

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
August 17, 2015
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of August 3, 2015

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - Forest Avenue/MacGillis Drive Improvements Time Line
 - Sidewalk & Curb Repair Project
 - Construction Engineering Services for MacGillis Drive Bridge Replacement
 - Construction Engineering Services for Forest Avenue/MacGillis Drive Improvements
 - Public Works Surplus Property
- Special Events
- Building and Zoning
- Police
- Administration

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES
 VILLAGE OF ROUND LAKE
 COMMITTEE OF THE WHOLE MEETING
 August 3, 2015
 442 N. Cedar Lake Road
 To Follow the Regular Board Meeting
 The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:40 P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Newby, Triphahn

Absent: Trustees Kraly, Rodriguez

2. APPROVAL OF MINUTES

- 2.1 Approve the Minutes of the Committee of the Whole Meeting of July 20, 2015
 Trustee Foy moved, Seconded by Trustee Frye, to approve the Minutes of the Committee of the Whole Meeting of July 20, 2015. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
 - Police Pension Report to the Village Board
 Assistant Village Administrator/Director of Finance, Shane Johnson, presented the Annual Police Pension Report to the Board

The Mayor and Board agreed to move to the next Consent Agenda

- Public Works, Facilities and Capital Assets, and Engineering
 - Valley Lakes Patching Contract
 Public Works Director Adam Wedoff presented the VL patching contract to the Board stating that the bids came in over budget. He mentioned options to cover the whole project such as take additional funds from another project that isn't completed yet and do everything, or only process up to the bid amount and the remaining complete next year, however stating the amount for material might be greater. VA Shield stated there are enough funds in the cash balance to complete fully this year. The Mayor asked Kurt Baumann, from Baxter and Woodman, to comment on his thoughts as to why the bids came in over budget. Mr. Baumann stated several factors contribute to the bids, the size of the project, time of year, how many projects the companies already have going on and that we only had two companies bidding, is challenging.

This time of year, a lot of the companies are very busy due to the late start of their season due to the rain, and this project in retrospect is a small project.

The Mayor and Board agreed to move to the next Consent Agenda

- Valley Lakes Patching Construction Engineering Services
PWD Wedoff recommended hiring Baxter & Woodman to provide construction engineering services for the Valley Lakes Patching 2015 Project. He stated that B&W has already provided on site investigations for the project, is familiar with the patch locations and with Village expectations.

The Mayor and Board agreed to move to the next Consent Agenda

- SCADA Server Upgrade and Tags
PWD Wedoff recommended the Village hire B&W Control Systems Integration to install a new SCADA server and new SCADA tags. He went on to state that the current SCADA server warranty expired and the equipment needs to be updated.

The Mayor and Board agreed to move to the next Consent Agenda

- SCADA Server Purchase
PWD Wedoff recommended the purchase of a new SCADA server and software licensing from Current Technologies, to be installed by others, stating that CT was the lowest quote and they currently provide IT work for the Village so they are familiar with staff, systems and requirements

The Mayor and Board agreed to move to the next Consent Agenda

- MFT Fund Estimated Expenditure Resolution
PWD Wedoff stated that an annual Motor Fuel Tax (MFT) Resolution is required by the Village to obtain reimbursement for eligible Public Works expenses of various road related maintenance/repair activities such as gravel.

The Mayor and Board agreed to move to the next Consent Agenda

- MacGillis Drive Bridge Local Agency Agreement Amendment
Kurt Baumann, from Baxter & Woodman, stated an amendment form for Supplement No.1, for cost sharing of the design, was inadvertently omitted from consideration at the April 20th meeting. IDOT has reviewed both the Supplement No. 1 and the revised agreement and is supportive of both.

The Mayor and Board agreed to move to the next Consent Agenda

- Special Events
- Building and Zoning
- Police
- Administration

VA Shields stated that he would like to get the board together for photos for the new Web page. He stated it could be after one of the upcoming board meetings.

