



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 9, 2024
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 the Annual Liquor and Raffle License Report
 2. License Agreement with Boy Scout Troop #369 for Trailer Parking Request
 3. Village Support Request for the 2024 McHenry County Century Ride
 - B. Public Works
 1. 2024 MFT Road Resurfacing Project – Award of Contract and IDOT Resolution
 2. 2024 MFT Road Resurfacing Project Engineering – Task Order and IDOT Forms
 3. 2025 MFT Road Resurfacing Design Engineering – Task Order and IDOT Forms
 4. IDOT Resolution and Task Order for Albrecht Road Resurfacing Design Services
 5. Ordinance approving Piers and Pier Replacement Project at Nockels Park
 6. Ordinance approving an Airport Ground Lease for Hangar PAP-14 with Todd Ogino
5. Board of Trustees
6. Village President
 - A. Proclamation – Arbor Day (Thursday)
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: April 9, 2024
DEPARTMENT: Administration
SUBJECT: Annual Liquor & Raffle License Report

EXECUTIVE SUMMARY

State statute requires the Liquor Commissioner and municipalities to publicly announce and publish a report that provides information regarding new and renewal liquor and raffle license applications that the Village received in the prior fiscal year. Attached please find the Annual Liquor & Raffle License Report providing the history of the past five years, 2019 through 2023.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Annual Liquor & Raffle License Report

SUGGESTED DIRECTION

None

Annual Liquor License Report

	2019	2020	2021	2022	2023
Applicants - new/renewal License	33	33	31	31	36
Applicants - new/renewal License with criminal conviction	0	0	0	0	0
Applicants - new/renewal License granted a license	33	33	31	31	36
Applicants - new/renewal License with criminal conviction granted a license	0	0	0	0	0
Applicants - new/renewal License denied a license	0	0	0	0	0
Applicants - new/renewal License with criminal conviction denied a license	0	0	0	0	0

Annual Raffle License Report

	2019	2020	2021	2022	2023
Applicants - new/renewal License	15	6	13	25	23
Applicants - new/renewal License with criminal conviction	0	0	0	0	0
Applicants - new/renewal License granted a license	15	6	13	25	23
Applicants - new/renewal License with criminal conviction granted a license	0	0	0	0	0
Applicants - new/renewal License denied a license	0	0	0	0	0
Applicants - new/renewal License with criminal conviction denied a license	0	0	0	0	0



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Administration

SUBJECT: Boy Scouts of America, Troop #369 - Trailer Parking Request

EXECUTIVE SUMMARY

Each year for the past ten years, Boy Scouts of America Troop #369 ("Troop 369") has requested permission to park their Slick-Rydr Canoe Trailer in the parking lot at Nockels Park/LaBahn Hain House from late April through September. The trailer holds 10 canoes and several kayaks which are used by the Troop for various planned activities throughout the spring and summer.

In this 11th year, Staff is recommending that the Board consider issuing Troop 369 a revokable ongoing license to use the parking lot space. Once executed, this license would remain in place until such time as:

- 1) the organization name changes, or
- 2) the charter organization changes, or
- 3) the Village revokes the license.

The issuance of a license simplifies the existing process by eliminating the organization's need to submit these annual requests. It also provides additional protection for the Village, as Troop 369 would be responsible for anything that happens involving the trailer.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. License Agreement with Boy Scouts of America, Troop #369

RECOMMENDED MOTION

Motion to Approve the License Agreement with Boy Scouts of America, Troop #369, under American Legion Post #1231 as its Charter Organization.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**License**”) is made this 11th day of April, 2024 (the “**Effective Date**”), by and between the Village of Lake In The Hills, an Illinois municipal corporation (the “**Village**”), and Boy Scouts of America, Troop #369, under American Legion Post #1231 as its Charter Organization (“**Licensee**”).

RECITALS

1. Licensee’s regular activities include canoe and kayak exercises with its Boy Scout troop, canoes and kayaks from which it desires to store in a trailer occupying two parking spots on the west side of the parking lot adjacent to the dumpster, at Nockels Park/LaBahn Hain House, located at 149 Hilltop Drive.
2. The Village is the owner of the parking lot and parking spaces.
3. Licensee wishes to utilize the parking spots from April to September each year (“usage period”).
4. Accordingly, the Licensee has requested permission from the Village to permit it to utilize the spaces, and the Village has agreed to provide a license to Licensee for such purpose, in accordance with the terms and conditions described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. **Grant of License**. The Village hereby grants to the Licensee this revocable non-exclusive license, right, privilege, and permission to use in common with others, the parking spots described above, for the purpose of trailer storage for canoes and kayaks, during the time period described above. No interest, legal or equitable, other than this revocable License shall be deemed or construed to have been created or vested in the Licensee.
2. **Covenants of the Licensee**. Licensee hereby covenants and warrants to the Village, as follows:
 - a. Licensee shall maintain the parking spots at the Licensee’s sole cost and expense during the usage period for the duration of the License Agreement.
 - b. Licensee shall comply with all applicable laws and ordinances in utilizing the parking spots.
 - c. Licensee shall refrain from causing any damage or injury to the parking spots.
 - d. Licensee shall provide contact information to the Village should the Village need to communicate with the Licensee and shall otherwise cooperate with the Village if the Village needs the parking spots vacated for any legitimate purpose during the usage period.
 - e. This License may not be transferred or assigned.

3. **Indemnification of the Village.** During the time this License Agreement is in effect, the Licensee agrees to indemnify, defend, and save the Village, and the Village's officers, consultants, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Licensee's use or occupancy of the parking spots, excluding therefrom such injury or damage caused by the negligence of the Village.
4. **Accommodation.** The permission granted to the Licensee under this License Agreement is given to the Licensee as an accommodation, and shall be without charge to the Licensee. The Licensee hereby acknowledges the Village's rights to the parking spots within the parking lot of Nockels Park/LaBahn Hain House, and agrees to never assail, resist, or deny such rights by virtue of the Licensee's occupancy or use under this License Agreement.
5. **Revocability of License.** The Village may revoke the permission granted to the Licensee under this License Agreement at any time and for any reason or no reason at all, either with or without notice. Should the Village revoke this License, the Licensee shall upon request from the Village, immediately remove the trailer from the property. Licensee shall bear all costs associated with said removal and shall not be entitled to any compensation or damages as a result of any revocation of this License Agreement. This License shall automatically terminate upon Licensee no longer operating under the same name or Charter Organization.
6. **Governing Law.** This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.
7. **Attorneys' Fees.** In the event the Village files a lawsuit to enforce the terms of this License Agreement, the Licensee shall be obligated to reimburse the Village, upon demand, for all attorneys' fees incurred by the Village in such lawsuit.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

LICENSEE: BOY SCOUTS OF AMERICA, TROOP #369, under American Legion Post #1231 as its Charter Organization, a 501(c)(3) Corporation

By: Thomas G. Liot
Its: CHARTERED ORGANIZATION REP.

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS G. LIOT for the American Legion Post #1231, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such THOMAS G. LIOT, signed and delivered the said instrument as the free and voluntary act of the American Legion Post #1231 for the uses and purposes set forth.

Given under my hand and official seal, this 4th day of APRIL, 2024.

Tracey A Padula
Notary Public

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation



Ray Bogdanowski, Village President

Attest: _____
Shannon DuBeau, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ray Bogdanowski, as Village President and Shannon DuBeau, as Village Clerk for the Village of Lake in the Hills, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village President and Clerk, signed and delivered the said instrument as the free and voluntary act of the Village of Lake in the Hills for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2024.

Notary Public



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Administration

SUBJECT: Village Support Request for the 2024 McHenry County Century Ride

EXECUTIVE SUMMARY

The People for Parks Foundation of Lake in the Hills, Inc. (the "Foundation"), is hosting their fourth annual McHenry County Century Ride on May 26, 2024. This recurring event is a fundraiser organized to primarily benefit the Village's Parks and Recreation programs, with a portion of the proceeds also benefiting This Able Veteran, a 501c3 organization that trains service dogs to support US military veterans suffering from PTSD (previously identified as True Blue Dogs Foundation in the Foundation's request letter).

The Foundation has submitted a special event permit application requesting the use of a small portion of the east parking lot and roundabout at Sunset Park for the event. In addition, the Foundation has submitted a request for support from the Village (attached) for this year's event. While most items on the list can be accommodated internally by staff, the following requests require Board approval:

- A waiver of the deposit (\$1,000), rental fee (\$35) for Sunset Park, application fee (\$25), and safety plan review fee (\$150).
- A waiver of Section 43.09 "Noise", of the Lake in the Hills Municipal Code
- Permission to allow overnight placement of a twelve-foot (12') equipment trailer in the roundabout at Sunset Park from Friday, May 24 through Monday, May 27, 2024.

FINANCIAL IMPACT

The value of the fee waivers being requested is \$1,210; however, \$1,000 of this would be refunded to the organization if no damage occurred.

ATTACHMENTS

1. The People for Parks Foundation Request Letter

SUGGESTED DIRECTION

Motion to approve the Village support requests from the People for Parks Foundation of Lake in the Hills for the May 26, 2024 event.

January 30, 2024



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

RE: Village Support Request – People for Parks Foundation 2024 Fundraising Event
McHenry County Century Ride – May 26, 2024

Dear President Bogdanowski and Village Trustees;

The People for Parks Foundation of Lake in the Hills, Inc is committed to hosting one major fundraising event this year with the Village's Parks and Recreation Department being the benefactor of our efforts. We are excited to bring the Fourth Annual McHenry County Century Ride with over 500 riders coming from Chicago, Florida, Wisconsin and yes even Lake in the Hills.

McHenry County Century Ride (In partnership with True Blue Dogs Foundation) Sunday May 26, 2024

We intend to utilize the parking lot at Miller Road (near the splash pad) as the start and ending location. The drop off circle will be the hub of activity that includes a 12' trailer (Smith PT), a 10 x 10 tent, tables, chairs, picnic tables and bags games. We have worked with Director Trevor Bosack on submitting the application for approval.

We are requesting the following support from the Village to enhance this event:

- Waiver of the deposit and rental fee for Sunset Park
- Waiver of the \$25 application fee
- Waiver of the \$150 Safety Plan Review
- Waiver of the Noise Ordinance from 6:30 a.m. – 4:30 p.m.
- Permission to place directional signs at selected locations directing riders out and back to Sunset Park.
- Permission to place promotional signage within the Village up to two weeks prior to the event and to be taken down no later than one week after the event.
- Permission to allow the overnight placement of a 12' equipment trailer (Smith PT) in the round about from Friday, May 24 through Monday, May 27.
- Public Works Supplies to include: 6-10 picnic tables placed in the round about circle, 4 garbage totes, 2 bags games.

- Parks & Recreation supplies requested: PA system and Wi Fi Hot spot.

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

Trudy Wakeman, Foundation Member

Race Production by Trudy

CC:

Trevor Bosack

Shannon Andrews

Mary Frake

Ryan McDillon

Bob Huckins

Elizabeth Wakeman

Denise Haugk



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works

SUBJECT: 2024 MFT Road Resurfacing Project – Award of Contract and IDOT Resolution

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract in the amount of \$1,318,263.67, to Geske & Sons of Crystal Lake, IL, for the 2024 MFT Road Resurfacing Project and the Illinois Department of Transportation (IDOT) Resolution for Improvement form.

