



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 23, 2020
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Jennifer Clough. You may also join the meeting remotely by using your phone and dialing 1-872-240-3311, access code 793-159-877. When you join the meeting, please announce yourself as a member of the public. If you wish to comment, you will be allowed to do so during the Audience Participation portion of the meeting. Please be aware that the meeting will be recorded.

1. Call to Order

2. Pledge of Allegiance

3. Audience Participation

The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.

4. Discussion

A. Business and Resident relief and support in response to COVID-19 Pandemic

5. Staff Presentations

A. Administration

1. Ordinance Amending Chapter 3, Section 3.01(D) of the Municipal Code
2. Ordinance Provisionally Amending Chapter 33, Liquor Control & Liquor Licensing, and Chapter 37, Tobacco Control & Tobacco Licensing of the Municipal Code due to Coronavirus Disease 2019/COVID-19 for Liquor Licenses, Video Gaming Terminal Licenses, and Tobacco Licenses

B. Finance

1. Informational Item concerning Fiscal Year Ending December 31, 2019 Financial Results
2. Ordinance Approving Budget Amendments for Fiscal Year Ending December 31, 2019
3. Ordinance Authorizing the Disposal of Surplus Property
4. Purchase Authority for New World Systems Maintenance

C. Police Department

1. Request for Unpaid Leave Over 61 Days – Officer Lewis

- D. Public Works
 - 1. Award a Contract for the Pavement Rejuvenator Project with Corrective Asphalt Materials
 - 2. Agreement for Construction Phase Services for the first phase of the Airport Runway Improvement Project (3CK-4423) with Crawford, Murphy and Tilly, Inc.

- 6. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 - 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 - 1. Parks and Recreation Board Liaison Report

- 7. Village President
 - A. Re-Appointment – Planning & Zoning Commission – Brent Borkgren (Village Board Meeting)
 - B. Re-Appointment – Planning & Zoning Commission – Greg Walker (Village Board Meeting)
 - C. Re-Appointment – Planning & Zoning Commission – John Murphy (Village Board Meeting)
 - D. Re-Appointment – Police Commission – Craig Bolton (Village Board Meeting)
 - E. Re-Appointment – Police Pension Fund – Bryan Wolf (Village Board Meeting)
 - F. Proclamation – Arbor Day, April 24, 2020 (Village Board Meeting)

- 8. Audience Participation

- 9. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 3, Section 3.01 (D) "President Pro Tem" of the Municipal Code

EXECUTIVE SUMMARY

Following the Board's direction at the April 9, 2020 meeting, an amending ordinance is submitted for your consideration, to approve changes to Village Code Section 3.01(D) "President Pro Tem."

The changes would do the following:

1. Create a standing position of President Pro Tem, instead of the position being created only in response to an actual situation in which the Village President is incapacitated. The change would create an efficiency in not requiring the Board to convene to decide who would be the President Pro Tem if such a circumstance eventuates.

The appointment would be made by the Village Board, at large, to coincide with the two year cycle in which elected officials are sworn in to the new term office or any time a new Board member is appointed to ensure that the current Board is exercising its discretion in identifying the Pro Tem. Because the appointment has not yet been made, a provision also requires the Board to make the appointment any time the Pro Tem position is vacant, such as now, so the Board is not otherwise required to wait a year for the next Board term.

2. A second section was added to clarify that the Pro Tem would also act as the Temporary Chairperson of any meeting due to the absence of the President, for a reason other than incapacity. This section is already contemplated by state statute, 65 ILCS 5/3.1-35-35(b). The Temporary Chairperson is the designated presiding officer of the meeting and does not assume any actual power of the President.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 3, Section 3.01 (D) of the Village of Lake in the Hills Municipal Code Regarding President Pro Tem.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- _____

**An Ordinance Amending Chapter 3, Section 3.01(D)
of the Lake in the Hills Municipal Code
Regarding President Pro Tem**

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

WHEREAS, the Village Board finds it is in the interests of the health, safety and welfare of the Village and its residents to ensure an orderly process for ensuring the continued operations of government even in the event of a temporary absence or disability of the Village President.

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: Chapter 3, *Village Administration*, Section 3.01(D), *President Pro Tem*, shall be deleted in its entirety and replaced with the following new text:

D. PRESIDENT PRO TEM; TEMPORARY CHAIRPERSON:

1. At any time that one or more members of the Village Board of Trustees and/or a President are sworn in or at any time that the President Pro Tem position is vacant, the Village Board of Trustees shall nominate at large and vote upon the appointment of a President Pro Tem who shall have the powers and authority of the President, as provided by law and by ordinance, during the time the President is temporarily absent because of an incapacity to perform official duties.
2. If the President is temporarily unavailable, but not incapacitated, to preside over a meeting of the Village Board of Trustees, then the President Pro Tem shall be the Temporary Chairperson of the meeting and shall have the powers of a presiding officer and a

right to vote only in the capacity as Trustee on any ordinance, resolution, or motion.

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 23rd day of April, 2020 by roll call vote as follows:

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

APPROVED THIS 23RD DAY OF APRIL, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Provisionally Amending Chapter 33, Liquor Control & Liquor Licensing, and Chapter 37, Tobacco Control & Tobacco Licensing of the Municipal Code

EXECUTIVE SUMMARY

Following the Board's direction at the April 9, 2020 meeting, a provisionally amending ordinance is attached for consideration due to COVID-19 financial relief efforts for Lake in the Hills businesses in regards to payment of fees for Liquor, Video Gaming and Tobacco Licenses. The Terminal Operator fee has been excluded from this Ordinance and relief consideration as this fee is charged and paid by the regional/national terminal operators (non-Lake in the Hills businesses). All fees in the amount of \$500 per terminal operator at 13 locations has already been paid and received by the Village.

In order to allow the Village's businesses to maintain funds for operating capital in the short-term and provide relief with economic challenges, the Village is providing for a one-time extension for payment of fees and a fifty percent (50%) reduction in the amount of fees, with a refund of a portion of the fees already paid, for liquor, video gaming and tobacco licenses for licenses issued or renewed in 2020.

This does not extend the time for submitting applications for renewal of annual liquor, video gaming and tobacco licenses and all license holders must still submit applications for renewal. The Village will not presume any licenses are being renewed. Subject to properly submitted and approved applications for renewal, annual liquor, video gaming and tobacco licenses will still be issued commencing May 1, 2020. All money owed to the Village shall be paid no later than July 31, 2020.

FINANCIAL IMPACT

The total amount budgeted for Liquor, Video Gaming and Tobacco licenses in the FY 20 Budget was \$75,250. Several changes occurred with businesses and their Liquor and Video Gaming license needs between the development of the FY 20 Budget and the licenses renewal process in early 2020. The changes (summarized below) resulted in Liquor licenses to increase by \$1,500 and Video Gaming licenses to increase by \$1,800 for a total increase of \$3,300. The new revenue amount for Liquor, Video Gaming and Tobacco licenses for the renewal process is now \$78,550.

The 50% reduction for COVID-19 relief for these licenses fees will result in \$39,275 for the new revenue amount and also the amount of relief provided to Lake in the Hills businesses.

	<u>Liquor</u>	<u>Video Gaming</u>	<u>Tobacco</u>	<u>Totals</u>	<u>COVID-19 Relief</u>	<u>FY 20 Budget Impact</u>
FY 20 Budget	\$ 44,100.00	\$ 27,900.00	\$ 3,250.00	\$ 75,250.00	\$ 39,275.00	\$ (35,975.00)
FY 20 Actual	\$ 45,600.00	\$ 29,700.00	\$ 3,250.00	\$ 78,550.00	\$ 39,275.00	
Difference	\$ 1,500.00	\$ 1,800.00	\$ -	\$ 3,300.00		
<u>Reconciliation of Changes from Budget to Actual</u>						
Chen's Not Renewing License	\$ (2,000.00)					
Open Bar Catering did not renew	\$ (1,000.00)					
May's New License	\$ 2,500.00					
Cacha's Tacos New License	\$ 2,000.00					
Glogovsky Oil added another machine		\$ 500.00				
Moretti's added another machine		\$ 500.00				
Butcher on the Block added another machine		\$ 500.00				
American Legion added another machine		\$ 300.00				
Total Changes	\$ 1,500.00	\$ 1,800.00				
Check	\$ -	\$ -				

To date, the Village has collected \$46,050 in revenue. However, the proposed Ordinance, if passed, would still require the Village to collect \$15,250 from 10 businesses and issue \$22,025 in refunds to 22 business that have already paid. The listing of businesses that still owe fees or those that will receive a refund can be found in the attachment section below. The net effect on the FY 20 Budget revenue amount will be -\$35,975 under budget for FY 2020.