5. SUGGESTED NEW TOPICS

The Mayor brought up the Central Lake County Joint Action Water Agency's (CLCJAWA) recent Washington street project stating that in order for them to complete, they needed to bring the Villages water supply down for what ended up being 42 hours. The Mayor thanked all those involved saying that although he was very apprehensive, the project was completed seamlessly. The Mayor thanked Mark Kilarski for the job that he did and for his communication of the project and PWD Wedoff for making sure all our water reservoirs were fully topped off prior the event. The Mayor mentioned that CLCJAWA executives thanked the Public Works department for all of their work as well.

6. EXECUTIVE SESSION**7. ADJOURN**

Motion by Trustee Triphahn, Seconded by Trustee Foy to adjourn the Committee of the Whole meeting at 7:56 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: FOREST AVE/MACGILLIS DR IMPROVEMENTS TIME LINE

Agenda Item No. COTW

Executive Summary

The design for the Forest Ave/MacGillis Drive Improvements Project is nearly complete and is scheduled to be advertised for bidding on August 20th and 27th with a bid opening on September 1st. Staff recommends bringing the bids to the regular agenda for the September 8th Board Meeting. This will save two weeks in the proposed construction schedule and will put the project completion date near the end of November. If the bids are brought to Committee of the Whole first, the completion date will be pushed back to early/mid December. Due to weather there is no guarantee that the project will be completed in either case but by starting earlier, the odds of completion are better.

Recommended Action

Allow the Forest Ave/MacGillis Dr Improvements contract to be brought to the Village Board for approval on the Regular Agenda for the Board Meeting on September 8th, 2015.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/17/15																														
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																														
<p>Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account(s)</th> <th style="width: 30%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$861,752.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$353,500.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>10-60-83-88301</td> <td style="text-align: right;">\$1,215,252.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td></td> <td style="text-align: right;">\$1,215,252.00</td> </tr> <tr> <td style="text-align: center;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$861,752.00		Item Requested	\$353,500.00	\$0.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00				10-60-83-88301	\$1,215,252.00	\$0.00	Request is over/under budget:			Under		\$1,215,252.00	Over	-		
Account(s)	Budget	Expenditure																														
Other Items	\$861,752.00																															
Item Requested	\$353,500.00	\$0.00																														
YTD Actual		\$0.00																														
Amount Encumbered		\$0.00																														
10-60-83-88301	\$1,215,252.00	\$0.00																														
Request is over/under budget:																																
Under		\$1,215,252.00																														
Over	-																															



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: SIDEWALK & CURB REPAIR 2015

Agenda Item No. COTW

Executive Summary

Staff recommends contracting Schroeder & Schroeder, Inc. to complete the Sidewalk & Curb Repair 2015 project. The project includes intermittent patching of sidewalks and curbs throughout the Village that are in need of repair or pose a hazard. This work was advertised for bids and the following bids were received:

Schroeder & Schroeder, Inc.	\$ 67,511.00
D'Land Construction, LLC	\$114,879.31
Alliance Contractors, Inc.	\$119,141.15

Schroeder & Schroeder was the lowest bidder and they successfully completed the curb and sidewalk repair project last year.

Recommended Action

Award a construction contract to Schroeder & Schroeder, Inc. for the Sidewalk & Curb Repair 2015 project.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/17/15	
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	10-60-88-88802	\$0.00	
	Item Requested	\$15,000.00	\$15,000.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$0.00
	Total	\$15,000.00	\$15,000.00
	35-20-83-88301	\$360,065.00	
	Item Requested	\$50,000.00	\$52,511.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$363,567.39
	Total	\$410,065.00	\$416,078.39
	Grand Total	\$425,065.00	\$431,078.39
	Request is over/under budget:		
Under	-		
Over			\$6,013.39



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: MACGILLIS DR BRIDGE REPLACEMENT CONSTRUCTION SERVICES

Agenda Item No. COTW

Executive Summary

Staff recommends agreeing to a Construction Engineering Services Agreement with Baxter & Woodman, Inc. to provide construction services for the MacGillis Drive Bridge Replacement Project. Baxter & Woodman, Inc. designed the bridge and is familiar with both Illinois Department of Transportation (IDOT) and Village standards and procedures. Attached is the IDOT construction services submittal showing a breakdown of the services and costs.