On April 2, 2024, Public Works opened three sealed bids for the 2024 MFT Road Resurfacing Road Project. The three bids ranged from a high bid of \$1,158,173.30 to a low bid from Geske & Sons of \$1,079,376.78. This low bid is \$106,699.17 under the engineer’s estimate of \$1,186,075.95 and \$114,703.30 below the budgeted amount of \$1,194,080.00. The Village has previously contracted with Geske & Sons for road resurfacing and has been satisfied with their work.

This project includes a total length of 16,058 feet of resurfacing. The list of scheduled roadways has been provided below:

Street	Beginning Street	Ending Street
Alexandria Dr	Terramere Ln	Stickley Ln
Baldwin Ct	Baldwin Ln	End
Birkdale Ct	Annandale Dr (North)	End
Blackhawk Dr	Algonquin Rd (West)	End
Claremont Ln	Wildspring Dr	Grafton Farm Dr
Clear Sky Trl	Starwood Pass	End
Crimson Ct	Albrecht Rd	End
Deer Path Rd	Oakleaf Rd	Wander Way
Halfmoon Gate	Starwood Pass	Miller Rd
Harvest Gate	Algonquin Rd (West)	Village Hall Dr
Hickory Rd	Hawthorne Rd	Pheasant Trl
Hunters Path	Wander Way	Hawthorne Rd
Lake Dr	Pheasant Trl	Hickory Rd
Litchfield Ct	Litchfield Ln	End
Litchfield Ln	Miller Rd	Litchfield Ct
McPhee Dr	Oak Street (East)	Creekview Ln
Pheasant Trl	Lake Dr	Echo Hill
Raxburg Ct	Stanton Cir	End
Starwood Pass	Prides Run	Sweetwater Ridge
Sullivan Pass	Wright Dr	Lakewood Rd
Sweetwater Ct	Sweetwater Ridge	End
Sweetwater Ridge	Starwood Pass	Starwood Pass
Wexford Ct	Wexford Ln	End

In order to use MFT funds, the Illinois Department of Transportation (IDOT) requires that the Village Board of Trustees appropriate the funds by approving an IDOT Resolution in the amount of the cost of the resurfacing, which is \$1,079,376.78.

FINANCIAL IMPACT

The FY24 Budget includes \$1,194,080.00 for MFT road resurfacing in the Motor Fuel Tax Fund. At \$1,079,376.78, Geske & Sons' bid is \$114,703.30 under the budgeted amount.

ATTACHMENTS

1. 2024 MFT Construction Chastain Recommendation Letter
2. 2024 MFT Construction Bid Results
3. IDOT Resolution

RECOMMENDED MOTION

Motion to award a contract to Geske & Sons for the 2024 MFT Road Resurfacing Road Project, in an amount not to exceed \$1,079,376.78.

Motion to approve the IDOT Resolution for Improvement Under the Illinois Highway Code to appropriate \$1,079,376.78 of MFT funds for the 2024 resurfacing program.



April 2, 2024

Mr. Guy Fehrman
Superintendent of Streets
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

RE: Recommendation of Contract Award
Village of Lake in the Hills – 2024 MFT Program
Section: 24-00046-00-RS

Mr. Fehrman,

The Village of Lake in the Hills received a total of three (3) bid proposals for the construction of the Village's 2024 MFT Program at the bid opening held April 2, 2024. These bids ranged from a low of \$1,079,376.78 to a high of \$1,158,173.30, indicating a competitive bid environment among the contractors who submitted bids for this project.

With all three bids below the Engineer's estimate of \$1,186,075.95 and the Village's budgeted amount of \$1,194,080.00 a review of the bid tabs noted unit prices were mixed compared to those from 2023. However, comparison of per sq. yd. cost of the 2024 bid at \$23.04 is slightly better than the 2023 sq. yd. cost of \$23.59.

Based on our review of the submitted bid proposals, their accuracy and completeness as detailed in the attached Tabulation of Bids, we find Geske and Sons, Inc. from Crystal Lake, Illinois to be the lowest responsible bidder for the above contract. **Chastain & Associates hereby recommends award of the Village of Lake in the Hills – 2024 MFT Program to Geske and Sons, Inc. in the amount of \$1,079,376.78.** The final project amount will be determined based on actual field measurements upon completion of the work.

If you have any questions concerning our review or recommendations, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Steve Frerichs".

Steve Frerichs
Senior Project Manager
Chastain & Associates LLC

Attachments



Tabulation of Bids - 5 Bidders

Local Public Agency	County	Section Number	Letting Date
Village of Lake in the Hills	McHenry	24-00046-00-RS	04/02/24

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$1,186,075.95	

Bidder's Name	Geske and Sons, Inc.	Schroeder Asphalt Services, Inc.	Builders Paving, LLC		
Bidder's Address	400 E. Terra Cotta Ave.	PO Box 831	4401 Roosevelt Rd.		
City, State, Zip	Crystal Lake, IL 60014	Huntley, IL 60142	Hillside, IL 60162		
Proposal Guarantee					
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TOPSOIL F & P 4"		SQ YD	971	\$10.0000	\$9,710.00	\$8.2500	\$8,010.75	\$13.2000	\$12,817.20	\$9.0000	\$8,739.00	\$0.00	\$0.00	\$0.00	\$0.00
2	SEEDING, CLASS 1A		ACRE	.30	\$6,000.0000	\$1,800.00	\$4,620.0000	\$1,386.00	\$1,400.0000	\$420.00	\$3,500.0000	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00
3	NITROGEN FER NUTR		POUND	41	\$5.5000	\$225.50	\$2.2000	\$90.20	\$5.5000	\$225.50	\$1.0000	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00
4	PHOSPHORUS FERT NU		POUND	41	\$5.5000	\$225.50	\$2.2000	\$90.20	\$5.5000	\$225.50	\$1.0000	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00
5	POTASSIUM FERT NUTR		POUND	41	\$5.5000	\$225.50	\$2.2000	\$90.20	\$5.5000	\$225.50	\$1.0000	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00
6	EROSION CONTR BLANK		SQ YD	971	\$2.5000	\$2,427.50	\$2.7500	\$2,670.25	\$2.2000	\$2,136.20	\$3.0000	\$2,913.00	\$0.00	\$0.00	\$0.00	\$0.00
7	INLET FILTERS		EACH	77	\$150.0000	\$11,550.00	\$50.0000	\$3,850.00	\$190.0000	\$14,630.00	\$200.0000	\$15,400.00	\$0.00	\$0.00	\$0.00	\$0.00
8	AGG BASE COURSE, TB		TON	60	\$12.0000	\$720.00	\$18.0000	\$1,080.00	\$18.0000	\$1,080.00	\$21.5000	\$1,290.00	\$0.00	\$0.00	\$0.00	\$0.00
9	HMA BASE COURSE 3"		SQ YD	100	\$18.0000	\$1,800.00	\$10.2000	\$1,020.00	\$25.0000	\$2,500.00	\$41.8000	\$4,180.00	\$0.00	\$0.00	\$0.00	\$0.00
10	BIT MATLS TACK COAT		POUND	21095	\$0.0100	\$210.95	\$0.0100	\$210.95	\$0.0100	\$210.95	\$0.0100	\$210.95	\$0.00	\$0.00	\$0.00	\$0.00
11	HMA SURF REM BUTT JT		SQ YD	631	\$4.0000	\$2,524.00	\$6.0000	\$3,786.00	\$5.0000	\$3,155.00	\$1.0000	\$631.00	\$0.00	\$0.00	\$0.00	\$0.00
12	HMA SC IL-9.5 MIX D N50		TON	5416	\$82.0000	\$444,112.00	\$84.6000	\$458,193.60	\$89.0000	\$482,024.00	\$85.8500	\$464,963.60	\$0.00	\$0.00	\$0.00	\$0.00
13	PCC DRIVEWAY PVT 6"		SQ YD	32	\$75.0000	\$2,400.00	\$85.8500	\$2,747.20	\$132.0000	\$4,224.00	\$120.0000	\$3,840.00	\$0.00	\$0.00	\$0.00	\$0.00
14	PCC SIDEWALKS 5"		SQ FT	5300	\$8.0000	\$42,400.00	\$11.4100	\$60,473.00	\$9.8000	\$51,940.00	\$9.0000	\$47,700.00	\$0.00	\$0.00	\$0.00	\$0.00
15	DETECTABLE WARNING		SQ FT	552	\$40.0000	\$22,080.00	\$35.3500	\$19,513.20	\$43.5000	\$24,012.00	\$40.0000	\$22,080.00	\$0.00	\$0.00	\$0.00	\$0.00
16	HMA SURF REM 2"		SQ YD	36878	\$2.5000	\$92,195.00	\$1.9400	\$71,543.32	\$1.8000	\$66,380.40	\$3.5000	\$129,073.00	\$0.00	\$0.00	\$0.00	\$0.00
17	HMA SURF REM VAR DP		SQ YD	9973	\$2.0000	\$19,946.00	\$1.6700	\$16,654.91	\$1.4000	\$13,962.20	\$2.7000	\$26,927.10	\$0.00	\$0.00	\$0.00	\$0.00
18	DRIVEWAY PVMT REM		SQ YD	364	\$12.0000	\$4,368.00	\$14.6000	\$5,314.40	\$13.0000	\$4,732.00	\$1.8000	\$655.20	\$0.00	\$0.00	\$0.00	\$0.00
19	DRWAY PVMT REM SPL		SQ YD	140	\$4.0000	\$560.00	\$8.0000	\$1,120.00	\$16.0000	\$2,240.00	\$1.0000	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00
20	GUTTER REMOVAL		FOOT	120	\$10.0000	\$1,200.00	\$19.1900	\$2,302.80	\$9.9000	\$1,188.00	\$9.0000	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00
21	SIDEWALK REMOVAL		SQ FT	5300	\$2.0000	\$10,600.00	\$2.1200	\$11,236.00	\$2.2000	\$11,660.00	\$2.0000	\$10,600.00	\$0.00	\$0.00	\$0.00	\$0.00
22	CL D PATCH T1 4"		SQ YD	265	\$40.0000	\$10,600.00	\$5.0000	\$1,325.00	\$39.5000	\$10,467.50	\$15.0000	\$3,975.00	\$0.00	\$0.00	\$0.00	\$0.00
23	CL D PATCH T2 4"		SQ YD	440	\$35.0000	\$15,400.00	\$5.0000	\$2,200.00	\$38.5000	\$16,940.00	\$15.0000	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00
24	CL D PATCH T3 4"		SQ YD	920	\$35.0000	\$32,200.00	\$5.0000	\$4,600.00	\$34.5000	\$31,740.00	\$12.0000	\$11,040.00	\$0.00	\$0.00	\$0.00	\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25	CL D PATCH T4 4"		SQ YD	1535	\$35.0000	\$53,725.00	\$5.0000	\$7,675.00	\$34.5000	\$52,957.50	\$12.0000	\$18,420.00		\$0.00		\$0.00
26	AGGREGATE SHLDS B		TON	28	\$175.0000	\$4,900.00	\$96.0000	\$2,688.00	\$50.0000	\$1,400.00	\$10.0000	\$280.00		\$0.00		\$0.00
27	INLET TO BE ADJUSTES		EACH	68	\$450.0000	\$30,600.00	\$465.0000	\$31,620.00	\$490.0000	\$33,320.00	\$465.0000	\$31,620.00		\$0.00		\$0.00
28	INLETS RECONSTRUCT		EACH	7	\$1,600.0000	\$11,200.00	\$1,040.0000	\$7,280.00	\$950.0000	\$6,650.00	\$1,000.0000	\$7,000.00		\$0.00		\$0.00
29	DRAIN UTIL STR ADJ		EACH	6	\$850.0000	\$5,100.00	\$915.2000	\$5,491.20	\$900.0000	\$5,400.00	\$880.0000	\$5,280.00		\$0.00		\$0.00
30	DRAIN UTIL STR RECON		EACH	3	\$1,600.0000	\$4,800.00	\$1,508.0000	\$4,524.00	\$1,400.0000	\$4,200.00	\$1,450.0000	\$4,350.00		\$0.00		\$0.00
31	CONC GUTTER TYPE B		FOOT	300	\$40.0000	\$12,000.00	\$40.4000	\$12,120.00	\$43.5000	\$13,050.00	\$40.0000	\$12,000.00		\$0.00		\$0.00
32	CONC GUTTER TB SPL		FOOT	50	\$48.0000	\$2,400.00	\$55.5500	\$2,777.50	\$44.0000	\$2,200.00	\$40.0000	\$2,000.00		\$0.00		\$0.00
33	COMB C&G REM & REP		FOOT	5201	\$44.0000	\$228,844.00	\$40.1500	\$208,820.15	\$45.7500	\$237,945.75	\$42.0000	\$218,442.00		\$0.00		\$0.00
34	TR CONT & PROT 701501		L SUM	1	\$70,000.0000	\$70,000.00	\$89,690.0000	\$89,690.00	\$20,000.0000	\$20,000.00	\$47,500.0000	\$47,500.00		\$0.00		\$0.00
35	TR CONT & PROT 701801		L SUM	1	\$2,500.0000	\$2,500.00	\$3,594.1500	\$3,594.15	\$1.0000	\$1.00	\$3,423.0000	\$3,423.00		\$0.00		\$0.00
36	THPL PVT MK LINE 6"		FOOT	210	\$4.2500	\$892.50	\$5.2000	\$1,092.00	\$3.0000	\$630.00	\$4.9500	\$1,039.50		\$0.00		\$0.00
37	THPL PVT MK LINE 12"		FOOT	144	\$7.0000	\$1,008.00	\$6.5600	\$944.64	\$6.0000	\$864.00	\$6.2500	\$900.00		\$0.00		\$0.00
38	THPL PVT MK LINE 24"		FOOT	349	\$8.5000	\$2,966.50	\$8.2400	\$2,875.76	\$9.9000	\$3,455.10	\$7.8500	\$2,739.65		\$0.00		\$0.00
39	HMA DRIVEWAY PAVT 3"		SQ YD	364	\$50.0000	\$18,200.00	\$40.6000	\$14,778.40	\$30.0000	\$10,920.00	\$60.0000	\$21,840.00		\$0.00		\$0.00
40	HMA DRIVEWAY PVT SP		SQ YD	140	\$18.0000	\$2,520.00	\$11.5000	\$1,610.00	\$35.0000	\$4,900.00	\$8.4500	\$1,183.00		\$0.00		\$0.00
41	BRICK PAVER REM&REP		SQ FT	52	\$95.0000	\$4,940.00	\$44.0000	\$2,288.00	\$22.0000	\$1,144.00	\$25.0000	\$1,300.00		\$0.00		\$0.00
Total Bid:						As Read:										
						As Calculated:		\$1,079,376.78		\$1,158,173.30		\$1,142,528.00		\$0.00		\$0.00
						% Over/Under:		(9.00)%		(2.35)%		(3.67)%				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original	2024-	24-00046-00-RS