ATTACHMENTS

1. Proposed Ordinance
2. Business Listing Detailing Amount owed or refund due

RECOMMENDED MOTION

Motion to approve an Ordinance Provisionally Amending Chapter 33, Liquor Control & Liquor Licensing, and Chapter 37, Tobacco Control and Tobacco Licensing, of the Lake in the Hills Municipal Code due to Coronavirus Disease 2019/COVID-19 for Liquor Licenses, Video Gaming Terminal Licenses, and Tobacco Licenses.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - _____

An Ordinance Provisionally Amending Chapter 33, Liquor Control and Liquor Licensing, and Chapter 37, Tobacco Control and Tobacco Licensing, of the Lake in the Hills Municipal Code due to Coronavirus Disease 2019/COVID-19 for Liquor Licenses, Video Gaming Terminal Licenses, and Tobacco Licenses

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

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

WHEREAS, on March 16, 2020, Illinois Governor J.B. Pritzker signed Executive Order 2020-07 (COVID-19 Executive Order No. 5) which mandated that all businesses in the State of Illinois offering food or beverages for onsite consumption, including restaurants, bars, grocery stores, and food halls, must suspend service for and may not permit on-premises consumption from March 16, 2020 through March 30, 2020; and

WHEREAS, on March 20, 2020, Governor Pritzker issued Executive Order 2020-10 (COVID-19 Executive Order No. 8) that, among other things, issued a stay at home order for state residents and has restricted the operations of non-essential businesses effective through April 7, 2020 and mandates that all public and private gatherings in the State of Illinois of ten people or more are generally prohibited for the duration of the Gubernatorial Disaster Proclamation; and

WHEREAS, on April 1, 2020, Governor Pritzker issued Executive Order 2020-18 (COVID-19 Executive Order No. 16) that, among other things, extended the suspension of on-premises consumption of food or beverages at restaurants, bars, grocery stores, and food halls, the stay at home order for state residents, the restrictions on operations of non-essential businesses, the mandate regarding

public and private gatherings, effective through April 30, 2020; and

WHEREAS, the Coronavirus Disease 2019/COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge for Village businesses; and

WHEREAS, in order to allow the Village's businesses to maintain funds for operating capital in the short-term and provide relief with economic challenges, the Village is providing for a one-time extension of the time for payment of fees and a fifty percent (50%) reduction in the amount of fees, with a refund of a portion of the fees already paid, for liquor, video gaming terminal, and tobacco licenses for licenses issued or renewed in 2020.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, that a provisional amendment be made to Chapter 33, Liquor Control and Liquor Licensing, and Chapter 37, Tobacco Control and Tobacco Licensing, due to Coronavirus Disease 2019/COVID-19, as follows:

SECTION 1: ONE-TIME EXTENSION OF TIME FOR PAYMENT AND REDUCTION IN THE AMOUNT OF ANNUAL LIQUOR LICENSE FEES. All liquor license fees set forth in Section 33.08, Classifications, Fees, and Daily and Event Permits, and Auxiliary Licenses, and Appendix B, Comprehensive Fine and Fee Schedule, due May 1, 2020 are hereby extended and shall be paid to the Local Liquor Control Commissioner no later than July 31, 2020. Said liquor license fees shall be reduced by fifty percent (50%) for amounts owed in 2020. Should a license holder have already paid the annual liquor license fee due May 1, 2020 in full, the Village shall refund fifty percent (50%) of the amount paid.

This does not extend the time for submitting applications for renewal of annual liquor licenses and all license holders must still submit applications for renewal. The Village will not presume any liquor licenses are being renewed. Subject to properly submitted and approved applications for renewal, annual liquor licenses will still be issued commencing May 1, 2020.

SECTION 2: ONE-TIME EXTENSION OF TIME FOR PAYMENT AND REDUCTION IN THE AMOUNT OF ANNUAL VIDEO GAMING TERMINAL LICENSE FEES. All video gaming terminal license fees set forth in Section 33.31, Video Gaming Terminals, and Appendix B, Comprehensive Fine and Fee Schedule, due March 1, 2020 are hereby extended and shall be paid no later than July 31, 2020. Said video gaming terminal

license fees shall be reduced by fifty percent (50%) for amounts owed in 2020. Should a license holder have already paid the annual video gaming terminal license fee due March 1, 2020 in full, the Village shall refund fifty percent (50%) of the amount paid.

This does not extend the time for submitting applications for renewal of annual video gaming terminal licenses and all license holders must still submit applications for renewal. The Village will not presume any video gaming terminal licenses are being renewed. Subject to properly submitted and approved applications for renewal, annual video gaming terminal licenses will still be issued commencing May 1, 2020.

SECTION 3: ONE-TIME EXTENSION OF TIME FOR PAYMENT FOR ANNUAL TOBACCO LICENSE FEE. All tobacco license fees set forth in Section 37.07, Fees, and Appendix B, Comprehensive Fine and Fee Schedule, due May 1, 2020 are hereby extended and shall be paid to the Local Tobacco Control Commissioner no later than July 31, 2020. Said tobacco license fees shall be reduced by fifty percent (50%) for amounts owed in 2020. Should a license holder have already paid the annual tobacco license fee due May 1, 2020 in full, the Village shall refund fifty percent (50%) of the amount paid.

This does not extend the time for submitting applications for renewal of annual tobacco licenses and all license holders must still submit applications for renewal. The Village will not presume any tobacco licenses are being renewed. Subject to properly submitted and approved applications for renewal, annual video gaming terminal licenses will still be issued commencing May 1, 2020.

SECTION 4: Any new applications in calendar year 2020 for liquor licenses, video gaming terminal licenses, or tobacco licenses made during the effective dates of Governor Pritzker's Executive Order 2020-07 (COVID-19 Executive Order No. 5), Executive Order 2020-10 (COVID-19 Executive Order No. 8), and/or Executive Order 2020-18 (COVID-19 Executive Order No. 16) or any extension thereof shall also be reduced by fifty percent (50%) of the amounts owed.

SECTION 5: In all other respects, Chapter 33, Liquor Control and Liquor Licensing, and Chapter 37, Tobacco Control and Tobacco Licensing, and all regulations and policies shall remain unchanged and all liquor, video gaming terminal, and tobacco license holders are expected to continue their compliance with state and local law and ordinance and the terms of the licenses issued by the Village.

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

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

SECTION 8: This Ordinance shall be in full force and effect upon its approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 23rd day of April, 2020 by roll call vote as follows:

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

APPROVED THIS 23RD DAY OF APRIL, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