Staff also recommends approving a Local Agency Agreement for Federal Participation (attached) requesting the Federal Highway Administration pay for 80% of the costs associated with construction services.

Staff recommends approving a resolution (attached) authorizing expenditures from the Motor Fuel Tax Fund to pay for the construction services listed above. The full cost of \$110,000 will need to be paid from the MFT fund and \$88,000 will be reimbursed by IDOT for a net cost of \$22,000 to the Village.

Recommended Action

Approve a Local Agency Agreement, an MFT Resolution and a Construction Engineering Services Agreement with Baxter & Woodman, Inc. to provide construction services for the MacGillis Drive Bridge Replacement Project.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/17/15																																									
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																																									
<p>Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account(s)</th> <th style="width: 30%;">Budget</th> <th style="width: 30%;">Expenditure</th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$1,105,252.00</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$110,000.00</td> <td style="text-align: right;">\$110,000.00</td> <td></td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-60-83-88301</td> <td style="text-align: right;">\$1,215,252.00</td> <td style="text-align: right;">\$110,000.00</td> <td></td> </tr> <tr> <td colspan="4">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$1,105,252.00</td> <td></td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </tbody> </table>			Account(s)	Budget	Expenditure		Other Items	\$1,105,252.00			Item Requested	\$110,000.00	\$110,000.00		YTD Actual		\$0.00		Amount Encumbered		\$0.00						10-60-83-88301	\$1,215,252.00	\$110,000.00		Request is over/under budget:				Under		\$1,105,252.00		Over	-		
Account(s)	Budget	Expenditure																																									
Other Items	\$1,105,252.00																																										
Item Requested	\$110,000.00	\$110,000.00																																									
YTD Actual		\$0.00																																									
Amount Encumbered		\$0.00																																									
10-60-83-88301	\$1,215,252.00	\$110,000.00																																									
Request is over/under budget:																																											
Under		\$1,105,252.00																																									
Over	-																																										

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Round Lake			X	
	Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	11-00034-00-BR	STP-Br			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-189-11	BRM-9003(745)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name MacGillis Drive Route MUN ST10 Length 0.069mi
 Termini MacGillis Drive over Squaw Creek

Current Jurisdiction LA TIP Number 03-10-0039 Existing Structure No 049-7700

Project Description

Work consists of demolition of the existing bridge (SN 049-7700) & replacement with a single span reinforced concrete deck beams, 5 inch concrete wearing surface & integral abutments (new SN 049-7701). Included in this work is the pavt removal, tree removal, erosion control measures, HMA replacement, restoration and other work in accordance with the Plans and Specs

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	\$792,000	(*)	()	\$198,000	(BAL)	990,000
Non-Participating Construction	()	()	()	\$10,000	(100)	10,000
Preliminary Engineering	()	()	()	()	()	()
Construction Engineering	88,000	(*)	()	\$22,000	(BAL)	110,000
Right of Way	()	()	()	()	()	()
Railroads	()	()	()	()	()	()
Utilities	()	()	()	()	()	()
Materials	()	()	()	()	()	()
TOTAL	\$ 880,000			\$ 230,000		\$ 1,110,000

*Maximum FHWA (STP-Br) participation 80% not to exceed \$880,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) _____
 METHOD B— _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C—LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the STATE, 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 department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) **(Railroad Related Work Only)** The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) **(State Contracts)** That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) 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 any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) 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;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this Improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA,
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Daniel A. MacGillis

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006086 conducting business as a Governmental Entity.