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

of Lake in the Hills Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Alexandria Dr.	0.1	0084	Terramere	Stickley
Baldwin Court	0.09	0034	Baldwin	East End
Birkdale Court	0.02	0089	Annandale (North)	North End
Blackhawk Dr.	0.17	4190	Algonquin (East Side)	West End
Claremont Lane	0.18	0074	Wildspring	Grafton Farm
Clear Sky Trail	0.18	0197	Starwood Pass	Halfmoon
Clear Sky Trail	0.03	0197	Halfmoon	East End
Crimson Court	0.01	0145	Albrecht	South End
Deer Path Rd.	0.15	4150	Oakleaf	Wander Way
Halfmoon Gate	0.29	0206	Starwood (S)	Miller
Harvest Gate	0.11	0209	Algonquin Rd.	Village Hall Dr.
Hickory Rd.	0.27	4110	Hawthorne Rd.	Pheasant Trail
Hunters Path	0.06	4130	Wander Way	Hawthorne Rd.
Lake Dr.	0.14	2020	Pheasant Trail (N)	Hickory Rd.
Litchfield Court	0.07	0064	Litchfield Lane	East End
Litchfield Lane	0.05	0070	Miller Rd.	Litchfield Court
McPhee Dr.	0.16	0225	Oak Street	Creekview
Pheasant Trail	0.16	4160	Lake Dr.	Echo Hill
Raxburg Court	0.1	0048	Stanton Circle	North End
Starwood Pass	0.24	0198	Prides Run	Heavens Gate
Starwood Pass	0.11	0198	Heavens Gate	Sweetwater Ridge
Sullivan Pass	0.04	0081	Wright Dr.	Lakewood Rd.
Sweetwater Court	0.02	0199	Sweetwater	West End
Sweetwater Ridge	0.24	0205	Starwood Pass	Starwood Pass
Wexford Court	0.05	0042	Wexford Lane	East End

For Structures:

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



Resolution for Improvement Under the Illinois Highway Code

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The resurfacing of various streets in the Village of Lake in the Hills. The total length of the improvement is 3.02 miles. The work shall include, but not be limited to, HMA Removal, Pvt. Patching, HMA Resurfacing, Combo Concrete C&G Removal and Replacement, PCC Sidewalk Removal and Replacement, Detectable Warnings, Agg. Shoulders, Pvt. Striping, and all incidental and collateral work.

2. That there is hereby appropriated the sum of One Million, Seventy-Nine Thousand, Three Hundred Seventy Six and 78/100 Dollars (\$1,079,376.78) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Shannon DuBeau Village Clerk in and for said Village

of Lake in the Hills in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Lake in the Hills at a meeting held on April 11, 2024

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works

SUBJECT: 2024 MFT Road Resurfacing Project Engineering – Task Order and IDOT Forms

EXECUTIVE SUMMARY

Staff seeks Board approval for Construction Engineering Services for the 2024 Motor Fuel Tax (MFT) resurfacing program.

The 2024 MFT Road Resurfacing Project includes over 16,000 feet of resurfacing throughout the Village. Construction oversight of this project is performed by the Village Engineer, Baxter & Woodman, who has provided the attached task order to perform construction supervision services at a cost not to exceed \$79,856.00. This includes \$70,658.00 for the engineering portion of the work and another \$9,198.00 for the material testing. These expenditures are also itemized within the required IDOT Engineering Services Agreement for this project.

Prior to using MFT funds, the Illinois Department of Transportation (IDOT) requires that the Village Board appropriates the funds by approving an IDOT Resolution for Improvement. This Resolution commits the Village to an expenditure of \$79,856.00 for the engineering and material testing work.

FINANCIAL IMPACT

The Baxter and Woodman Task Order in the amount not to exceed \$79,856.00 would be \$4,626.00 over the Village's 2024 MFT budget of \$75,230.00. Despite this overage, the Village will see savings in the cost of construction, resulting in a net positive impact.

ATTACHMENTS

1. Baxter & Woodman Task Order 2024-6
2. IDOT Resolution for Improvement
3. IDOT Engineering Services Agreement

RECOMMENDED MOTIONS

Motion to approve Baxter & Woodman Task Order 2024-6 for 2024 MFT Construction Services, in an amount not to exceed \$79,856.00.

Motion to approve the IDOT Resolution for Improvement and Engineering Services Agreement which appropriate \$79,856.00 of MFT funds for the 2024 resurfacing program.

**VILLAGE OF LAKE IN THE HILLS, ILLINOIS
2024 MFT CONSTRUCTION SERVICES**

FORM OF TASK ORDER

Task Order No. 2024-6

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2024 Professional Engineering Services, dated December 2023 (the “Contract”), Owner and Consultant agree as follows:

1. Project:

2024 MFT Program Various Locations Construction Services. The project is located along various streets within the Village. The exact locations of the improvements are as follows:

Street	Beginning Street	Ending Street	Linear Feet
Alexandra Dr	Terramere Ln	Stickley Ln	529
Baldwin Ct	Baldwin Ln	End	312
Birkdale Ct	Annandale Dr (N)	End	146
Blackhawk Dr	Algonquin Rd (W)	End	914
Claremont Ln	Wildspring Dr	Grafton Farm Dr	971
Clear Sky Trl	Starwood Pass	End	1194
Crimson Ct	Albrecht Rd	End	98
Deer Path Rd	Oakleaf Rd	Wander Way	820
Halfmoon Gate	Starwood Pass	Miller Rd	1521
Harvest Gate	Algonquin Rd (W)	Village Hall Dr	608
Hickory Rd	Hawthorne Rd	Pheasant Trl	1452
Hunters Path	Wander Way	Hawthorne Rd	341
Lake Dr	Pheasant Trl (W)	Hickory Rd	756
Litchfield Ct	Litchfield Ln	End	436
Litchfield Ln	Miller Rd	Litchfield Ct	285
McPhee Dr	Oak Street (E)	Creekview Ln	820
Pheasant Trl	Lake Dr	Echo Hill	848
Raxburg Ct	Stanton Cir	End	375
Starwood Pass	Prides Run	Sweetwater Rdg	1875
Sullivan Pass	Wright Dr	Lakewood Rd	216
Sweetwater Ct	Sweetwater Rdg	End	174
Sweetwater Rdg	Starwood Pass	Starwood Pass	1248
Wexford Ct	Wexford Ln	End	119
Total Length =			16,058

2. Services of Consultant:

A. Basic Services:

1. Act as the Owner’s representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION

- A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
- B. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

- A. Attend periodic construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Prepare construction contract change orders and work directives when authorized by the Owner.
- D. Review the Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- E. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- F. Project manager or other office staff visit site as needed.
- G. Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION – Full Time

- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over

any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. **COMPLETION OF PROJECT**

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

6. **PROJECT CLOSEOUT** – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

B. Additional Services:

None

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

X the date of execution of this Task Order by Owner.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

Construction Engineering services will be completed by October 1, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Final papers including MFT documents Due Date:10/31/24

7. **Key Project Personnel:**

Names:	Telephone:
Craig Mitchell (PM)	815-482-8318
TBD (Resident Engineer, depending on contractor start)	

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$79,856, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant, as provided in Attachment C of the Master Contract, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

Exhibit A – Hours, Budget and Compensation

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2024

VILLAGE OF LAKE IN THE HILLS

By: _____
Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC



Craig D. Mitchell, P.E.
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Craig D. Mitchell, P.E.