2020-2021 LICENSE HOLDERS

Business	Class	Liquor	Tobacco	Video Gaming	Total Amount Owed	50% due to COVID-19 Relief	Payment Already Received	New Amount Owed/(Refund back to business)
220 N. Randall Rd. Inc., d/b/a Moretti's Pizza	Class A-1	\$2,500		\$3,000	\$5,500	\$2,750	\$0	\$2,750
Stella's - Lake in the Hills, LLC d/b/a Stella's Place	Class A-2	\$2,500		\$2,500	\$5,000	\$2,500	\$0	\$2,500
Bistro Wasabi	Class A	\$2,000		\$1,500	\$3,500	\$1,750	\$0	\$1,750
D.M. Burgers	Class D	\$1,000		\$2,500	\$3,500	\$1,750	\$0	\$1,750
JOGA LLC d/b/a JJ	Class D	\$1,000		\$2,500	\$3,500	\$1,750	\$0	\$1,750
Dino's Enterprises, LLC d/b/a Dino's Pizza & Pasta	Class D	\$1,000		\$2,500	\$3,500	\$1,750	\$0	\$1,750
Cachas Tacos, Inc.	Class A	\$2,000			\$2,000	\$1,000	\$0	\$1,000
Lake in the Hills P.O.A.	Class C	\$300		\$1,200	\$1,500	\$750	\$0	\$750
Yatee, Inc., d/b/a Park N' Shop Food & Liquor	Class B	\$1,000	\$250		\$1,250	\$625	\$0	\$625
7-Eleven	Class B	\$1,000	\$250		\$1,250	\$625	\$0	\$625
Dotty's	Class A-2	\$2,500	\$250	\$2,500	\$5,250	\$2,625	\$5,250	(\$2,625)
Butcher on the Block Meat & Deli, Inc. d/b/a Butcher on the Block	Class E-1	\$2,000		\$2,500	\$4,500	\$2,250	\$4,500	(\$2,250)
Glogovsky Oil Company V d/b/a The Grove Mart	Class B	\$1,000	\$250	\$3,000	\$4,250	\$2,125	\$4,250	(\$2,125)
Alfredo's	Class A	\$2,000		\$2,000	\$4,000	\$2,000	\$4,000	(\$2,000)
Mays Lake in the Hills LLC	Class A-2	\$2,500			\$2,500	\$1,250	\$2,500	(\$1,250)
Boulder Ridge Country Club	Class A	\$2,000	\$250		\$2,250	\$1,125	\$2,250	(\$1,125)
Melody Living Associates - IL, LLC - d/b/a Melody Living	Class A-3	\$2,000			\$2,000	\$1,000	\$2,000	(\$1,000)
AMC	Class A	\$2,000			\$2,000	\$1,000	\$2,000	(\$1,000)
Lily Garden	Class A	\$2,000			\$2,000	\$1,000	\$2,000	(\$1,000)
Mori Contemporary-Sushi d/b/a Mori Sushi	Class A	\$2,000			\$2,000	\$1,000	\$2,000	(\$1,000)
American Legion Post #1231	Class C	\$300		\$1,500	\$1,800	\$900	\$1,800	(\$900)
Megha Food Corp., d/b/a Lottery Mart	Class B	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Hills Food & Liquor	Class B	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Sangi Inc. d/b/a LITH Liquor	Class B	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Walgreens	Class B	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Thornton's Inc. #119	Class B	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Speedway	Class E	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Bucky's Express	Class F	\$1,000	\$250		\$1,250	\$625	\$1,250	(\$625)
Costco Wholesale Corp. #774	Class B	\$1,000			\$1,000	\$500	\$1,000	(\$500)
Highland Park CVS LLC. d/b/a CVS Pharmacy #7970	Class B	\$1,000			\$1,000	\$500	\$1,000	(\$500)
251 Pub Inc. d/ba Woods Creek Tavern	Class A	\$2,000		\$2,500	\$4,500	\$2,250	\$2,500	(\$250)
Shreedhar Inc. d/b/a Cigarettes Cheaper			\$250		\$250	\$125	\$250	(\$125)
Totals		\$45,600	\$3,250	\$29,700	\$78,550	\$39,275	\$46,050	\$6,775



INFORMATIONAL MEMORANDUM

MEETING DATE: April 23, 2020

DEPARTMENT: Finance

SUBJECT: Fiscal Year Ending December 31, 2019 Financial Results

EXECUTIVE SUMMARY

A presentation will be given outlining and reviewing the FY 19 financial results. This will include;

- Revenues and expenses compared to the FY 19 budget
- Revenues and expenses compared to the FY 19 estimate that were established during the FY 20 budget presentation
- An update on fund balances and fund reserves
- An update on the FY 19 annual audit that is currently in progress

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

RECOMMENDED MOTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Finance

SUBJECT: Ordinance approving Budget Amendments for Fiscal Year Ending December 31, 2019

EXECUTIVE SUMMARY

Per the Village code, the legal level of budgetary control is established at the department level. The only fund that currently utilizes department levels is the General Fund (Executive, Administration, Finance, and so on). Therefore, all other funds operate at the fund level because there are no defined departments within these funds.

The annual audit for the fiscal year (FY) ending December 31, 2019 (19) is in progress and final field work has been completed by the auditors. The financial statements are not 100% complete at this time, but staff doesn't foresee any further changes to the financials for FY 19. As such, an ordinance needs to be approved to account for any Department/Fund expenses that have exceeded the budget in order to comply with our code requirement.

In total for all funds the Village's total expenses for FY 19 were \$1,399,722.75 under budget (**Exhibit A**). However, the following fund's expenses exceeded the legal level of budgetary control:

Budget Worksheet Report Budget Year 2019

Fund/Department	2019 Adopted Budget	2019 Actual Amount	Actual Over Budget
Fund 332 - SSA 7	\$390.00	\$665.46	\$275.46
Fund 410 - Lakes Projects	\$255,000.00	\$695,290.09	\$440,290.09
		Total Over Budget	\$440,565.55

Justifications for over budget Departments/Funds:

- **Special Service Area 7**
 - \$275.46 over budget due to:
 - Increased costs within special service area
- **Lakes Projects**
 - \$440,290.09 over budget due to:
 - Increased construction costs for both Reach 10 and Reach 11 streambank stabilization projects

Also, attached is **Exhibit A** that presents the proposed budget amendments between funds. The total expense budget will remain the same amount as the originally adopted budget amount of \$26,367,417. This is accomplished by transferring “unused” budget money in one fund to another fund that has consumed and exceeded its budget money. A reconciliation of these transfers can be found on the attachment to show the Department/Fund that the budget amount will transfer out of and the Department/Fund where the budget amount will transfer into.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An ordinance approving budget amendments to the operating budget for the fiscal year ending December 21, 2019
2. Exhibit A presenting all Village Fund’s expenses compared to Budget for FY 19, along with the proposed budget amendments for FY 19

RECOMMENDED MOTION

Motion to approve an ordinance amending the Fiscal Year 2019 budget.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2020-_____

**An Ordinance Approving Budget Amendments
to the Operating Budget for the
Fiscal Year Ending December 31, 2019**

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

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2019 as part of Ordinance No. 2018-71; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has not previously approved an Operating Budget Amendment for the Fiscal Year Ending December 31, 2019; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

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 amendments to the Operating Budget for the Fiscal Year Ending December 31, 2019 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

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 immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 23rd day of April, 2020 by roll call vote as follows:

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

APPROVED THIS 23RD DAY OF APRIL, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