DUNS Number 789164652

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

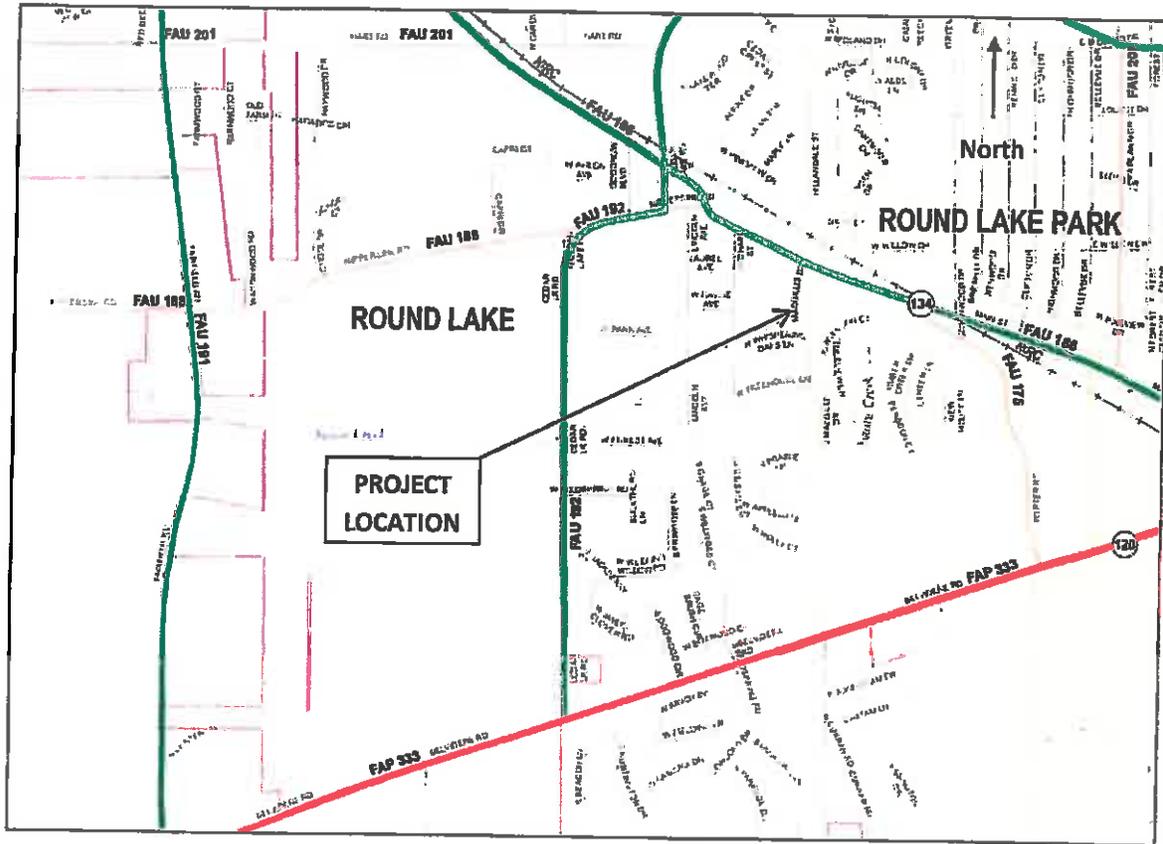
Date

Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

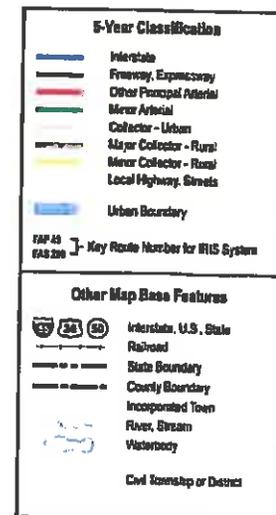
Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

LOCATION MAP



MacGillis Drive over Squaw Creek
Section No. 11-00034-00-BR
Job No C-91-189-11, Project No. BRM-9003(745)
Village of Round Lake





**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Mayor and Board of Trustees of the
Round Lake City, Town or Village of Round Lake City, Town or Village Illinois
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
MacGillis Drive	MUN ST10	at Squaw Creek	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Local agency participation construction cost and construction engineering fee for the MacGillis Drive Bridge Replacement project.

and shall be constructed varies wide
and be designated as Section 11-00034-00-BR

2. That there is hereby appropriated the (additional Yes No) sum of Two Hundred Thirty Thousand and 00/00
Dollars Dollars (\$230,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____
Date _____
Department of Transportation
Regional Engineer _____