Title: Vice President

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cmitchell@baxterwoodman.com

Phone: 815-444-3278

EXHIBIT A

Hours, Budget & Compensation

Village of Lake in the Hills								
Project Number: 2400382.00								
2024 MFT Road Resurf								
Level	Emp	Planned Hrs	Rate	Planned Labor Bill	Compensation Fee	Consultant Fee	Reim Allowance	Total Compensation
Overall Project Total		525.00		69,245.00	69,245.00	9,198.00	1,413.00	79,856.00
CS100 Project Initiation		42.00		7,240.00	7,240.00	0.00	13	7,253.00
	Engineer IV	20.00	195	3,900.00				
	Engineer I	16.00	115	1,840.00				
	Craig Mitchell	6.00	250	1,500.00				
CS105 Construction Administration		30.00		7,500.00	7,500.00	0.00	100	7,600.00
				0.00				
	Craig Mitchell	30.00	250	7,500.00				
CS110 Field Observation		437.00		51,855.00	51,855.00	0.00	1,300	53,155.00
	Engineer I	417.00	115	47,955.00				
	Engineer IV	20.00	195	3,900.00				
CS120 Materials Testing		0.00		0.00	0.00	9,198.00	0.00	9,198.00
CS140 Project Closeout		16.00		2,650.00	2,650.00	0.00		2,650.00
	Engineer I	10.00	115	1,150.00				
	Craig Mitchell	6.00	250	1,500.00				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 24-00046-00-RS

BE IT RESOLVED, by the Board of the Village of Lake in the Hills

Governing Body Type, Local Public Agency Type, Name of Local Public Agency, Contract or Day Labor

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Various streets, 3.02, various

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Village street resurfacing including HMA surface removal, pavement patching, HMA surface course, curb & gutter replacement, sidewalk replacement, drainage structure adjustments, aggregate shoulders, pavement markings, restoration and all other necessary work.

2. That there is hereby appropriated the sum of Seventy-Nine thousand Eight hundred and Fifty-Six Dollars (\$79,856.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, [Name of Clerk], [Village] Clerk in and for said [Village]

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

Board of Lake in the Hills at a meeting held on [Date]

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

(SEAL, if required by the LPA)

Clerk Signature & Date box

Approved

Regional Engineer Signature & Date Department of Transportation box



Local Public Agency Engineering Services Agreement

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake in the Hills	McHenry	24-00046-00-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
2024 MFT Program Various Locations	Various	3.02 mi	n/a
Location Termini			<input type="button" value="Add Location"/>
Various			<input type="button" value="Remove Location"/>

Project Description

Village street resurfacing including HMA surface removal, pavement patching, HMA surface course, curb & gutter replacement, sidewalk replacement, drainage structure adjustments, aggregate shoulders, pavement markings, restoration and all other necessary work. 2400382.00

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Baxter & Woodman, Inc.	Craig Mitchell	(815) 444-3278	cmitchell@baxterwoodman.com
Address	City	State	Zip Code
8678 Ridgefield Road	Crystal Lake	IL	60012

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 (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Exhibit D: Fee
- Exhibit E: MFT Resolution
- Exhibit F: Material Testing Proposal

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, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That 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. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.

5. 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 \$79,856.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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 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 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 (e) 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 or 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 the 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 five (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) 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 Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$70,658.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Soil and Material Consultants	36-3094075	\$9,198.00
Subconsultant Total		\$9,198.00
Prime Consultant Total		\$70,658.00
Total for all work		\$79,856.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The Village of

Lake in the Hills

By (Signature & Date)

[Signature & Date box for LPA representative]

By (Signature & Date)

[Signature & Date box for Engineer representative]

Local Public Agency

Lake in the Hills

Local Public Agency Type

Village

Clerk

Title

Village President

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Baxter & Woodman, Inc.


By (Signature & Date)

 3/21/24

Title

Deputy Secretary

By (Signature & Date)

 3/21/24

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date box for Regional Engineer]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00046-00-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

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. **PROJECT INITIATION**
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. **CONSTRUCTION ADMINISTRATION**
 - A. Attend periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Review construction record drawings for completeness prior to submission to CADD.
 - D. Prepare construction contract change orders and work directives when authorized by the Owner.
 - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - G. Project manager or other office staff visit site as needed.
 - H. Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.
4. **FIELD OBSERVATION – Full Time**
 - A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00046-00-RS

contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.

B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.

C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

6. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00046-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

SCOPE OF SERVICES

PROJECT SCHEDULE

Construction Start Date June 3, 2024
 Construction Completion Date August 9, 2024
 Contract Document completion October 31, 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00046-00-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)

Exhibit D - Fee Proposal

Hours, Budget & Compensation

Village of Lake in the Hills								
Project Number: 2400382.00								
2024 MFT Road Resurf								
Level	Emp	Planned Hrs	Rate	Planned Labor Bill	Compensation Fee	Consultant Fee	Reim Allowance	Total Compensation
Overall Project Total		525.00		69,245.00	69,245.00	9,198.00	1,413.00	79,856.00
CS100 Project Initiation		42.00		7,240.00	7,240.00	0.00	13	7,253.00
	Engineer IV	20.00	195	3,900.00				
	Engineer I	16.00	115	1,840.00				
	Craig Mitchell	6.00	250	1,500.00				
CS105 Construction Administration		30.00		7,500.00	7,500.00	0.00	100	7,600.00
				0.00				
	Craig Mitchell	30.00	250	7,500.00				
CS110 Field Observation		437.00		51,855.00	51,855.00	0.00	1,300	53,155.00
	Engineer I	417.00	115	47,955.00				
	Engineer IV	20.00	195	3,900.00				
CS120 Materials Testing		0.00		0.00	0.00	9,198.00	0.00	9,198.00
CS140 Project Closeout		16.00		2,650.00	2,650.00	0.00		2,650.00
	Engineer I	10.00	115	1,150.00				
	Craig Mitchell	6.00	250	1,500.00				

Exhibit F: Material Testing Proposal



Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

February 14, 2024
Proposal No. 21,745

Mr. Craig Mitchell, PE
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60012

Re: Soil and Construction Material Testing
2024 MFT Street Program
Lake in the Hills, Illinois

Dear Mr. Mitchell:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$ 9,198.00.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

RTS:bg

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-24

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	3 days	\$ 372.00 /day	\$ 1,116.00
<u>Field Testing</u>			
Technician with Nuclear Gauge	32 hours	\$ 93.00 /hour 372.00 /day min.	\$ 2,976.00
<u>Laboratory Testing</u>			
Asphalt Content (ignition)	3 each	\$ 175.00 each	\$ 525.00
Bulk Specific Gravity (gyratory)	3 each	\$ 260.00 each	\$ 780.00
Maximum Specific Gravity	3 each	\$ 100.00 each	\$ 300.00
Unit Weight – cores	each	\$ 25.00 each	\$ If needed
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	6 hours	\$ 150.00 /hour	\$ 900.00
Estimated Cost:			\$ 6,597.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Contractor Working Days</u>	<u>Est. Days - QA</u>	<u>Plants</u>
HMA Surface, N50	5,416	6.0	3.0	2
Class D Patches	775	3.0	1.0	1
Total:	6,191	9.0	4.0	3

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-24

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	1 days	\$ 600.00 /day	\$ 600.00
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	12 hours	\$ 93.00 /hour 372.00 /day min.	\$ 1,116.00
Cylinder Pick-up	3 hours	\$ 93.00 /hour	\$ 279.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	18 each	\$ 17.00 each	\$ 306.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 150.00 /hour	\$ 300.00
Estimated Cost:			\$ 2,601.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Contractor Working Days</u>	<u>Est. Days - QA</u>	<u>Cyls.</u>
PCC Combined C & G	5495 Ft	305	3.0	1.0	12
PCC Sidewalk 5"	3400 SF	52	1.0	0.5	6
Total:		357	4.0	1.5	18

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works

SUBJECT: 2025 MFT Road Resurfacing Design Engineering - Task Order and IDOT Forms

EXECUTIVE SUMMARY

Staff seeks Board approval to engage Baxter & Woodman to perform Design Engineering Services for the 2025 Motor Fuel Tax (MFT) Resurfacing program.

The Village Engineer, Baxter & Woodman, has provided the attached task order to perform design engineering services for the 2025 MFT Resurfacing Program at a cost not to exceed \$30,000.00. This expenditure is also itemized within the required IDOT Engineering Services Agreement for this project.

Prior to using MFT funds the Illinois Department of Transportation (IDOT) requires that the Village Board appropriate the funds by approving an IDOT Resolution for Improvement. This Resolution commits the Village to an expenditure of \$30,000.00 for the design engineering services.

FINANCIAL IMPACT

The Baxter & Woodman Task Order in the amount not to exceed \$30,000.00 would be \$9,700.00 over the Village's 2024 MFT budget of \$20,300.00 for this project. Despite this overage, the Village will see savings in the cost of construction for the current year's project, resulting in a net positive impact.

ATTACHMENTS

1. Baxter & Woodman Task Order 2024-04
2. IDOT Resolution for Improvement
3. IDOT Engineering Services Agreement

RECOMMENDED MOTIONS

Motion to approve Baxter & Woodman Task Order 2024-04 for 2025 MFT Design Engineering Services, in an amount not to exceed \$30,000.00.

Motion to approve the IDOT Resolution for Improvement and Engineering Services Agreement to appropriate \$30,000.00 of MFT funds for the 2025 MFT Design Engineering.

**VILLAGE OF LAKE IN THE HILLS, ILLINOIS
2025 MFT RESURFACING DESIGN SERVICES**

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2024 Professional Engineering Services, dated December 2023 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

2025 MFT Resurfacing Design Services. The project is located along various streets within the Village. The exact locations of the improvements are as follows:

Street	Beginning Street	Ending Street	Linear Feet
Aurora Dr	Savoy Dr	McKenzie Dr	724
Highwood Ln	Chadwick Ln	Thistle Ln	561
Hilly Ln	Ramble Rd	Pheasant Trl	535
McKenzie Dr	Savoy Dr	Montgomery Dr	1042
McKenzie Dr	Montgomery Dr	Worthington Ln	377
Princeton Ln	Harvard Lane	Ronan Dr	300
Princeton Ln	Albrecht Rd	Ronan Dr	519
Roosevelt St	Clayton Marsh Drive	Washington St	329
Roosevelt St	Washington St	Monroe St	318
Roosevelt St	Monroe St	Adams St	321
Savoy Dr	McKenzie Dr	Montgomery Dr	221
Savoy Dr	Worthington Dr	Savoy Ct	493
Savoy Dr	Montgomery Dr	Worthington Ln	432
Sonoma Cir	Sonoma Ct	Lucerne Ln	707
Sonoma Cir	Lucerne Ln	Miller Rd	212
Sonoma Cir	Miller Rd	Sonoma Ct	2973
Sonoma Ct	Sonoma Cir	End	334
Sorrel Row	Impressions Dr	Impressions Dr	740
Wander Way	Algonquin Rd (West)	Pheasant Trl	816
Wander Way	Pheasant Trl	Deer Path Rd	340
Wander Way	Deer Path Rd	Hunters Path	342
Wander Way	Hunters Path	Woody Way	333
Wander Way	Woody Way	Acorn Ln (East)	347
Wander Way	Acorn Ln (East)	Indian Trl	486
Worthington Ln	Savoy Dr	McKenzie Dr	687
Worthington Ln	McKenzie Dr	Miller Rd	216
Worthington Ln	Miller Rd	Danbury Cir	227
Wright Ct	Ellis Rd	END	281

2. **Services of Consultant:**

1. EARLY COORDINATION AND DATA COLLECTION

- 1.1 Data Collection: Obtain, review, and evaluate the following information provided by the Village for use in design:
- A. Utility Atlases
 - B. Existing Roadway and Structure Plans with Inspection Reports
 - C. GIS Shape files surrounding the project limits
 - D. Aerial Photography
 - E. Maintenance and flooding records
 - F. ROW, GIS and property data
- 1.2 Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. Detailed topographic survey will not be collected.
- 1.3 Utility Locates & Coordination: Contact JULIE to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare “Status of Utilities to be Adjusted” special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

2. GEOTECHNICAL INVESTIGATION

Pavement Core Review: Review Pavement Investigation Report provided by the Village in order to design a proper rehabilitation strategy. Obtaining pavement cores is not included in the scope of this project.