EXHIBIT A

Budget Worksheet Report Budget Year 2019

Proposed Budget Amendments

Fund/Department	2019 Adopted Budget	2019 Actual Amount	Actual Over/(Under) Budget	Budget Amendments	2019 Amended Budget	No Change to Adopted Budget
Fund 100 - General Fund						
Department 10 - Executive Totals	\$122,218.00	\$104,939.74	(\$17,278.26)			\$ 122,218.00
Department 12 - Village Administration Totals	\$807,982.00	\$682,971.44	(\$125,010.56)			\$ 807,982.00
Department 16 - Finance Totals	\$786,463.00	\$762,089.71	(\$24,373.29)			\$ 786,463.00
Department 18 - Community Services Totals	\$2,190,158.00	\$1,915,004.90	(\$275,153.10)			\$ 2,190,158.00
Department 20 - Police Totals	\$8,478,101.00	\$8,162,963.36	(\$315,137.64)			\$ 8,478,101.00
Department 30 - Public Works Totals	\$4,013,704.00	\$3,946,476.67	(\$67,227.33)			\$ 4,013,704.00
Department 60 - Management Information Systems	\$446,256.00	\$405,708.79	(\$40,547.21)			\$ 446,256.00
Department 70 - Insurance & Tort Totals	\$486,750.00	\$423,525.67	(\$63,224.33)	\$ (54,753.15)	\$ 431,996.85	
Department 90 - Interfund Transfers Totals	\$100,000.00	\$100,000.00	\$0.00			\$ 100,000.00
GENERAL FUND EXPENSE TOTALS	\$17,431,632.00	\$16,503,680.28	(\$927,951.72)	\$ (54,753.15)	\$ 431,996.85	\$ 16,944,882.00
Fund 202 - Motor Fuel						
EXPENSE TOTALS	\$1,101,000.00	\$1,089,306.93	(\$11,693.07)			\$1,101,000.00
Fund 304 - SSA 1						
EXPENSE TOTALS	\$3,950.00	\$3,412.22	(\$537.78)			\$3,950.00
Fund 308 - SSA 2						
EXPENSE TOTALS	\$113,214.00	\$101,409.22	(\$11,804.78)			\$113,214.00
Fund 312 - SSA 3						
EXPENSE TOTALS	\$86,740.00	\$69,011.91	(\$17,728.09)			\$86,740.00
Fund 316 - SSA 4A						
EXPENSE TOTALS	\$22,620.00	\$15,682.63	(\$6,937.37)			\$22,620.00
Fund 320 - SSA 4B						
EXPENSE TOTALS	\$2,376.00	\$2,344.34	(\$31.66)			\$2,376.00
Fund 324 - SSA 5						
EXPENSE TOTALS	\$148,500.00	\$113,464.09	(\$35,035.91)			\$148,500.00
Fund 328 - SSA 6						
EXPENSE TOTALS	\$42,410.00	\$40,043.20	(\$2,366.80)	\$ (275.46)	\$ 42,134.54	
Fund 332 - SSA 7						
EXPENSE TOTALS	\$390.00	\$665.46	\$275.46	\$ 275.46	\$ 665.46	
Fund 336 - SSA 8B						
EXPENSE TOTALS	\$150.00	\$139.27	(\$10.73)			\$150.00
Fund 340 - SSA 8C						
EXPENSE TOTALS	\$150.00	\$139.27	(\$10.73)			\$150.00
Fund 352 - SSA 15						
EXPENSE TOTALS	\$8,690.00	\$8,053.14	(\$636.86)			\$8,690.00
Fund 356 - SSA 24						
EXPENSE TOTALS	\$1,430.00	\$152.88	(\$1,277.12)			\$1,430.00
Fund 410 - Lakes Projects						
EXPENSE TOTALS	\$255,000.00	\$695,290.09	\$440,290.09	\$ 440,290.09	\$ 695,290.09	
Fund 490 - CIP						
EXPENSE TOTALS	\$1,546,021.00	\$1,160,484.06	(\$385,536.94)	\$ (385,536.94)	\$ 1,160,484.06	
Fund 520 - Water O & M						
EXPENSE TOTALS	\$3,884,508.00	\$3,688,193.24	(\$196,314.76)			\$3,884,508.00
Fund 620 - Airport O & M						
EXPENSE TOTALS	\$1,402,886.00	\$1,201,964.46	(\$200,921.54)			\$1,402,886.00
Fund 810 - Health Insurance						
EXPENSE TOTALS	\$315,750.00	\$274,257.56	(\$41,492.44)			\$315,750.00
Sub-totals	\$ -	\$ 2,330,571.00				\$ 24,036,846.00
Total All Funds	\$26,367,417.00	\$24,967,694.25	(\$1,399,722.75)			\$ 26,367,417.00
						-
						Total Amended Budget FY 19
						Difference



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Authorizing Surplus Property

EXECUTIVE SUMMARY

The Village is purchasing and replacing two new copiers from Konica Minolta as approved at the April 9th meeting. Konica has agreed to remove the existing equipment for the Village upon delivering the new copiers as part of the agreement. Attached is the Ordinance declaring the two existing Konica Minolta copiers as surplus property: Bizhub C454 Printer/Copier, Serial #A4FJ011007362 and Bizhub C654 Printer/Copier, Serial # A2X1011006083.

FINANCIAL IMPACT

The two existing copiers are about 7 years old and were originally purchased in 2013. The copiers are past their useful lives of 4-5 years and have significantly exceeded the recommended total copies and activity recommended to run through them. Both machines require several maintenances needs each year and replacement parts are hard to find since these models are no longer produced.

ATTACHMENTS

1. Proposed Ordinance
2. Equipment Removal Authorization

RECOMMENDED MOTION

Motion to adopt the ordinance declaring Village property as surplus.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-_____

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

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

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

WHEREAS, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain Bizhub C454 Printer/Copier, Serial Number A4FJ011007362 and Bizhub C654 Printer/Copier, Serial Number A2X101100608 owned by the Village (the "Surplus Property");

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

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

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

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

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

Passed this 23 day of April 2020 by roll call vote as follows:

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

APPROVED THIS 23RD DAY OF APRIL, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

Equipment Removal Authorization

Customer: VILLAGE OF LAKE IN THE HILLS

Pick Up Address: VILLAGE OF LAKE IN THE HILLS, 9010 HALIGUS ROAD, LAKE IN THE HILLS, IL, 60156

Equipment being removed from Customer's Location:

Make: <u>C454</u>	Model: <u>**BIZHUB C454 PRINTER/COPIE R</u>	Serial Number: <u>A4FJ011007362</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: _____ Lease #: _____

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: VILLAGE OF LAKE IN THE HILLS

Pick Up Address: VILLAGE OF LAKE IN THE HILLS, 600 HARVEST GATE, LAKE IN THE HILLS, IL, 60156

Equipment being removed from Customer's Location:

Make: <u>C654</u>	Model: <u>**BIZHUB C654 PRINTER/COPIE R</u>	Serial Number: <u>A2X1011006083</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

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Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Finance

SUBJECT: Purchase Authority for New World Systems Maintenance

EXECUTIVE SUMMARY

In December 2014 the Village entered into a purchase agreement with New World Systems (subsequently acquired by Tyler Technologies) for the acquisition of a new Enterprise Resource Planning (ERP) software system consisting of financial management, human resources and utility billing modules. The below chart shows the total cost breakdown of the original agreement from the agenda cover sheet in 2014.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Total</u>
Software	138,500	0	0	0	0	138,500
Implementation	223,800	0	0	0	0	223,800
Travel Expenses	45,000	0	0	0	0	45,000
Annual Maintenance	0	44,000	44,000	44,000	44,000	176,000
Total	407,300	44,000	44,000	44,000	44,000	583,300

The annual maintenance of the software was included in the original agreement at a cost of \$44,000 per year for 2016 through 2019. This was later increased in 2019 by \$396 to \$44,396 due to the addition of the Personnel Actions feature in the HR module. The annual maintenance cost for 2020 is the first year outside of the original agreement terms and was increased by 5% or \$2,219.89 up to a total cost of \$46,615.89. Staff has been satisfied with the level of support received on the system over the years and the Village has a significant investment in this ERP system.

FINANCIAL IMPACT

The amount budgeted in FY 2020 is \$44,400 and will be \$2,215.89 over budget.

ATTACHMENTS

1. Tyler Technologies Invoice for New World Systems annual maintenance

RECOMMENDED MOTION

Waive competitive bidding and approve the payment of New World Systems annual maintenance invoice to Tyler Technologies in the amount of \$46,615.89 for 2020.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-293975	02/26/2020	1 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Ship To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50029 - MAIN - MAIN	130117		USD	NET15	03/12/2020

Description	Extended Price
Annual Maintenance 1.1.20-12.31.20	46,615.89

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
SUPPORT & UPDATE LICENSING - Asset Management	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - Bank Rec	719.25	100%	719.25
SUPPORT & UPDATE LICENSING - FM Base Suite	6,295.80	100%	6,295.80
SUPPORT & UPDATE LICENSING - Misc. Billing & Receivables	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - Project Accounting	1,977.15	100%	1,977.15
SUPPORT & UPDATE LICENSING - PURCHASING	1,977.15	100%	1,977.15
SUPPORT & UPDATE LICENSING - REQUISITIONS	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - Benefits Admin	898.80	100%	898.80
SUPPORT & UPDATE LICENSING - COBRA BILLING ADMINISTRATION	898.80	100%	898.80
SUPPORT & UPDATE LICENSING - HR Base Suite	5,392.80	100%	5,392.80
SUPPORT & UPDATE LICENSING - Personnel Action Processing	415.80	100%	415.80
SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE	898.80	100%	898.80
SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY	1,438.50	100%	1,438.50
SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING	2,156.70	100%	2,156.70
SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)	4,494.00	100%	4,494.00
SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1,977.15	100%	1,977.15
SUPPORT & UPDATE LICENSING - FM ANALYTICS	1,078.38	100%	1,078.38
SUPPORT & UPDATE LICENSING - HR ANALYTICS	1,078.38	100%	1,078.38
SUPPORT & UPDATE LICENSING - UM ANALYTICS	1,078.38	100%	1,078.38
SUPPORT & UPDATE LICENSING - SELF SERVICE eBenefits Admin	1,438.50	100%	1,438.50
SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	2,875.95	100%	2,875.95
SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1,977.15	100%	1,977.15
SUPPORT & UPDATE LICENSING - SELF SERVICE eSupplier	1,078.35	100%	1,078.35
SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1,078.35	100%	1,078.35



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-293975	02/26/2020	2 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Ship To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
50029 - MAIN - MAIN			USD	NET15	03/12/2020

Description	Extended Price
--------------------	-----------------------

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	46,615.89
Sales Tax	0.00
Invoice Total	46,615.89



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Police

SUBJECT: **Officer Lewis Request for Unpaid Leave Over 61 Days**

EXECUTIVE SUMMARY

On January 23, 2020, Officer Lewis was granted 60 days of unpaid leave, pending the determination of her pension application for benefits. The Pension Board is still in the process of evaluating her pension request. Based on the pending pension request, Officer Lewis has requested consideration for unpaid leave that will exceed 61 days, which requires Village Board approval. As outlined in the Village's rules and regulations, Officer Lewis' unpaid leave will be without loss of prior earned seniority. However, her seniority and other benefits will not accumulate during the period of unpaid leave except for group health coverage, which will be offered through COBRA.