I, Patricia Blauvelt Clerk in and for the
Round Lake City, Town or Village of Round Lake
Round Lake City, Town or Village County of Mayor and Board of Trustees, hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the Board of Trustees
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)

City, Town, or Village Clerk

Local Agency Village of Round Lake	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc
County Lake				Address 8678 Ridgefield Rd
Section 11-00034-00-BR				City Crystal Lake
Project No. BRM-9003(743)				State Illinois
Job No. C-91-189-11				Zip Code 60012
Contact Name/Phone/E-mail Address Adam Wedoff, PE 847-546-0962 awedoff@eroundlake.com				Contact Name/Phone/E-mail Address Craig Mitchell, 815-459-1260 cmitchell@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name	MacGillis Drive	Route	MUN ST10	Length	0.069mi	Structure No.	049-7701
Termini	MacGillis Drive over Squaw Creek						

Description: Work consists of demolition of the existing bridge (SN 049-7700) & replacement with a single span reinforced concrete deck beams, 5 inch concrete wearing surface & integral abutments (new SN 049-7701). Included in this work is the pavt removal, tree removal, erosion control measures, HMA replacement, restoration and other work in accordance with the Plans and Specs. Eng Proj #100730.60

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

$Total\ Compensation = DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: MUN ST 1013
 Local: Village of Round Lake
 (Municipality/Township/County)
 Section: 11-00034-00-BR
 Project: BRM-9003(743)
 Job No.: C-91-189-11

*Firm's approved rates on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 153.00 %
 Complexity Factor (R) 0.00
 Calendar Days 60

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Initiation									
	Sr. Eng IV	6.00	\$60.48	\$362.88	\$555.20	\$0.00	\$28.75	\$137.29	\$1,084.12
	Eng. Tech III	2.00	\$36.85	\$73.70	\$112.76	\$0.00	\$0.00	\$27.03	\$ 213.49
Construction Adm									
	Sr. Eng IV	40.00	\$60.48	\$2,419.20	\$3,701.37	\$0.00	\$101.20	\$902.15	\$7,123.92
	Clerical	4.00	\$25.12	\$100.48	\$153.73	\$0.00	\$0.00	\$36.86	\$ 291.07
Field Observation									
	Eng. Tech III	720.00	\$36.85	\$26,532.00	\$40,593.96	\$0.00	\$2,576.00	\$10,106.78	\$79,808.74
Complete Project									
	Eng. Tech III	120.00	\$36.85	\$4,422.00	\$6,765.66	\$0.00	\$345.00	\$1,672.23	\$13,204.89
	Sr. Eng IV	4.00	\$60.48	\$241.92	\$370.13	\$0.00	\$0.00	\$88.74	\$ 700.79
	Eng. Tech V	20.00	\$50.53	\$1,010.60	\$1,546.21	\$0.00	\$0.00	\$370.73	\$2,927.54
Material Testing									
						\$4,645.00	\$0.00		\$4,645.00
Totals		916.00		\$35,162.78	\$53,799.02	\$4,645.00	\$3,050.95	\$13,341.81	\$109,999.56



**Illinois Department
of Transportation**

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

John Fortmann, PE
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	<u>Lake</u>
Municipality	<u>Round Lake</u>
Section	<u>11-00034-00-BR</u>
Route	<u>MUN ST 1013</u>
Contract No.	
Job No.	<u>C-91-189-11</u>
Project	<u>BRM-9003(743)</u>

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

_____ Date _____ Signature and Title (for the Local Public Agency)

Craig Mitchell, PE
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 13-0155.

BSCE Iowa State University, 15+ years IDOT construction employee, former IDOT RE. Licensed Professional Engineer in Illinois, completed hundreds of construction projects.