3. PLAN PREPARATION

- 3.1 Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer’s estimate of cost.
- 3.2 Specifications: Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge

Construction.

- 3.3 Drainage and Utilities Design: Prepare details as necessary to convey storm sewer repairs and minor modifications. It is assumed that the project outfalls will be maintained and not modified as part of this project.
- 3.4 Plan Preparation: Complete bid documents required for bidding including:
 - A. General Notes/Standards
 - B. Summary of Quantities/Schedule
 - C. Existing and Proposed Typical Sections
 - D. Drainage Repairs Details
 - E. Construction Details
 - F. District 1 Details
 - G. Bid Forms- Notice to Bidders, Schedule of Prices, Bid Bond Requirements
 - H. Special Provisions
 - I. Estimate of Time
 - J. Opinion of Probable Construction Cost

A plan set will not be prepared. Schematic drawings will be used to convey storm sewer repairs or other miscellaneous details and included in the bid documents.

Preliminary (60%) and Final (100%) submittals are anticipated for this Project. Disposition of Comments will be provided for comments received.

4. QA/QC

Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

5. ASSIST BIDDING

Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to

receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

6. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

The following meetings are anticipated for this project:

A. Village (2 total) (Kickoff, Pre-Final)

7. PROJECT MANAGEMENT

Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

8. PROJECT DELIVERABLES

8.1 Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

A. Electronic DGN, Digital Photos, and GIS files used in project development including Plans and Exhibits.

B. Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hardcopies.

8.2 Not Included: The following items are not included within the scope of this project, but can be provided as additional services to the contract:

A. Permit Review fees

B. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations

C. Environmental Studies (PESA, PSI, etc.)

D. Floodway or wetland permitting

E. Pavement Cores

F. LPC-663

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

X the date of execution of this Task Order by Owner.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

X May 31, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date: None

7. **Key Project Personnel:**

Names: Colin McGovern

Telephone: 815-444-3297

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$30,000, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant, as provided in Attachment C of the Master Contract, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

Exhibit A – Hours, Budget, and Compensation

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.


The Effective Date of this Task Order is _____, 2024

VILLAGE OF LAKE IN THE HILLS

By: _____
Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC



Jason J. Fluhr, PE
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carolyn A. Grieves, PE

Title: Vice President

Address: 8678 Ridgfield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230

Client: LITHV

Plan Number: 2400454.00

Plan Name: LITHV 2025 MFT Design

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals		202.00	\$29,900.00	\$100.00		\$30,000.00
100 - Early Coordination and Data Collection		40.00				
	Alex Malakowsky	25.00				
	Colin McGovern	5.00				
	Sully Hyder	10.00				
130 - Geotechnical Investigation		4.00				
	Colin McGovern	2.00				
	Sully Hyder	2.00				
600 - Plan Preparation		115.00				
	Colin McGovern	35.00				
	Sully Hyder	80.00				
700 - QA/QC		4.00				
	Jason Fluhr	4.00				
710 - Assist Bidding		20.00				
	Colin McGovern	9.00				
	Sully Hyder	11.00				
720 - Project Meetings and Public Involvement		7.00				
	Colin McGovern	3.00				
	Jason Fluhr	1.00				
	Sully Hyder	3.00				
800 - Project Management		12.00				
	Colin McGovern	10.00				
	Jason Fluhr	2.00				
	Sully Hyder	0.00				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[] Yes [X] No

Resolution Type: Original, Resolution Number, Section Number: 24-00048-00-RS

BE IT RESOLVED, by the Board of the Village of Lake in the Hills, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Various

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work.

2. That there is hereby appropriated the sum of thirty thousand

Dollars (\$30,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, [Name of Clerk], [Village] Clerk in and for said [Village]

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

Board of Lake in the Hills at a meeting held on [Date]

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [Day] day of [Month], [Year].

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency Engineering Services Agreement

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake in the Hills	McHenry	24-00048-00-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
Various Streets			N/A
Location Termini			Add Location
See Exhibit A			Remove Location

Project Description

Work consists of HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work. B&W Project Number 2400463

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
Baxter & Woodman, Inc.	Colin McGovern	(815) 444-3297	cmcgovern@baxterwoodman.com
Address	City	State	Zip Code
8430 W Bryn Mawr Ave, Suite 400	Chicago	IL	60631

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)
- Exhibit D: Fee _____
- Exhibit E: MFT Resolution _____
- _____

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 \$30,000.00 (Maximum Fee \$150,000)

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
Baxter & Woodman, Inc.	36-2845242	\$30,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$30,000.00
Total for all work		\$30,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type Village

 of

Local Public Agency Lake in the Hills
--

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency Lake in the Hills
--

Local Public Agency Type Village

 Clerk

Title

Village President

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name Baxter & Woodman, Inc.
--

By (Signature & Date)

--

Title

Deputy Secretary

By (Signature & Date)

--

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00048-00-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

PROJECT LOCATION:

The project is located along various streets within the Village. The exact locations of the improvements are as follows:

Street	Beginning Street	Ending Street	Linear Feet
Aurora Dr	Savoy Dr	McKenzie Dr	724
Highwood Ln	Chadwick Ln	Thistle Ln	561
Hilly Ln	Ramble Rd	Pheasant Trl	535
McKenzie Dr	Savoy Dr	Montgomery Dr	1042
McKenzie Dr	Montgomery Dr	Worthington Ln	377
Princeton Ln	Harvard Lane	Ronan Dr	300
Princeton Ln	Albrecht Rd	Ronan Dr	519
Roosevelt St	Clayton Marsh Drive	Washington St	329
Roosevelt St	Washington St	Monroe St	318
Roosevelt St	Monroe St	Adams St	321
Savoy Dr	McKenzie Dr	Montgomery Dr	221
Savoy Dr	Worthington Dr	Savoy Ct	493
Savoy Dr	Montgomery Dr	Worthington Ln	432
Sonoma Cir	Sonoma Ct	Lucerne Ln	707
Sonoma Cir	Lucerne Ln	Miller Rd	212
Sonoma Cir	Miller Rd	Sonoma Ct	2973
Sonoma Ct	Sonoma Cir	End	334
Sorrel Row	Impressions Dr	Impressions Dr	740
Wander Way	Algonquin Rd (West)	Pheasant Trl	816
Wander Way	Pheasant Trl	Deer Path Rd	340
Wander Way	Deer Path Rd	Hunters Path	342
Wander Way	Hunters Path	Woody Way	333
Wander Way	Woody Way	Acorn Ln (East)	347
Wander Way	Acorn Ln (East)	Indian Trl	486
Worthington Ln	Savoy Dr	McKenzie Dr	687
Worthington Ln	McKenzie Dr	Miller Rd	216
Worthington Ln	Miller Rd	Danbury Cir	227
Wright Ct	Ellis Rd	END	281

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

1.1 Data Collection: Obtain, review and evaluate the following information provided by the Village for use in design:

- A. Utility Atlases
- B. Existing Roadway and Structure Plans with Inspection Reports
- C. GIS Shape files surrounding the project limits

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00048-00-RS

D. Aerial Photography
E. Maintenance and flooding records
F. ROW, GIS and property data

1.2 Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. Detailed topographic survey will not be collected.

1.3 Utility Locates & Coordination: Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

2. GEOTECHNICAL INVESTIGATION

Pavement Core Review: Review Pavement Investigation Report provided by the Village in order to design a proper rehabilitation strategy. Obtaining pavement cores is not included in the scope of this project.

3. PLAN PREPARATION

3.1 Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.

3.2 Specifications: Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.

3.3 Drainage and Utilities Design: Prepare details as necessary to convey storm sewer repairs and minor modifications. It is assumed that the project outfalls will be maintained and not modified as part of this project.

3.4 Plan Preparation: Complete bid documents required for bidding including:

- A. General Notes/Standards
- B. Summary of Quantities/Schedule
- C. Existing and Proposed Typical Sections
- D. Drainage Repairs Details
- E. Construction Details
- F. District 1 Details
- G. Bid Forms- Notice to Bidders, Schedule of Prices, Bid Bond Requirements
- H. Special Provisions
- I. Estimate of Time
- J. Opinion of Probable Construction Cost

A detailed plan set will not be prepared. Schematic drawings will be used to convey storm sewer repairs or other miscellaneous details and included in the bid documents.

Preliminary (60%) and Final (100%) submittals are anticipated for this Project. Disposition of Comments will be provided for comments received.

4. QA/QC

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00048-00-RS

Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

5. ASSIST BIDDING

Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

6. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

The following meetings are anticipated for this project:

A. Village (2 total) (Kickoff, Pre-Final)

7. PROJECT MANAGEMENT

Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

8. PROJECT DELIVERABLES

8.1 Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- A. Electronic DGN, Digital Photos, and GIS files used in project development including Plans and Exhibits.
- B. Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

8.2 Not Included: The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Permit Review fees
- B. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations
- C. Environmental Studies (PESA, PSI, etc.)
- D. Floodway or wetland permitting
- E. Pavement Cores
- F. LPC 663

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00048-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Estimated advertisement - March 13, 2025
Estimated bid opening - March 27, 2025
Estimated construction contract awarded - April 2025
Estimated construction start date - May 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00048-00-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)

Client: LITHV

Plan Number: 2400454.00

Plan Name: LITHV 2025 MFT Design

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals		202.00	\$29,900.00	\$100.00		\$30,000.00
100 - Early Coordination and Data Collection		40.00				
	Alex Malakowsky	25.00				
	Colin McGovern	5.00				
	Sully Hyder	10.00				
130 - Geotechnical Investigation		4.00				
	Colin McGovern	2.00				
	Sully Hyder	2.00				
600 - Plan Preparation		115.00				
	Colin McGovern	35.00				
	Sully Hyder	80.00				
700 - QA/QC		4.00				
	Jason Fluhr	4.00				
710 - Assist Bidding		20.00				
	Colin McGovern	9.00				
	Sully Hyder	11.00				
720 - Project Meetings and Public Involvement		7.00				
	Colin McGovern	3.00				
	Jason Fluhr	1.00				
	Sully Hyder	3.00				
800 - Project Management		12.00				
	Colin McGovern	10.00				
	Jason Fluhr	2.00				
	Sully Hyder	0.00				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 24-00048-00-RS

BE IT RESOLVED, by the Board of the Village of Lake in the Hills

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work.

2. That there is hereby appropriated the sum of thirty thousand

Dollars (\$30,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Clerk in and for said Village of Lake in the Hills

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

Board of Lake in the Hills at a meeting held on

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works

SUBJECT: Approval of an IDOT Resolution and Task Order for Albrecht Road Resurfacing Design Services

EXECUTIVE SUMMARY

Staff seeks Board approval to engage Baxter & Woodman to perform Design Engineering Services for the Albrecht Road Resurfacing Project.

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

The Rebuild Illinois capital program provided municipalities with bond proceed revenue based on population size from 2020 through 2022. The Village had received a total of \$1,926,240.18 in Rebuild Illinois bond proceeds by the end of 2022, which have to be used prior to July 1, 2025. The Industrial Drive Construction project used approximately \$1,267,082.00 of the available funds, which leaves approximately \$659,000.00 for the Albrecht Road Resurfacing Project.

The Village Engineer, Baxter & Woodman, has provided the attached task order to perform Phase 1 design engineering services for the Albrecht Road Resurfacing Project at a cost not to exceed \$27,000.00. This expenditure is also itemized within the required IDOT Engineering Services Agreement for this project.