FINANCIAL IMPACT

None

ATTACHMENTS

1. None

RECOMMENDED MOTION

Motion to approve the unpaid leave status for Officer Lewis until the Police Pension Board makes a final determination for pension benefits.



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020
DEPARTMENT: Public Works
SUBJECT: Pavement Rejuvenator Contract

EXECUTIVE SUMMARY

The Village is in the fourth year of a five-year pilot test program to determine whether there are positive benefits in utilizing a pavement rejuvenator product to help prolong the life cycle of Village streets. An asphalt rejuvenator is a maltene-based petroleum product designed to penetrate and seal the surface, thereby preventing raveling and stripping. The Village, along with Village of Algonquin and the Cities of McHenry and Woodstock, have partnered together through the McHenry County Municipal Partnering Initiative since 2017 to jointly procure pavement rejuvenator application services.

The Village applies the product to 100% of all resurfaced roadways from the previous year. After the pilot term, staff will determine whether the product has delayed the pavement failure and decide whether to continue to use the product.

Corrective Asphalt Materials (CAM) was the sole bidder for the contract and provided a unit cost for 1, 2 and 3 year terms. CAM is also the sole provider for pavement rejuvenator in the State. The cost for year 1 is \$0.88 per square yard and includes sweeping, cleanup, traffic control and resident notification. If the contract award is approved, Village staff will hire CAM to apply their pavement rejuvenator product to all sections of pavement that were resurfaced last year, which is estimated to total 63,000 square yards.

FINANCIAL IMPACT

The FY 2020 Village Budget contains \$61,000.00 in the General Fund for pavement rejuvenator application services. The total expense for this project is expected to be below \$61,000.00; however, Village staff request authority to spend up to \$61,000.00, as the Village's quantity (63,000 square yards) is an estimate. Village staff will field verify all work that is performed and will only expend the amount needed to complete the project.

ATTACHMENTS

1. Schedule of Prices
2. List of roadways receiving pavement rejuvenator in 2020

RECOMMENDED MOTION

Motion to award a contract to Corrective Asphalt Materials of Sugar Grove, IL, for the 2020 Pavement Rejuvenator Project in an amount not-to-exceed \$61,000.00.

THIS PAGE IS MANDATORY

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2020 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL
SCHEDULE OF PRICES**

Company Name: Corrective Asphalt Materials, LLC

Address: 300 Daniel Boone Trail

South Roxana, IL 62087

Contact Person: Angela Vantrease- Administrative Assistant

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		SQ YD REJUVENATOR APPLIED		
Basic Period (2020-2021)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	204,000 SQ YD	\$ 0.88	\$ 179,520.00
First Option Year (2021-2022)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	237,000 SQ YD	\$ 0.91	\$ 215,670.00
Second Option Year (2022-2023)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	227,000 SQ YD	\$ 0.94	\$ 213,380.00

Individual quantities for each agency in the joint contract proposal are included in the contract special provisions



9010 Haligus Road
Lake in the Hills, IL 60156

(847) 960-7500
Fax: (847) 960-7501
www.lith.org

Village of Lake in the Hills 2020 Pavement Rejuvenator Locations

The Village plans to hire a contractor to apply a pavement rejuvenator product to the following sections of pavement in 2020:

Street	Beginning Street	Ending Street
Mohican Trail	Council Trail	Willow Street
Pawnee Drive	Hilltop Drive	Hiawatha Drive
Impressions Drive	Courtney Drive	Magnolia Lane
Wedgewood Circle	Annandale Drive (South)	Lakewood Road
Geneva Lane	Geneva Court	Danbury Circle
Banford Circle	Princeton Lane	Margate Court
Moonstone Run	Starwood Pass	Sweetwater Ridge
Council Trail	Mohican Trail	Willow Street
Apache Trail	Menominee Drive	Hiawatha Drive
Walnut Grove Court	Rolling Hills Drive	End
Burr Street	Cedar Street	Oak Street (East)
Council Trail	Seminole Trail	Mohican Trail
Stanton Circle	Wexford Lane	Stanton Court
Muirfield Court	Melbourne Lane	End
Seminole Trail	Council Trail	Willow Street
Shawnee Trail	Council Trail	Pyott Road
Lansbury Court	Lansbury Circle	End
Warwick Lane	Steeplechase Way	Warwick Court
Flowerfield Court	Greenfield Lane	End
Savoy Court	Savoy Drive	End
Litchfield Lane	Noelle Bend	Miller Road
Delaware Dive	Apache Trail	Pocahontas Trail
Magnolia Lane	Impressions Drive	Albrecht Road
Annandale Drive (North)	Baronet Court	Reed Road
Courtney Drive	Impressions Drive	Albrecht Road
Willow Street	Burr Street	Hiawatha Drive
Lansbury Circle	Lansbury Court	Spencer Place
Waterbury Place	Corporate Limits	Warwick Lane
Huron Trail	Navajo Drive	Willow Street
Stanton Circle	Wexford Lane	Raxburg Court
Danbury Circle	Avalon Lane	Worthington Lane
Impressions Drive	Magnolia Lane	Ronan Drive
Willow Street	Mohican Trail	Seminole Trail
Starwood Pass	Moonstone Run	Heavens Gate
Savoy Drive	Savoy Court	Aurora Drive



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2020

DEPARTMENT: Public Works

SUBJECT: Agreement for Construction Phase Services for the first phase of the Airport Runway Improvement Project ("3CK-4423")

EXECUTIVE SUMMARY

On March 12, 2019, the Village Board approved design and special service agreements for the first phase of the runway improvement project. The Airport engineer has followed up with a construction phase services agreement at a cost not to exceed \$25,700.00. The construction phase services are engineering services and are part of this summer's runway improvement project, which is estimated to cost \$466,100.00. The project will be funded by a 90% federal grant and 5% state grant. The Village will be responsible for the remaining 5%, which is expected to be approximately \$23,305.00. The construction phase services agreement has been approved by the Illinois Division of Aeronautics and is attached for your review and consideration.

FINANCIAL IMPACT

The Airport Fund will be responsible to pay the Illinois State Treasurer's Office for a 5% of the total Airport Runway Improvement Project costs, which are estimated to be \$23,305.00. The exact dollar amount that the Village will need to pay the Illinois State Treasurer's Office will be determined once the bids for the construction portion of this project are opened toward the end of this month.

ATTACHMENTS

1. Construction Services Agreement

RECOMMENDED MOTION

Approve the agreement with Crawford, Murphy and Tilly, Inc. for construction phase services associated with project 3CK-4423 at the Lake in the Hills Airport.

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

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

- | | |
|--|---|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design | <input checked="" type="checkbox"/> Construction Phase Services |
| <input type="checkbox"/> Design Phase Services | <input type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Lake in the Hills, Illinois, this 21st day of April
in the year 2020 by and between the Village of Lake in the Hills
(hereinafter referred to as the "Sponsor"), and Crawford, Murphy and Tilly, Inc.
(hereinafter referred to as the "Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

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

Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking

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

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

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

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

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

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

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

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

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Not included in agreement

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

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

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

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

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

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

B. DESIGN PHASE SERVICES – Not included in agreement

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

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

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

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

2. CLARIFICATION OF PLANS

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

3. BIDDING ASSISTANCE

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

C. CONSTRUCTION PHASE SERVICES

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

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

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

b. SUPPLEMENTARY SKETCHES

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

c. RECORD DRAWINGS

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

d. MATERIALS CERTIFICATION

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

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

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

b. DAILY DIARY

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

c. DUTIES OF RESIDENT ENGINEER

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

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

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

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

d. FINAL INSPECTION

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

e. SAFEGUARD THE SPONSOR

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

f. OTHER ENGINEERING SERVICES

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

g. FINAL QUANTITIES

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

D. PLANNING AND SPECIAL SERVICES – Not included in agreement

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

E. ENDORSEMENT OF DOCUMENTS

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

F. DELIVERABLES

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

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

G. NOTICE-TO-PROCEED (NTP)

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

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The execution date of the consultant retainer agreement or the execution date of a consultant agreement for a single project after consultant selection if not included within the retainer agreement, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor’s receipt of this letter.

