



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, March 25, 2024
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of March 11, 2024
- IV. Bills Presented for Payment
- V. Board and Staff Reports
- VI. Public Comment on Agenda Items
- VII. New Business
 - A. Ordinance 24-3-2285: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – The Links on Grand – 2116 E. Grand Avenue
 - B. Resolution 24-3-2286R: Authorizing a Local Public Agency Agreement for Construction Work with the Illinois Department of Transportation for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Stage 1;
 - C. Approval: Authorizing a Local Public Agency Engineering Services Agreement with Christopher B. Burke Engineering for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Stage 1 - \$535,000
 - D. Approval: First Amendment to Economic Incentive Agreement with Aqua Pool and Spa - \$12,358.74
 - E. Approval: Heritage Park Public Infrastructure Inspection Services – Manhard Consulting - \$19,800
 - F. Approval: Village Facilities Cleaning Services – Bravo Services - \$28,756
- VIII. Public Comment
- IX. Executive Session
- X. Adjournment

Rules for Public Comment: The Village of Lindenhurst welcomes comments from the public during the designated sections of the Village Board meeting. We ask that you keep your comments respectful, civil, and constructive to matters of public policy. Those wishing to comment will be limited to three (3) minutes per person and the total time allotted for public comment will be thirty (30) minutes. The Chair will recognize speakers and may deny someone who has previously addressed the Board an additional opportunity to speak. (VOL Village Code §30.22)

VILLAGE OF LINDENHURST
2301 E Sand Lake Road

Regular Village Board Meeting Minutes
March 11, 2024
7:00pm

I. Call to Order

- A. Mayor Marturano called the Regular Village Board Meeting to order at 7:00pm.

II. Roll Call

- A. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Pat Dunham, Patty Chybowski, Dawn Suchy, Heath Rosten (arrived at 7:01pm), and Ron Grace.
- B. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Assistant to the Village Administrator Karleen Gernady, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of February 26, 2024 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Dunham, to approve the minutes from the Regular Village Board Meeting of February 26, 2024 as presented.
1. Voice Vote
Aye - 5
Nay - 0
Abstain - 1
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Grace, to approve the first set of bills for the month of March presented for payment in the amount of \$1,378,153.78 for invoices due on or before March 11, 2024.
1. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Treasurer's Report

- A. Trustee Dunham read the Treasurer's Report for February 2024. The total for all accounts on February 29, 2024 was \$15,622,176.72.
- B. Trustee Dunham made a motion, seconded by Trustee Chybowski, to approve the Treasurer's Report for February 2024 as read.
 - 1. Roll Call
 - Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
 - Nay – 0
 - Motion carried.

VII. Board & Staff Reports

- A. Trustee Suchy had questions pertaining to the Route 45 roadway project. The Village is still awaiting clarification from our State Representative.
- B. Mayor Marturano announced the following:
 - 1. Attended the Eagle Pride breakfast. Notable mention that Officer Rytina's daughter received an award. Congratulations to her and everyone else for the awards earned.
 - 2. Attended the Municipal League Legislative breakfast this past Saturday in Hawthorne Woods.
 - 3. St Patrick's Day parade this coming Saturday.
- C. Police Chief Tom Jones announced the body-worn camera program has begun with all officers now wearing cameras. This program is nine months ahead of schedule.
- D. Utility Systems Manager Charles Hernandez announced the Lake Shore Drive water main project is still progressing in a timely manner.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Ordinance 24-3-2284: Amending Section 111.20 of the Village Code regarding the number of Liquor Licenses - Lucia's Taqueria - 2134 E Grand Avenue.
 - 1. A business and liquor license application was submitted to the Village from Lucia's Taqueria. The business is requesting a Class A liquor license. The applicants wish to receive their local liquor license prior to receiving their state license. Their anticipated opening date is May 2024 in the Lindenhurst Center. This would increase Class A licenses to four.