Prior to using the Rebuild Illinois proceeds within the MFT fund, the Illinois Department of Transportation (IDOT) requires that the Village Board appropriate the funds by approving an IDOT Resolution for Improvement. This Resolution commits the Village to an expenditure of \$27,000.00 for the design engineering services.

FINANCIAL IMPACT

The Village's 2024 MFT budget includes \$62,580.00 for Phase 1 & 2 engineering design of Albrecht Road. With Phase 1 not to exceed \$27,000.00, it will leave a remaining balance of \$35,580.00 for Phase 2 engineering.

ATTACHMENTS

1. Baxter & Woodman Task Order 2024-05
2. IDOT Resolution for Improvement
3. IDOT Engineering Services Agreement

RECOMMENDED MOTION

Motion to approve Baxter & Woodman Task Order 2024-05 for Design Engineering Services for the Albrecht Road Resurfacing Project, in an amount not to exceed \$27,000.00.

Motion to approve the IDOT Resolution for Improvement and Engineering Services Agreement to appropriate \$27,000.00 of Rebuild Illinois Bond Proceeds within the MFT Fund for the design engineering of the Albrecht Road Resurfacing Project.

**VILLAGE OF LAKE IN THE HILLS, ILLINOIS
ALBRECHT ROAD RESURFACING DESIGN SERVICES**

FORM OF TASK ORDER

Task Order No. 2024-05

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2024 Professional Engineering Services, dated December 2023 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Albrecht Road Resurfacing Design Services

2. **Services of Consultant:**

1. EARLY COORDINATION AND DATA COLLECTION

1.1 Data Collection: Obtain, review and evaluate the following information provided by the Village for use in design:

A. Utility Atlases

B. Existing Roadway and Structure Plans with Inspection Reports

C. GIS Shape files surrounding the project limits

D. Aerial Photography

E. Maintenance and flooding records

F. ROW, GIS and property data

1.2 Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. Detailed topographic survey will not be collected.

1.3 Utility Locates & Coordination: Contact JULIE to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare “Status of Utilities to be Adjusted” special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

2. GEOTECHNICAL INVESTIGATION

Pavement Core Review: Review Pavement Investigation Report provided by the Village in order to design a proper rehabilitation strategy. Obtaining pavement cores is not included in the scope of this project.

3. PLAN PREPARATION

- 3.1 Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- 3.2 Specifications: Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- 3.3 Drainage and Utilities Design: Prepare details as necessary to convey storm sewer repairs and minor modifications. It is assumed that the project outfalls will be maintained and not modified as part of this project.
- 3.4 Detailed Drawings: Complete required plan sheets required for pre-final and final IDOT submittals including: Cover, General Notes, Summary of Quantities, Typical Sections, Schematic Plan (no topographic survey), Pavement Markings, and Design Details.

Preliminary (60%) and Final (100%) submittals are anticipated for this Project. Disposition of Comments will be provided for comments received.

4. QA/QC

Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

5. ASSIST BIDDING

Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

6. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

The following meetings are anticipated for this project:

- A. Village (2 total) (Kickoff, Pre-Final)

7. PROJECT MANAGEMENT

Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

8. PROJECT DELIVERABLES

- 8.1 Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- A. Electronic DGN, Digital Photos, and GIS files used in project development including Plans and Exhibits.

- B. Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hardcopies.

- 8.2 Not Included: The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Permit Review fees

- B. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations

- C. Environmental Studies (PESA, PSI, etc.)

- D. Floodway or wetland permitting

- E. Pavement Cores

- F. LPC-663

- 3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

- None

4. **Commencement Date:**

X the date of execution of this Task Order by Owner.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

X May 1, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date: None

7. **Key Project Personnel:**

Names: Colin McGovern

Telephone: 815-444-3297

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$27,000, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant, as provided in Attachment C of the Master Contract, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

Exhibit A – Hours, Budget, and Compensation

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.


The Effective Date of this Task Order is _____, 2024

VILLAGE OF LAKE IN THE HILLS

By: _____
Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC



Jason J. Fluhr, PE
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carolyn A. Grieves, PE

Title: Vice President

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230

Plan Number: 2400463.00

Plan Name: LITHV Albrecht Road Resurfacing

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals		175.00	\$26,900.00	\$100.00		\$27,000.00
100 - Early Coordination and Data Collection		20.00				
	Colin McGovern	5.00				
	Matt Ornig	3.00				
	Michael Ewers	9.00				
	Sully Hyder	3.00				
130 - Geotechnical Investigation		4.00				
	Colin McGovern	4.00				
600 - Plan Preparation		105.00				
	Colin McGovern	25.00				
	Matt Ornig	30.00				
	Sully Hyder	50.00				
700 - QA/QC		6.00				
	Colin McGovern	4.00				
	Jason Fluhr	2.00				
710 - Assist Bidding		16.00				
	Colin McGovern	8.00				
	Sully Hyder	8.00				
720 - Project Meetings and Public Involvement		8.00				
	Colin McGovern	4.00				
	Jason Fluhr	4.00				
800 - Project Management		16.00				
	Colin McGovern	12.00				
	Jason Fluhr	4.00				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Resolution Type: Original, Resolution Number, Section Number: 24-00047-00-RS

BE IT RESOLVED, by the Board of the Village of Lake in the Hills

Governing Body Type, Local Public Agency Type, Name of Local Public Agency, Contract or Day Labor

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Albrecht Road, 0.51, Miller Road, Lakewood Road

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Work consists of HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work.

2. That there is hereby appropriated the sum of twenty seven thousand

Dollars (\$27,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, [Name of Clerk] Village [Local Public Agency Type] Clerk in and for said Village [Local Public Agency Type]

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

Board of Lake in the Hills at a meeting held on [Date]

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



Local Public Agency Engineering Services Agreement

Agreement For: MFT PE; Agreement Type: Original; Using Federal Funds? No

LOCAL PUBLIC AGENCY: Lake in the Hills, McHenry, 24-00047-00-RS, Guy Fehrman, (847) 960-7507, lfehrman@lith.org

SECTION PROVISIONS: Albrecht Road, 0.51 miles, N/A, Miller Road to Lakewood Road

Project Description: Work consists of HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work. B&W Project Number 2400463

Engineering Funding: Rebuild Illinois Bond Funds; Anticipated Construction Funding: Rebuild Illinois Bond Funds

AGREEMENT FOR: Phase II - Design Engineering

CONSULTANT: Baxter & Woodman, Inc., Colin McGovern, (815) 444-3297, cmcgovern@baxterwoodman.com, 8430 W Bryn Mawr Ave, Suite 400, Chicago, IL, 60631

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.

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.

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)
- Exhibit D: Fee
- Exhibit E: RBI Resolution
- _____

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 \$27,000.00 (Maximum Fee \$150,000)

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
Baxter & Woodman, Inc.	36-2845242	\$27,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$27,000.00
Total for all work		\$27,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type Village

 of

Local Public Agency Lake in the Hills
--

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Lake in the Hills

 Local Public Agency Type

Village

 Clerk

Title

Village President

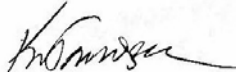
(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name Baxter & Woodman, Inc.
--


By (Signature & Date)

 3/18/24
--

Title

Deputy Secretary

By (Signature & Date)

 3/18/24

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00047-00-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

PROJECT LOCATION:

The project is located along Albrecht Road from Miller Road to Lakewood Road within the Village of Lake in the Hills.

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

1.1 Data Collection: Obtain, review and evaluate the following information provided by the Village for use in design:

- A. Utility Atlases
- B. Existing Roadway and Structure Plans with Inspection Reports
- C. GIS Shape files surrounding the project limits
- D. Aerial Photography
- E. Maintenance and flooding records
- F. ROW, GIS and property data

1.2 Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair. Detailed topographic survey will not be collected.

1.3 Utility Locates & Coordination: Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

2. GEOTECHNICAL INVESTIGATION

Pavement Core Review: Review Pavement Investigation Report provided by the Village in order to design a proper rehabilitation strategy. Obtaining pavement cores is not included in the scope of this project.

3. PLAN PREPARATION

3.1 Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.

3.2 Specifications: Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.

3.3 Drainage and Utilities Design: Prepare details as necessary to convey storm sewer repairs and minor modifications. It is assumed that the project outfalls will be maintained and not modified as part of this project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00047-00-RS

3.4 Detailed Drawings: Complete required plan sheets required for pre-final and final IDOT submittals including: Cover, General Notes, Summary of Quantities, Typical Sections, Schematic Plan (no topographic survey), Pavement Markings, and Design Details.

Preliminary (60%) and Final (100%) submittals are anticipated for this Project. Disposition of Comments will be provided for comments received.

4. QA/QC

Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

5. ASSIST BIDDING

Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

6. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

The following meetings are anticipated for this project:

A. Village (2 total) (Kickoff, Pre-Final)

7. PROJECT MANAGEMENT

Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

8. PROJECT DELIVERABLES

8.1 Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- A. Electronic DGN, Digital Photos, and GIS files used in project development including Plans and Exhibits.
- B. Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

8.2 Not Included: The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Permit Review fees
- B. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations
- C. Environmental Studies (PESA, PSI, etc.)
- D. Floodway or wetland permitting
- E. Pavement Cores
- F. LPC-663

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00047-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Estimated advertisement - March 13, 2025
 Estimated bid opening - March 27, 2025
 Estimated construction contract awarded - April 2025
 Estimated construction start date - May 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Baxter & Woodman, Inc.	McHenry	24-00047-00-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)

Plan Number: 2400463.00

Plan Name: LITHV Albrecht Road Resurfacing

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals		175.00	\$26,900.00	\$100.00		\$27,000.00
100 - Early Coordination and Data Collection		20.00				
	Colin McGovern	5.00				
	Matt Ornig	3.00				
	Michael Ewers	9.00				
	Sully Hyder	3.00				
130 - Geotechnical Investigation		4.00				
	Colin McGovern	4.00				
600 - Plan Preparation		105.00				
	Colin McGovern	25.00				
	Matt Ornig	30.00				
	Sully Hyder	50.00				
700 - QA/QC		6.00				
	Colin McGovern	4.00				
	Jason Fluhr	2.00				
710 - Assist Bidding		16.00				
	Colin McGovern	8.00				
	Sully Hyder	8.00				
720 - Project Meetings and Public Involvement		8.00				
	Colin McGovern	4.00				
	Jason Fluhr	4.00				
800 - Project Management		16.00				
	Colin McGovern	12.00				
	Jason Fluhr	4.00				



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with 3 columns: Resolution Type (Original), Resolution Number, Section Number (24-00047-00-RS)

BE IT RESOLVED, by the Board of the Village of Lake in the Hills, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Albrecht Road, 0.51, Miller Road, Lakewood Road

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Work consists of HMA resurfacing, curb & gutter and sidewalk repairs, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous item of work.

2. That there is hereby appropriated the sum of twenty seven thousand

Dollars (\$27,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, [Name of Clerk] Village [Local Public Agency Type] Clerk in and for said Village [Local Public Agency Type]

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

Board of Lake in the Hills at a meeting held on [Date]

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [Day] day of [Month], Year.

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works

SUBJECT: Ordinance Approving Piers and Pier Replacement Project at Knockels Park

EXECUTIVE SUMMARY

Staff wishes to replace the existing piers at Nockels Park; however, current Code requirements restrict having more than one pier or dock structure per lot. In addition, the Code limits piers or docks from projecting more than 20 feet into a waterway, and it limits portions of piers and docks parallel to a shoreline to a length of no greater than 20 feet. The piers requiring replacement extend beyond these parameters.