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

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

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

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

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

H. DETAILED SCOPE OF SERVICES

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

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

- I. Anticipated July 6, 2020 Start of Contractor Work and Completion Date of July 16, 2020
- II. No winter shutdown is anticipated for this project
- III. 10 hours per day worked by contractor
- IV. Assume Runway shutdown from July 6 to July 10 and then Contractor work schedule from July 13-16 yielding an 11 day calendar duration.
- V. Engineering effort based on anticipated Contractor working days is as follows: 7 working days of full time inspection at 10 hours per day.
- VI. All Engineering effort is expected to be completed by August 15, 2020 (based on Contractor completion date).

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

II. CONSULTANT COMPENSATION

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

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Not included in agreement

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

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

B. DESIGN PHASE SERVICES – Not included in agreement

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

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

C. CONSTRUCTION PHASE SERVICES

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

1. a cost plus a fixed payment of \$ \$2,700.00
total amount not to exceed \$ \$25,700.00 unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract.

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

B. CHANGE IN CONSTRUCTION PLANS

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

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

C. HOLD HARMLESS

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

D. DRAWING OWNERSHIP

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

E. CONTRACT FOR OUTSIDE SERVICES

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

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

G. SUBLET AGREEMENT

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

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

H. AGREEMENT EXPIRES

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the

selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

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

K. CERTIFICATION OF CAPACITY TO CONTRACT

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

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

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

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

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

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

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

member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

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

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

L. THE CONSULTANT SELECTION

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

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

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

March 27, 2014
(Date)

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

M. AMENDMENTS TO THE AGREEMENT

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

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

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

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be

performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT
(Public Act 90-0572 Section 50-5)

I hereby certify that I am the Senior Vice President & COO (title) and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 West Washington Street, Springfield, IL 62702, and that neither I nor the above firm I here represent has:

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

The firm certifies by execution:

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

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

April 21, 2020
Date

Sign Name
Brian R. Welker, P.E.,
Print Name
Senior Vice President & COO
Title

agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

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

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

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

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

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

W. DRUG FREE WORKPLACE

(30 ILCS 580).

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

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. the penalties that may be imposed upon employees for drug violations.
- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

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

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Corporation)

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

21st day of April, AD, 2020

Crawford, Murphy & Tilly, Inc.
Corporation

BY _____

BY _____

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

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Partnerships and Non-Corporate Firms and Associations)

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

N/A

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

_____ day of _____ , AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

Z. INTERNATIONAL BOYCOTT

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

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

AA. NON-APPROPRIATION CLAUSE

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

BB. DEBT CERTIFICATION

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

CC. GOODS FROM CHILD LABOR ACT

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

DD. QUALIFICATION BASED SELECTION ACT

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

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

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

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

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

FF. RIGHTS TO INVENTIONS

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

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

GG. TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

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

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

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

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

LIST OF ATTACHMENTS

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

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

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

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

NOTES:

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

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT B

DESIGN PHASE SERVICES

ESTIMATE OF COSTS

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

Estimated Construction Cost: \$ _____ (ATTACHMENT T)

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

NOTES:

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

ATTACHMENT B-1

**DESIGN PHASE SERVICES
ESTIMATE OF SALARY EXPENSES**

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

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

ATTACHMENT C

CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment C
Construction Phase
ESTIMATE OF COSTS

<u>CATEGORY</u>		<u>AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$6,614.62
2 <u>Labor and General and Administrative Overhead</u> ¹	56.35%	\$3,727.34
3 <u>Direct Nonsalary Expenses</u>	110.87%	\$7,333.63
Lodging ^{2,3}		\$ -
Meals/Per Diem ^{2,3}		\$ -
Transportation ²		\$ 603.80
Materials & Supplies		\$ -
Printing		\$ 364.00
CADD time ⁴		\$ -
Other Costs (Excluding outside Services)		\$ 32.20
4 <u>Fixed Payment</u> ⁵		\$2,700.00
5 <u>Outside Services/Subconsultants</u>		\$4,361.00
GeoServices (Material Testing) <i>Est.</i>	\$4,361.00	
	\$0.00	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	\$25,736.59
Or	Use =	\$25,700.00

NOTES:

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

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSE

<u>CLASSIFICATION</u>	<u>TIME REQUIRED</u> <u>(HOURS)</u>	<u>HOURLY</u> <u>WAGE</u>	<u>SALARY</u> <u>EXPENSE</u>
PRINCIPAL	0	\$78.00	\$0.00
PROJECT ENGINEER II	16	\$65.12	\$1,041.92
PROJECT ARCHITECT II	0	\$53.37	\$0.00
PROJECT MANAGER II	0	\$53.44	\$0.00
PROJECT ENGINEER I	0	\$51.10	\$0.00
PROJECT ENVIRONMENTAL SPECIALIST I	0	\$54.93	\$0.00
PROJECT MANAGER I	0	\$50.34	\$0.00
PROJECT STRUCTURAL ENGINEER I	0	\$50.07	\$0.00
SENIOR ENGINEER I	113	\$37.58	\$4,246.54
SENIOR ARCHITECT I	0	\$43.54	\$0.00
TECHNICAL MANAGER II	0	\$45.96	\$0.00
SENIOR PLANNER I	0	\$37.59	\$0.00
GIS SPECIALIST	0	\$35.51	\$0.00
ENVIRONMENTAL SPECIALIST III	0	\$37.50	\$0.00
SENIOR STRUCTURAL ENGINEER II	0	\$49.41	\$0.00
SENIOR STRUCTURAL ENGINEER I	0	\$37.02	\$0.00
ENGINEER I	30	\$29.46	\$883.80
STRUCTURAL ENGINEER I	0	\$30.75	\$0.00
PLANNER I	0	\$25.67	\$0.00
ENVIRONMENTAL SPECIALIST II	0	\$30.78	\$0.00
ENVIRONMENTAL SPECIALIST I	0	\$25.53	\$0.00
TECHNICAL MANAGER I	0	\$29.54	\$0.00
LAND SURVEYOR	4	\$41.23	\$164.92
SENIOR TECHNICIAN II	6	\$46.24	\$277.44
SENIOR TECHNICIAN I	0	\$36.55	\$0.00
TECHNICIAN II	0	\$30.97	\$0.00
TECHNICIAN I	0	\$22.10	\$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	\$23.77	\$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	\$21.04	\$0.00

AVERAGE

TOTAL	169	\$39.14	\$6,614.62
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*Classifications may be adjusted as per Consultant's work force.

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment C-2

Construction Phase

Estimated Cost Breakdown Items 4, 5, 6 & 7

Item

4 MATERIALS AND SUPPLIES

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

5 TRAVEL

Travel Reimbursement	1000 miles@	\$ 0.575	\$	575.00
Vehicle Days	0 days@	\$ 65.00	\$	-
Other Subsistence & Tolls	12 trips@	\$ 2.40	\$	28.80
		Sub-Total		\$ 603.80

6 PRINTING

Full Size Prints (28 sheets - 5 sets)	140 sheets@	\$ 2.40	\$	336.00
Photo-copies	140 sheets@	\$ 0.20	\$	28.00
		Sub-Total		\$ 364.00

7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

Photos/Developing			\$	-
Direct Project Shipping Expense			\$	32.20
Unassigned Misc Project Direct Expense			\$	-
		Sub-Total		\$ 32.20