<u>8/3/15</u>		<u>Construction Services Group Leader</u>
Date	Signature of Applicant	Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____
Date _____ Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

John Fortmann, PE
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	<u>Lake</u>
Municipality	<u>Round Lake</u>
Section	<u>11-00034-00-BR</u>
Route	<u>MUN ST 1013</u>
Contract No.	<u></u>
Job No.	<u>C-91-189-11</u>
Project	<u>BRM-9003(743)</u>

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 8/3/15 Date Craig D. Mitchell Signature and Title of Resident Construction Supervisor Construction Services Group Leader

Brad Stoecker
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 13-0480.
8 years as IDOT construction employee, 25 years experience, Assoc. of Science Morrison Inst. Of Tech.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____ Date _____ Signature and Title of In Responsible Charge from BC-775 _____



office: 1-847-870-0544
fax: 1-847-870-0661

www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

July 20, 2015
Proposal No. 14,657

Mr. Craig Mitchell, P.E.
Baxter & Woodman, Inc.
8678 Ridgefield Rd.
Crystal Lake, IL 60012

Re: Soil and Construction Material Testing
Mac Gillis Drive over Squaw Creek Structure Replacement
Section: 11-00034-00-BR
Round Lake, Illinois

Dear Mr. Mitchell:

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

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

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$ 4,645.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

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

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Joseph A. Klawitter, P.E.
Director of Engineering

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

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

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-15

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician with Nuclear Gauge	8 hours	\$ 85.00 /hour 340.00 /day min.	\$ 680.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$ 130.00 /hour	\$ 130.00
Estimated Cost:			\$ 810.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>
HMA Binder, N50	77	0.5	0.5
HMA Surface, N50	154	0.5	0.5
HMA Approach Pavement	26	0.5	--
Total:	257	1.5	1

Billing Notes:

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

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

Proposal No. 14,657
 Re: Mac Gillis Drive over Squaw Creek Structure Replacement
 Section: 11-00034-00-BR
 Round Lake, IL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-15

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	16 hours	\$ 85.00 /hour 340.00 /day min.	\$ 1,360.00
Cylinder Pick-up	4 hours	\$ 85.00 /hour	\$ 340.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	12 each	\$ 15.00 each	\$ 180.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 130.00 /hour	\$ 260.00
Estimated Cost:			\$ 2,140.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyfs.</u>
PCC Combined C & G	546.5 ft.	31	0.5	0.5	4
PCC Sidewalk 5"	2072 sq.ft.	32	0.5	-	
PCC Sidewalk 8"	140 sq.ft.	4			
PCC Driveway	25 sq.yd.	50	0.5		
Concrete Superstructure		93	1.0	1.0	4
Concrete Structures		72	1.0		
Concrete Wearing Surf	232 sq.yds.	32	0.5	0.5	4
Total:		314	4.0	2.0	12

Billing Notes:

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

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

Proposal No. 14,657
 Re: Mac Gillis Drive over Squaw Creek Structure Replacement
 Section: 11-00034-00-BR
 Round Lake, IL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-15

AGGREGATE AND SOIL

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician 3 trips @ 5 hrs.	15 hours	\$ 85.00 /hour 340.00 /day min.	\$ 1,275.00
<u>Laboratory Testing</u>			
Standard Proctor	1 each	\$ 160.00 each	\$ 160.00
<u>Engineering</u>			
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	2 hours	\$ 130.00 /hour	\$ 260.00
Estimated Cost:			\$ 1,695.00

Billing Notes:

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

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

TERMS AND CONDITIONS

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

GEOTECHNICAL INVESTIGATIONS

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

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

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

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

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

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

TESTING SERVICES

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

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

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

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



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

**TITLE: FOREST AVE/MACGILLIS DR IMPROVEMENTS
 CONSTRUCTION SERVICES**

Agenda Item No. COTW

Executive Summary

Staff recommends agreeing to a Construction Engineering Services Agreement with Baxter & Woodman, Inc. to provide construction services for the Forest Ave/MacGillis Drive Improvements Project. Baxter & Woodman, Inc. is finishing the design of the project and is familiar with both Illinois Department of Transportation (IDOT) and Village standards and procedures. Attached is the IDOT construction services submittal showing a breakdown of the services and costs.

Staff also recommends approving a resolution (attached) authorizing expenditures from the Motor Fuel Tax Fund to pay for the construction of the project (\$353,500.00) and the construction engineering services listed above (\$35,300.00) for a total allotment of \$388,800.00.