In order to move forward, Board action is required to approve an Ordinance allowing these piers to be positioned at the site. There are three total piers along the shoreline; Pier 1 is a fishing pier, Pier 2 is a public boat pier, and Pier 3 is the pier used by the police patrol boat. Piers 1 and 2 are budgeted for replacement in 2024.

On January 29, 2024, Village staff released a Request for Proposal (RFP) for the project to the Village's website, published in the Northwest Herald and contacted twelve separate vendors to notify them of this opportunity. On February 20, 2024, one sealed proposal was opened from Cube Docks for \$48,500.00. Cube Docks is a new contractor working for the Village. Staff contacted their work references and were pleasantly surprised to discover that each of them who responded did so positively, stating they were very satisfied with their results and that they were professional, were on time, and had no issues, further stating that they would use them again in the future. As such, Village staff recommends awarding a contract with Cube Docks for \$48,500.00.

FINANCIAL IMPACT

At \$27,000.00, the larger of the two piers met the capital threshold to be budgeted out of the Village's Capital Improvement Fund. The smaller pier was budgeted at \$22,000.00 out of the Public Properties budget. The bid for both docks from Cube Docks is \$48,500.00, which is \$500.00 below the total FY2024 budgeted amount of \$49,000.00. The \$500.00 savings will be split equally between the two Funds. The total expense within the Capital Improvement Fund will be \$26,750.00 and the General Fund, Public Properties will be \$21,750.00.

ATTACHMENTS

1. Ordinance
2. Cube Docks Bid Certification
3. Bid Tabulation Sheet

RECOMMENDED MOTION(S)

Motion to approve an Ordinance Approving Piers at Nockels Park.

Motion to accept the bid and award a contract to Cube Docks for the Nockels Park Pier Replacement project, at a cost not to exceed \$48,500.00.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024 - ____

An Ordinance Approving Piers at Nockels Park

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 Village wishes to construct new piers on that certain property commonly known as Nockels Park in the Village, which is legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (the "Property"); and

WHEREAS, Section 24.10 of the Lake in the Hills Municipal Code (the "Municipal Code") allows only one pier or dock structure to be permitted per zoning lot, limits piers or docks to projecting not more than 20 feet into a waterway, and limits portions of piers and docks parallel to a shoreline to a length of no greater than 20 feet; 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 construction of multiple piers that exceed the size limits in Section 24.10 of the Municipal Code on the Property;

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 PIERS. Notwithstanding the requirements of Section 24.10 of the Municipal Code, the Village President and Board of Trustees hereby approve the following piers on the Property:

- A. Pier 1, a fishing pier, projecting not more than 44.41 feet into the waterway, and with the portion of the pier parallel to the shoreline having a length of not more than 20.58 feet, as shown in Exhibit B attached to and, by this reference, made a part of this Ordinance; and

B. Pier 2, a boat pier, projecting not more than 38.08 feet into the waterway, as shown in Exhibit C attached to and, by this reference, made a part of this Ordinance; and

C. Pier 3, a pier for Police Department usage only, projecting not more than 28 feet into the waterway, as shown in Exhibit D attached to and, by this reference, made a part of this Ordinance.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: Nothing in this ordinance is intended to nullify the existing codified Municipal Code, which shall remain in full force and effect.

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

Passed this 11th day of April, 2024 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 11TH DAY OF APRIL, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2, 3 AND 4 IN BLOCK 9 IN LAKE IN THE HILLS ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1948 AS DOCUMENT NO. 212938, IN BOOK 10 OF PLATS, PAGE 97, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as Nockels Park, Lake in the Hills, Illinois.

PIN: 19-20-376-027

EXHIBIT B

PIER 1, FISHING PIER

PIER 1 Fishing Pier

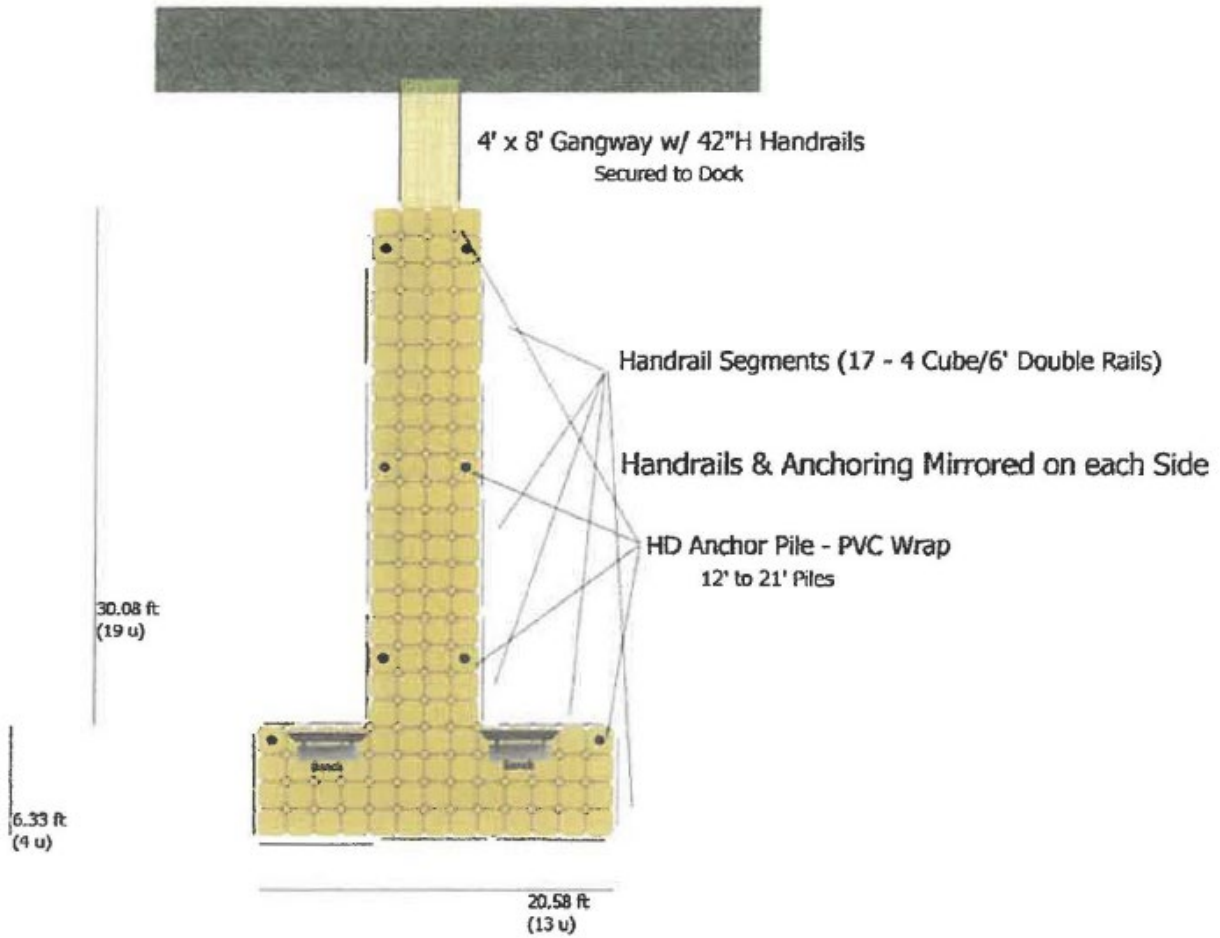


EXHIBIT C

PIER 2, BOAT PIER

PIER 2 BOAT PIER

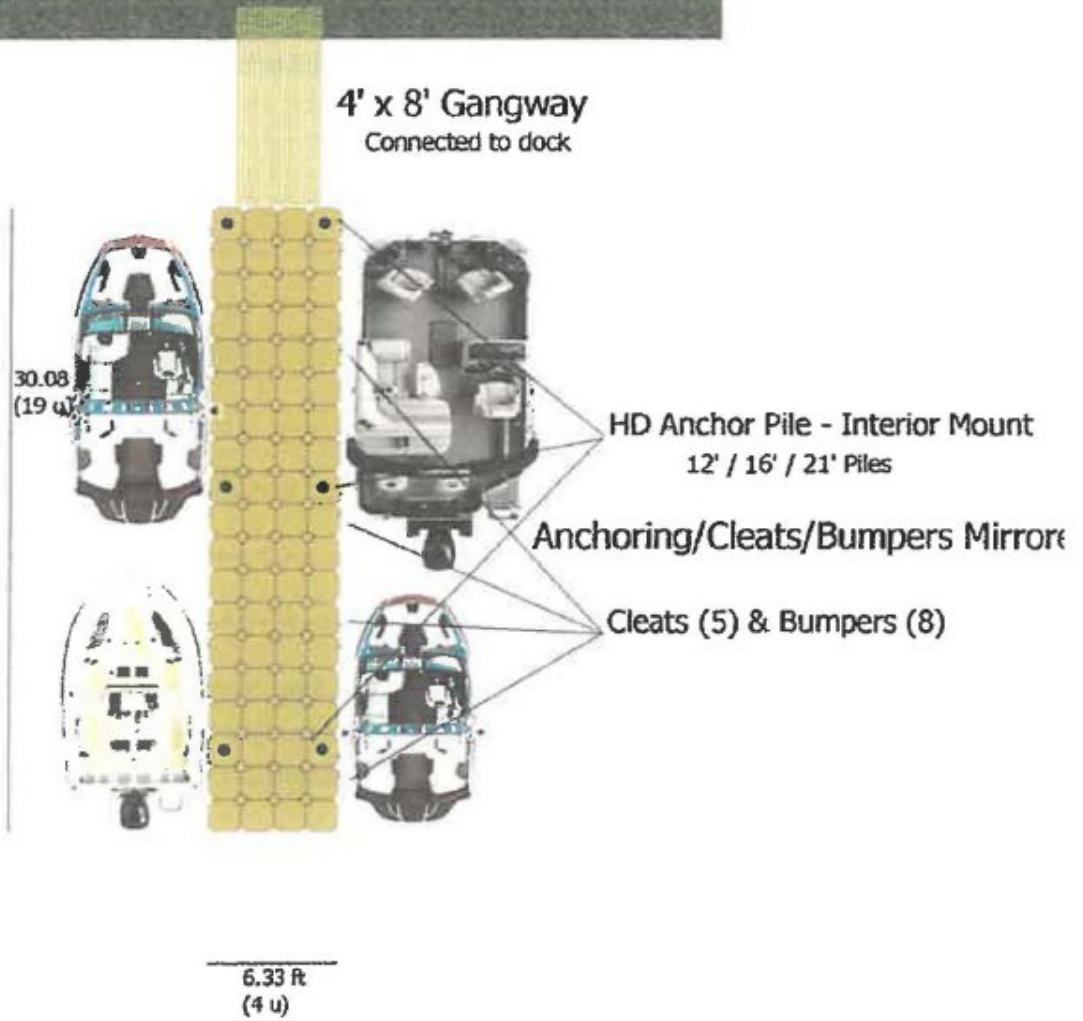
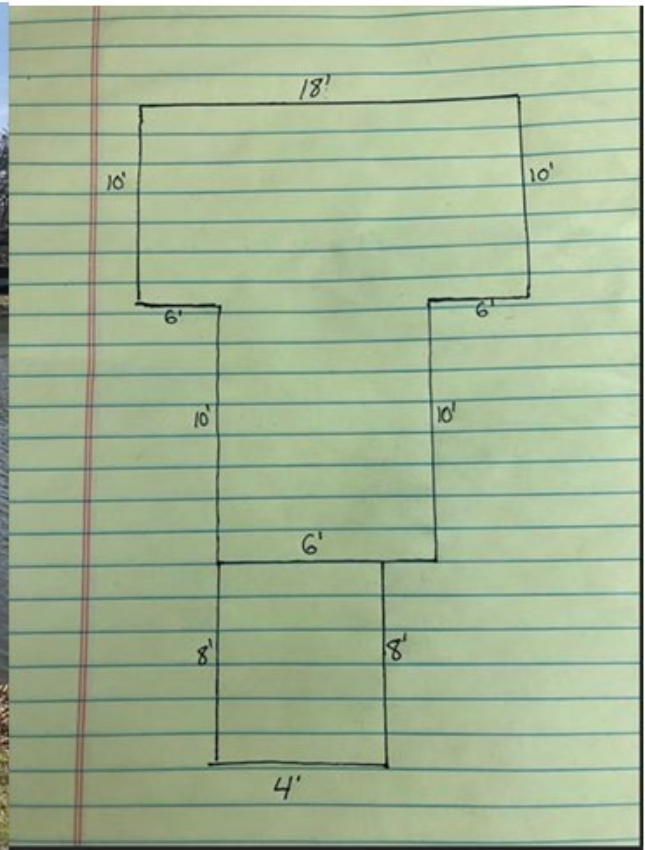