\$ 1,000.00

Lake in the Hills Airport Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment C-3 Construction Phase Engineering Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Project Manager I	Senior Engineer I	Senior Structural Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Administrative/Accounting Assistant
Construction Phase																	
6000	Office Engineering (per C.1)	42	\$46.91	\$1,970.28	29.79%	0	16	0	0	0	20	0	6	0	0	0	0
	6001 Project Management (1-hr/week- 4 hours total)	6	\$65.12	\$390.72	5.91%	0	6	0	0	0	0	0	0	0	0	0	0
	6002 Airport and IDA Coordination (1-hour/week 4 hours total)	4	\$51.35	\$205.40	3.11%	0	2	0	0	0	2	0	0	0	0	0	0
	6003 Periodic Site Reviews (1 visit every-3-weeks - 6 hrs per visit)	6	\$65.12	\$390.72	5.91%	0	6	0	0	0	0	0	0	0	0	0	0
	6004 Subconsultant Coordination and Management	4	\$51.35	\$205.40	3.11%	0	2	0	0	0	2	0	0	0	0	0	0
	6005 Shop Drawing/Materials/Mix Design Review and IDA Coordination (approx. 1 1/2 hours/item - 8 items plus support staff time) (per C.1.a)	14	\$34.10	\$477.40	7.22%	0	0	0	0	0	8	0	6	0	0	0	0
	6006 Contractor schedule review and IDA coordination	3	\$37.58	\$112.74	1.70%	0	0	0	0	0	3	0	0	0	0	0	0
	6007 Respond to Request for Information and Supplemental Sketches (per C.1.b)	2	\$37.58	\$75.16	1.14%	0	0	0	0	0	2	0	0	0	0	0	0
	6008 Correspondence with contractor, IDA and/or FAA	2	\$37.58	\$75.16	1.14%	0	0	0	0	0	2	0	0	0	0	0	0
	6009 Coordination of NOTAM's etc. with Airport	1	\$37.58	\$37.58	0.57%	0	0	0	0	0	1	0	0	0	0	0	0
	6010 Technical Assistance during grant close-out	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
6020	PreConstruction Preparation & Miscellaneous Advance Work	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
6030	Permitting/Agency/Code Related Coordination	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
6040	Surveying/Layout/Project Control	8	\$43.74	\$349.88	5.29%	0	0	0	0	0	0	0	0	4	4	0	0
6050	Resident Project Engineer and Assistants (per C.2)	94	\$35.85	\$3,370.12	50.95%	0	0	0	0	0	74	0	20	0	0	0	0
	6051 Full Time Daily Construction Observation (R.E. Est. 10 hrs. daily for 7 Calendar days; Partime Inspectors - Measurements and Quantity checks - one day/3 weeks))	86	\$36.07	\$3,101.96	46.90%	0	0	0	0	0	70	0	16	0	0	0	0
	6052 Perform Wage Rate Interviews & Follow-up Info. Gather	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
	6053 Monitor & Update Grant Financial Status (APMS) or Other Project Cost Allocations	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
	6054 Monitor DBE Participation	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
	6055 Materials Review/Certification and Coordination (per C.1.d)	8	\$33.52	\$268.16	4.05%	0	0	0	0	0	4	0	4	0	0	0	0
6060	Quality Assurance Engineer Effort - (Pre-pave meetings, test batch/strip) (401/501 Paving plus beam breaks - xx full time days paving plus x days for beam breaks - xx total)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0	0	0
6070	Utility Coordination, Relocation, Protection and Effort	2	\$37.58	\$75.16	1.14%	0	0	0	0	0	2	0	0	0	0	0	0
6080	Final Inspection and Follow-up Action (per C.2.d)	6	\$37.58	\$225.48	3.41%	0	0	0	0	0	6	0	0	0	0	0	0
6090	Punchlist Completion/Project Closeout	6	\$37.58	\$225.48	3.41%	0	0	0	0	0	6	0	0	0	0	0	0
6100	Development of Record Drawings (per C.1.c)	5	\$37.80	\$188.98	2.86%	0	0	0	0	0	1	0	2	0	2	0	0
6110	Construction Documentation Close Out/Audit Rev.	6	\$34.87	\$209.24	3.16%	0	0	0	0	0	4	0	2	0	0	0	0
Totals		169	\$39.14	\$6,614.62	100.00%	0	16	0	0	0	113	0	30	4	6	0	0

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

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

NOTES:

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

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

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

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

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

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

Temperature _____ Wind: _____ Weather Conditions: _____

Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

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

Other:

Calendar Days: _____ Awarded
_____ Charged
_____ Remaining

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

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

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

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

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

TOTAL AMOUNT EARNED TO DATE: (5) + (6) \$ _____

Maximum Payable (per Engineering Agreement) \$ _____

Estimated total cost to complete project (for billings after 50%)..... \$ _____

Less Total Amount(s) Previously Invoiced..... \$ _____

PAYMENT DUE THIS INVOICE..... \$ _____

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

By: _____
Printed Name and Title

Department Approval
By: _____
Printed Name and Title

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

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

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

Service Dates:

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

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

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

By: _____
Printed Name and Title

Department Approval

By: _____
Printed Name and Title

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

ATTACHMENT J

TESTING SCHEDULE – See *Testing Proposal*

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

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

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



April 2, 2020

CMT
550 N. Commons Drive
Aurora, IL 60504

Attn: Mr. Doug Klonowski, P.E.
Senior Project Manager

Proposal 20579

Re: Construction Materials Testing Services
Lake in the Hills Airport
Lake in the Hills, IL
IL Project: 3CK-4423
S.B.G Project: 3-17-SBGP-120/133/139
CMT RFP # 18025503.06

Geo Services, Inc., (GSI) a certified, Union (Local 150), MBE/DBE Geotechnical/Environmental/Materials Testing/Drilling firm, is pleased to submit this proposal for material testing services for the runway 8/26 Safety Area at Lake in the Hills Airport in Lake in the Hills, Illinois. Services will include the following:

1. Earthwork/Base Course Compaction Testing
2. Concrete Testing
3. Laboratory Testing
4. Documentation (Reports)

We propose to provide Quality Assurance Material Testing Services on a Time and Materials basis according to the attached Unit Rates of Consultant Services.

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

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

Geo Services Inc. laboratory maintains certification by AMRL, AASHTO and IDOT. GSI Laboratory is accredited in accordance to ASTM C1077 meets the requirements of ASTM C1077; Establishing and Implementing a Quality System for Construction Materials Testing Laboratories and AASHTO R18; Standard Practice for Laboratory

Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation. Our laboratory is capable of performing the lab tests outlined in your RFP for construction phase 3 testing services.

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

Based on our understanding of the scope of work, we propose a project budget of **\$4,361.00** for this work. All work will be performed in accordance with the attached General Conditions. Labor rates provided in this proposal are based on current union collective bargaining agreement and applicable Prevailing Wage rates. Overtime (1.5 X normal rate) will be charged for work over 8 hour per day, 40 hours per week or weekend works. Charges for travel time will be charged portal to portal with a minimum charge per visit of 4-hours (including roundtrip travel). Any additional work will be performed at the unit charges or hourly rates indicated on the cost estimate of services.

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

Very truly yours,

GEO SERVICES, INC.



Arun Tailor
Construction Materials Manager



Andrew J. Ptak, P.E.
Office Manager

enc.

Accepted for Crawford, Murphy, & Tilly:

By _____

Date April 6, 2020

GEO SERVICES, INC
BUDGET ESTIMATE
 Testing and Inspection Services
 Lake In The Hills Airport, Lake In The Hills, IL
 GSI Proposal No.: 20579

ITEM 1: EXCAVATION/EARTHWORK, AGGREGATE BASE COURSE

Manpower Estimate:

Senior Engineering Technician: Perform subgrade proofroll, soil compaction and base course compaction.

Estimated Total Hours:	2 days @	8.0 hrs/day	16.0 Hours	
	0 days @	4.0 hrs/day	0.0 Hours	
	0 days @	2.0 hrs/day	0.0 Hours	(Overtime)
			16 Hours	

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	16.0 Hours	\$ 105.00	\$ 1,680.00
Senior Engineering Technician - Overtime	0.0 Hours	\$ 157.50	\$ -
Nuclear Density Gauge	2.0 Days	\$ 55.00	\$ 110.00
Moisture Density Relationship	1.0 Tests	\$ 195.00	\$ 195.00
Trip Charge (<i>incl. mileage, truck charges, not technician hours</i>)	2.0 Each	\$ 65.00	\$ 130.00
Administrative Assistant	2.00 Hours	\$ 60.00	\$ 120.00
Project Engineer	1.00 Hours	\$ 110.00	\$ 110.00
Principal Engineer	0.50 Hours	\$ 170.00	\$ 85.00

Earthwork & Base Course Testing Estimated Total: \$ 2,430.00

ITEM 2: CONCRETE TESTING

Manpower Estimate:

Senior Engineering Technician: Perform field tests on fresh concrete, cast and transport specimens and documentation.