Recommended Action

Approve an MFT Resolution and a Construction Engineering Services Agreement with Baxter & Woodman, Inc. to provide construction services for the Forest Ave/MacGillis Drive Improvements Project.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/17/15																																		
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																																		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$1,179,952.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$35,300.00</td> <td style="text-align: right;">\$35,300.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>10-60-83-88301</td> <td style="text-align: right;">\$1,215,252.00</td> <td style="text-align: right;">\$35,300.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$1,179,952.00</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$1,179,952.00		Item Requested	\$35,300.00	\$35,300.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00							10-60-83-88301	\$1,215,252.00	\$35,300.00	Request is over/under budget:			Under		\$1,179,952.00	Over	-		
Account(s)	Budget	Expenditure																																		
Other Items	\$1,179,952.00																																			
Item Requested	\$35,300.00	\$35,300.00																																		
YTD Actual		\$0.00																																		
Amount Encumbered		\$0.00																																		
10-60-83-88301	\$1,215,252.00	\$35,300.00																																		
Request is over/under budget:																																				
Under		\$1,179,952.00																																		
Over	-																																			

Municipality Round Lake	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Baxter & Woodman, Inc
Township				Address 8678 Ridgfield Rd
County Lake				City Crystal Lake
Section 15-00041-00-PV				State ILL.

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Forest Av& MacGillis Dr Route _____ Length 0.38 miles Structure No. N/A

Termini Forest Ave from Lincoln to MacGillis and MacGillis Dr from Forest to Whispering Oaks

Description

Construction engineering for the roadway rehabilitation on Forest Ave and MacGillis Drive, consisting of Hot Mix Asphalt resurfacing, pavement recycling, base preparation, excavation, aggregate base repairs, curb and gutter, driveway surface removal and replacement, and other items of work per the plans and specifications. Engineer's project #140079.60

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" Issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	
Resident Construction Supervisor	160.00
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	110.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the Improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 10 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 153 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

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

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

Executed by the LA:

Village of Round Lake of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title:

(Seal)

Executed by the ENGINEER:

Baxter & Woodman, Inc

8678 Ridgfield Road

ATTEST:

Crystal Lake, IL 60012

By Peggy Yarbou

[Signature]

Title: Deputy Secretary

Title: Vice President

Approved

Date
Department of Transportation

Regional Engineer

VILLAGE OF ROUND LAKE, ILLINOIS
FOREST AVE AND MACGILLIS DRIVE REHABILITATION

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT includes pavement recycling, excavation, base preparation, aggregate base course, aggregate base repairs, curb and gutter, driveway surface removal & replacement, storm sewer work, HMA resurfacing, adjustment of drainage structures, seeding, and other work as shown in the plans and specifications.

The improvements are located on Forest Ave from Lincoln Ave to MacGillis Dr, and on MacGillis Dr from Forest Ave to 150 feet north of Whispering Oaks Lane, with a 475 foot omission from Whispering Oaks Lane to 100 feet south of Treehouse Lane.

VILLAGE OF ROUND LAKE, ILLINOIS
FOREST AVE AND MACGILLIS DR REHABILITATION

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Prepare construction contract change orders and work directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
 - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, (for up to 252 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes

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

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.
- Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

5. COMPLETION OF PROJECT

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

6. PROJECT CLOSEOUT

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

**EXHIBIT C - CONSTRUCTION ENGINEERING
FOREST AVE AND MACGILLIS DRIVE REHABILITATION**

ROUTE: Forest Ave and MacGillis Dr
 LOCAL AGENCY: (Municipality/Township/County) VILLAGE OF ROUND LAKE
 SECTION: 15-00041-00-PV
 PROJECT: 14007B-60
 JOB NO.: 14007B-60

FIRMS APPROVED RATES ON FILE WITH IDOT'S
 BUREAU OF ACCOUNTING AND AUDITING
 OVERHEAD RATE (OH) _____
 COMPLEXITY FACTOR (R) 0
 ESTIMATED TIME OF SERVICE: October 16, 2015
 to November 25, 2015 + closeout