EXHIBIT D

PIER 3, POLICE DEPARTMENT PIER



APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM

CONTRACTOR'S NAME: Cube Docks
ADDRESS: 25161 W IL Rt 173
Antioch IL 60002

1. COST OF WORK:

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

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

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

FOR THE LUMP SUM OF forty-eight thousand five hundred Dollars (\$ 48,500)

2. COSTS:

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

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

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

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

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

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

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery and installation of the Nockles Pier to its designated location and ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said "Replacement of Nockles Pier", [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2024, after notification of award of contract.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Nockles Pier, in accordance with the following specifications and drawings as attached.

6. CONDITIONS:

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

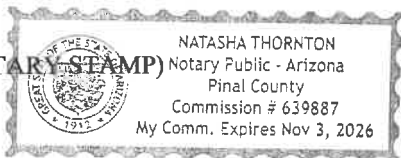
Dated at 1:15 pm this 13th day of February, 2024.

By: [Signature]
(signature)

Its: Owner
Title

Robert Gillum, being duly sworn, deposes and states that he/she is the owner of Cube Decks and that the statement above is

true and correct. Subscribed and sworn before me this 13th day of February, 2024

(NOTARY STAMP)  [Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20____

By: _____
(signature)

Title: _____

Nockles Park Pier Replacements

Village of Lake in the Hills, IL - Bid Tabulation

RFP DUE DATE: February 20, 2024 - 10:00 a.m.

Company	RFP Amount
Cube Docks	\$48,500.00



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2024

DEPARTMENT: Public Works - Airport

SUBJECT: Airport Ground Lease for Hangar PAP-14

EXECUTIVE SUMMARY

In accordance with Chapter 3.1 of the Lake in the Hills Airport Rules and Regulations, no person shall store any aircraft at the airport except pursuant to a written Lease, license and/or storage agreement approved by the Village. A new ground lease is required upon each change in ownership of a private hangar.

Todd Ogino is seeking approval for a new ground lease for Hangar PAP-14. The initial term of this lease is for twenty years from January 1, 2024, to December 31, 2043, with options to renew for four additional five-year terms. The ground lease has been retroactively dated to January 1, 2024 to the date Mr. Ogino took possession of the hanger and assumed the lease payments. The attached lease has been reviewed by the Village's attorney and has been updated to allow for annual adjustments to the lease rates by the Board. Mr. Ogino has executed the requisite lease documentation, and has provided the required certificate of insurance.

FINANCIAL IMPACT

The Airport Fund will receive \$2,343.36 annually from the ground lease. The rent and fees are subject to annual increases as approved by the Board.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-14 Ground Lease

RECOMMENDED ACTION

Motion to approve the Ordinance Authorizing the Approval of a Ground Lease between the Village of Lake in the Hills and Todd Ogino for PAP-14.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024- _____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills
and Todd Ogino for PAP-14**

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

WHEREAS, the Village and Todd Ogino wish to enter into a Ground Lease for PAP-14 at the Lake in the Hills Airport for an initial period of 20 years, ending December 31, 2043 with the option to renew for four (4) additional terms of five years; and

WHEREAS, the dimensions of the land area occupied by the outside perimeter of PAP-14 is approximately 39'3" X 14'8" by 16'6" X 14'7" of billable hangar space.

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

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Todd Ogino for PAP-14 at the Lake in the Hills Airport ("Exhibit A"), attached hereto and made a part hereof.

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

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

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

Passed this 11th day of April, 2024 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 11TH DAY OF APRIL, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

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

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 1st day of January, 2024 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Todd Ogino (the “Lessee”).

W I T N E S S E T H:

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

[PAP-14]

Lot dimensions 39’3” X 14’8” by 16’6” x 14’7” (The “Premises”).
Monthly Land Lease Amount: \$195.28

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on January 1, 2024, and shall continue for a period of 20 years and shall terminate December 31, 2043 (the “Initial Term”) unless sooner terminated as hereinafter provided.

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

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or

leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the "Approved Uses").

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

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

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

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

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the term, is subject to rate increases, as approved by the Village Board of Trustees, effective at or near the beginning of each calendar year, up to a maximum 10 percent increase over the prior calendar year's rent. The first month's Rent shall be paid upon the execution

of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease.

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

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

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

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

for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

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

ARTICLE 5: CONDITION OF PREMISES; REPAIR

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

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

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

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

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

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

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

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

ARTICLE 7: REMEDIES

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

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

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

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

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

ARTICLE 8: TAXES

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

ARTICLE 9: INSURANCE; INDEMNIFICATION

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

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

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

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

ARTICLE 10: SUBORDINATION

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

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

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

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

ARTICLE 12: ASSIGNMENT OR SUBLETTING

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

ARTICLE 13: UNTENANTABILITY

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

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

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

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

ARTICLE 15: COSTS AND FEES

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

ARTICLE 16: SUCCESSORS AND ASSIGNS

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

ARTICLE 17: REMEDIES CUMULATIVE

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

ARTICLE 18: ESTOPPEL CERTIFICATE

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

ARTICLE 19: MISCELLANEOUS

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

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

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

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

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

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the

party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

Todd Ogino
18 Brinker Road
Barrington, IL 60010

and to the Lessor at:

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

with a copy to:

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

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

ARTICLE 21: PRIOR AGREEMENTS

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

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

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: _____
Village President

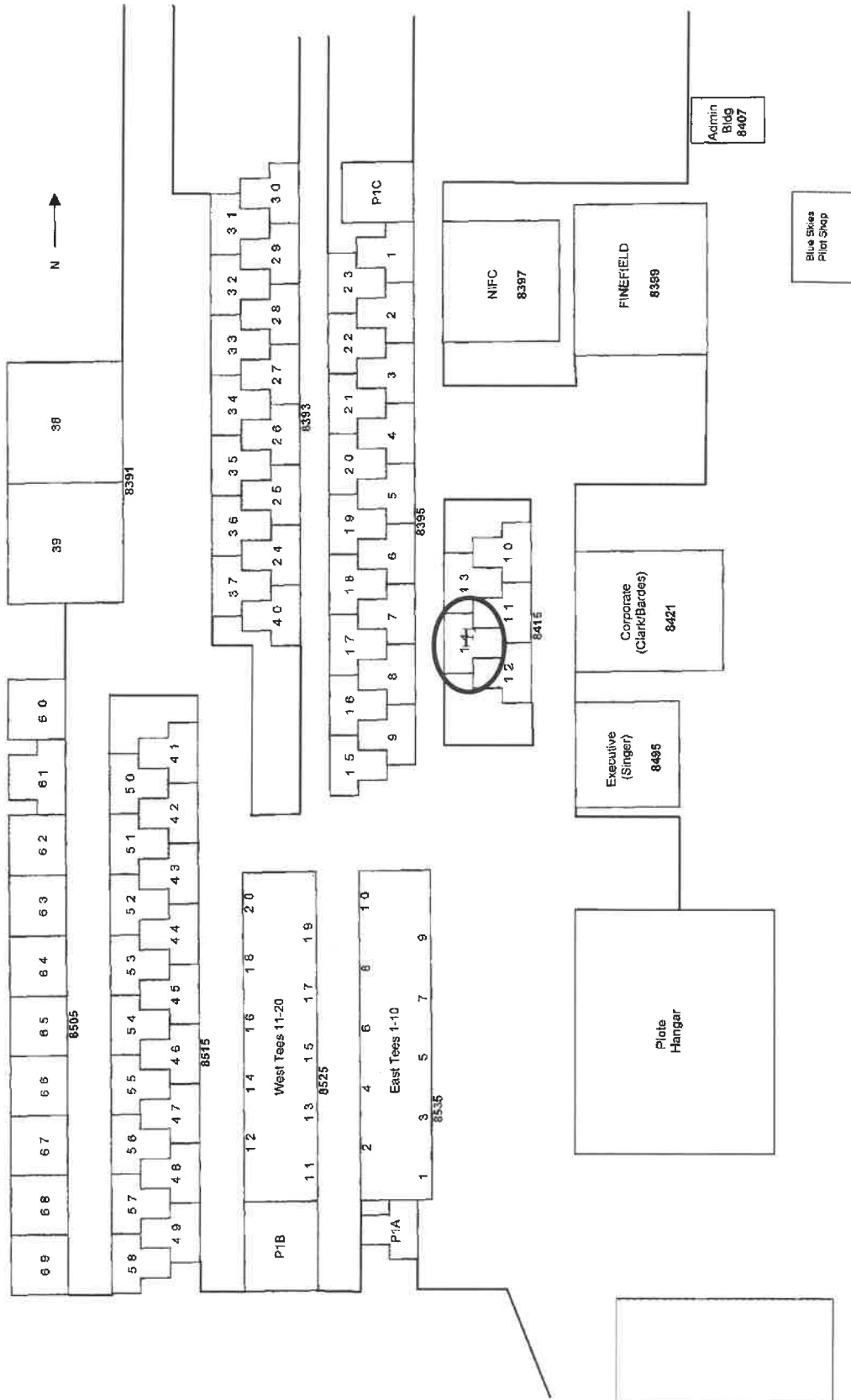
Attest: _____
Village Clerk

[LESSEE] Todd Ogino

By:  _____

Title: Owner _____

EXHIBIT A PREMISES



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly
Airport Office Sublease	375.00	Monthly

Description	Rate	Frequency
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily
Large Aircraft Ramp Fee	\$50.00	Daily

Overnight Transient Storage

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

Description	Rate	Frequency
Square Hangars	\$13.30*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx.)	\$195.28	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx.)	\$203.15	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx.)	\$218.87	Monthly

Land Leases

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

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

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$7	Single breaker serves 3 individual hangars
20	\$10	Single breaker serves 2 individual hangars
20	\$20	Fee per individual breaker
30	\$29	Fee per individual breaker
40	\$39	Fee per individual breaker
50	\$49	Fee per individual breaker
60	\$59	Fee per individual breaker

EXHIBIT B
RENT SCHEDULE

Disconnect/Reconnect – Electrical

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

Waiver to Late Fees

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

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

**EXHIBIT C
PLANS**

Not applicable.