Estimated Total Hours:	0 days @	8.0 hrs/day	0.0 Hours	
	2 day @	4.0 hrs/day	8.0 Hours	
	0 days @	2.0 hrs/day	0.0 Hours	(Overtime)
			8 Hours	

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	8.0 Hours	\$ 105.00	\$ 840.00
Senior Engineering Technician - Overtime	0.0 Hours	\$ 157.50	\$ -
Concrete Compression Tests, per cylinder	4.0 Tests	\$ 19.00	\$ 76.00
Trip Charge (<i>incl. mileage, truck charges, not technician hours</i>)	4.0 Each	\$ 65.00	\$ 260.00
Cylinder Pickup with Vehicle	2.0 Each	\$ 250.00	\$ 500.00
Administrative Assistant	1.00 Hours	\$ 60.00	\$ 60.00
Project Engineer	1.00 Hours	\$ 110.00	\$ 110.00
Principal Engineer	0.50 Hours	\$ 170.00	\$ 85.00

Concrete Testing Estimated Total: \$ 1,931.00

TOTAL ESTIMATED COST: \$ 4,361.00

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

fifteen (15) days after receipt of payment from owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

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

NOTE:

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

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

**CRAWFORD, MURPHY & TILLY, INC.
SUMMARY OF INDIRECT OVERHEAD COST
AUDITED CALENDAR YEAR 2018
AND PROVISIONAL 2018/2019**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS
<u>PAYROLL BURDEN AND FRINGE BENEFITS</u>		
8151	FICA Tax	12.63%
8102, 8103, 8170	Paid Time Off (Vacation, Holidays and Sick Leave)	18.51%
8154, 8156, 8158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	12.79%
8159, 8160	Employee Retirement Plan Contributions	12.42%
		<u>56.35%</u>
<u>GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE</u>		
8104-8119	Indirect Salaries - Not Allocable to Projects	59.17%
8222, 8284	Miscellaneous Taxes	1.28%
8231	Professional Fees	4.15%
8251	Rent	10.66%
8252	Utilities	0.87%
8271	Telephone & Data	3.51%
8253-8254	Maintenance, Repairs & Supplies	1.93%
8281-8285	Office Supplies, Shipping & Reproduction	1.60%
8281, 8284	Seminars, Registration & Education	2.55%
8291, 82, 95, 8321-23	Travel & Vehicle Expense	4.36%
8331, 8332	Business Insurance	2.99%
8351, 52, 81, 82, 89	Equipment Expense, Repairs & Maintenance	1.52%
8386, 8367, 8388	Computer Expense & Supplies	9.59%
8371, 8372, 8381, 8382	Maps, Reference Books, Engineering & Survey Supplies	0.78%
8401+COFC	Depreciation & Cost of Facilities Capital (0.57%)	5.91%
		<u>110.87%</u>
	TOTAL OVERHEAD	<u><u>167.22%</u></u>

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

ATTACHMENT N

PROJECT CERTIFICATION

Airport: _____ Letting Date: _____

IL Project No.: _____

Federal Project No.: _____

Contract No: _____

Project Description: _____

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

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

Date _____

By: _____
Design Engineer (Consultant)

Date _____

By: _____
Sponsor

Date _____

By: _____ P.E.
Department Design Engineer

Date _____

By: _____ P.E.
Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____

Address _____

Telephone _____

Subject

Airport _____

Illinois Project No. _____

Federal Project No. _____

DBE Subconsultant

Name _____

Address _____

Telephone _____

Contract Amounts

Consultant Contract Amount _____

DBE Contract Amount _____

DBE Participation (%) _____

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

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

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

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

Prime Consultant

DBE Subconsultant

Print Name

Print Name

Title

Title

Signature

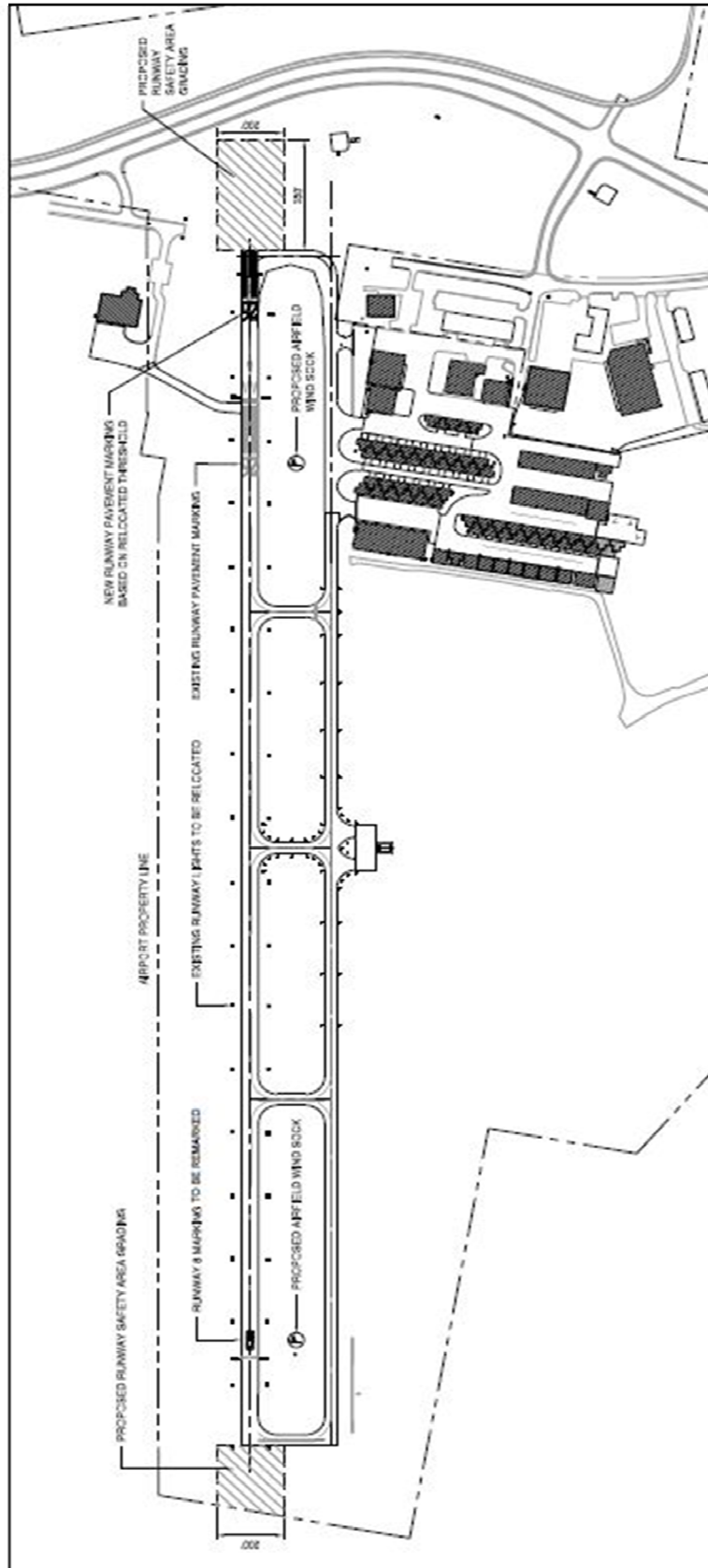
Signature

Date

Date

ATTACHMENT P

PROJECT SKETCH



ATTACHMENT Q

PROJECT LETTING SCHEDULE

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

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

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

Revised 01/09/19

2020 Letting Schedule.xlsx

ATTACHMENT R

OP&P PROGRAM LETTER



Illinois Department of Transportation

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

July 31, 2017

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

Mr. Michael Peranich:

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

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

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

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

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

Mr. Michael Peranich
July 31, 2017
Page 2

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

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

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

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

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

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

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

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

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning

ATTACHMENT S

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



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 22, 2019

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

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

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2018. Your firm's total annual transportation fee capacity will be \$94,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 167.22% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

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

Your firm is prequalified until December 31, 2019. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

ATTACHMENT I

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

N/A – Construction Phase Services

ATTACHMENT U

RETAINER AGREEMENT

AGREEMENT FOR ENGINEERING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

I. ENGINEERING SERVICES

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