METHOD OF COMPENSATION
 COST PLUS FIXED FEE 1 14.5% [(DL + R (DL) + OH (DL) + IHDC)]
 COST PLUS FIXED FEE 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)]
 COST PLUS FIXED FEE 3 14.5% [(2.3 + R) DL + IHDC]
 DIRECT LABOR MULTIPLE (2.0 + R) DL + IHDC
 SPECIFIC RATE X Hourly Billing Rates
 LUMP SUM

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	TOTAL
PROJECT INITIATION							
	SR ENGINEER IV	7	\$160.00	\$1,120.00		\$28.00	\$1,148.00
				\$0.00			
CONSTRUCTION ADMINISTRATION							
Manage Project	SR ENGINEER IV	4	\$160.00	\$640.00			\$640.00
Pay Estimates	SR ENGINEER IV	4	\$160.00	\$640.00			\$640.00
Meetings	SR ENGINEER IV	2	\$160.00	\$320.00		\$28.00	\$348.00
Site Visits	SR ENGINEER IV	2	\$160.00	\$320.00			\$320.00
FIELD OBSERVATION							
Full Time Observations	ENG TECH III	240	\$110.00	\$26,400.00		\$924.00	\$29,924.00
				\$0.00			
PROJECT COMPLETION							
	ENG TECH III	12	\$110.00	\$1,320.00			\$1,320.00
	SR ENGINEER IV	6	\$160.00	\$960.00			\$960.00
				\$0.00			
MATERIAL TESTING							
					\$3,000		\$3,000
TOTAL		277		\$31,720	\$3,000	\$540	\$35,300

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):
 Vehicle Expenses - Travel 1009 miles @ \$0.575/MILE = \$580.00

SERVICES BY OTHERS:
 Material Testing by Soil and Material Consultants = \$3000.00



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: PUBLIC WORKS SURPLUS ITEMS

Agenda Item No. COTW

Executive Summary

The Public Works Department has conducted an inventory of Department property and has identified surplus items that can be sold at auction or disposed of. Please see the attached list of items. Most of these items are in working condition but are no longer used by the Department or are accessories to equipment or vehicles the Department no longer owns.

Recommended Action

Allow the Public Works Department to sell listed items at auction. Those not sold shall be retained, disposed of or sold for recycled metal.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/17/15																																									
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																																									
<p>Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 20%;">Expenditure</th> <th style="width: 25%;"></th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td colspan="4">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td colspan="3">-</td> </tr> <tr> <td style="text-align: center;">Over</td> <td colspan="3">-</td> </tr> </tbody> </table>			Account(s)	Budget	Expenditure		Other Items	\$0.00			Item Requested	\$0.00	\$0.00		YTD Actual		\$0.00		Amount Encumbered		\$0.00							\$0.00	\$0.00		Request is over/under budget:				Under	-			Over	-		
Account(s)	Budget	Expenditure																																									
Other Items	\$0.00																																										
Item Requested	\$0.00	\$0.00																																									
YTD Actual		\$0.00																																									
Amount Encumbered		\$0.00																																									
	\$0.00	\$0.00																																									
Request is over/under budget:																																											
Under	-																																										
Over	-																																										

Public Works Surplus Items:

- Truck #46 – 2002 GMC 3500 with plow and spreader
- Truck #51 – 2005 GMC 3500 with plow and spreader
- Plow blades from truck #48 and #51 (trucks are gone)
- Tailgate for truck #48 (truck is gone)
- Spreader for truck #41 and #48 (trucks are gone)
- Polaris 4-wheeler
- Ariens ST1032 snowblower
- Ariens 1028 snowblower
- Ace 22" push mower
- Toro 22" push mower
- Homelite gas powered blower
- Chlorine institute emergency kit
- Crimping tool for hydraulic hoses
- Ariens push mower
- Reed pipe cutter
- Rodder hose counter
- Garrett metal detector
- Reddy heater 70,000 BTU
- Stihl S460 Partner Saw
- John Deere 295 Amp stick welder