2. Trustee Chybowski made a motion, seconded by Trustee Suchy to adopt Ordinance 24-3-2284 amending Section 111.20 of the Village Code regarding the number of liquor licenses for an additional Class A license for Lucia's Taqueria (2134 E Grand Avenue).
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

- B. Approval: Replacement Public Works Truck Outfitting - Monroe Truck Equipment - \$93,150
 1. Replacing one five-ton dump truck with a low-profile dump truck, which would allow for more year round use, was included within the FY 2024 budget. After much effort, a Ford F750 chassis was found at a local dealership, which stayed within budget parameters. As the chassis has been purchased, Public Works wishes to bid the outfitting of the truck as per our specifications.
 2. Public Works requests outfitting as follows:
 - a. Flat bed.
 - b. Equipped with a plow and hydraulic system for dispensing liquid brine. This system could be replaced with a water tank during summer months.
 3. Additional options for build-out:
 - a. V-Box installation
 - b. Traditional dump truck
 4. The recommendation of a flat bed and liquid dispensing system will strengthen our deicing program. This option also reduces the amount of time needed in which to apply to Village streets. Additionally, this option is more affordable and includes functionality when hauling materials is required.
 5. Trustee Dickson made a motion, seconded by Trustee Grace to approve the outfitting of a Public Works Ford F750 for outfitting of a flat bed and hydraulic liquid dispensing system to Monroe Truck Equipment in an amount not to exceed \$93,150.
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

- C. Approval: FY 2024-2025 Vendor Bids, Quotes, and Proposals
 1. The list of approved Village vendors has been finalized. The respective proposals will be incorporated into the draft budget. Prices for respective products or services are being held over from the previous fiscal year by many of the Village's current vendors. Although other vendors may be increasing their prices, they are within industry standards.
 2. Trustee Grace made a motion, seconded by Trustee Dunham to approve the master vendor list for FY 2024-2025 and authorize the Village Administrator to update service agreements with the respective vendors accordingly.
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

D. Discussion: Video Gaming Regulations

1. The liquor license and gaming application submitted by “The Links on Grand” compelled the need for further discussion of the video gaming café factors listed in the Village ordinance.
2. The Village Board reviewed the Lindenhurst section regarding video gaming cafes, as well as other various municipal ordinances in which to compare and contrast.

X. **Public Comment**

- A. None.

XI. **Executive Session**

- A. None.

XII. **Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
1. Voice Vote
Aye - 6
Nay - 0
Motion carried.
 2. The meeting was adjourned at 8:03pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

Fund	Department	Line Item	Item Description	Amount
ACTIVE ALARM COMPANY				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	CAMERA REPAIR	950.00
			Vendor Total:	950.00
ADVANCED TREE CARE				
GENERAL FUND	PUBLIC WORKS	TREE MAINTENANCE CONTRACT	TREE REMOVALS - LAKE SHORE DRIVE	4,290.00
			Vendor Total:	4,290.00
AEP ENERGY				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	7,807.56
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	567.35
			Vendor Total:	8,374.91
ANCEL GLINK, P.C.				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ADMIN LEGAL - FEBRUARY 2024	3,175.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	LENNAR/HERITAGE PARK ESCROW	2,725.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	REDWOOD ESCROW	600.00
			Vendor Total:	6,500.00
ANTIOCH AUTO PARTS				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GREASE STOCK	11.99
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	GREASE STOCK	7.99
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	60 - BATT REPL	210.35
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	60 - BATT REPL	120.23
			Vendor Total:	350.56
APPLIED CONCEPTS, INC.				
CONTROLLED SUBSTANCE ACT 19		MISC ENFORCEMENT EQUIPMENT	DSR ENHANCED COUNTING UNIT	2,117.50
			Vendor Total:	2,117.50
ASSURANCE FIRE & SAFETY				
GENERAL FUND	BUILDING & GROUNDS	FIRE EXTINGUISHER INSPECTION	VH FIRE EXTINGUISHERS CERTIFICAT	225.18
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY SUPPLIES & SERVICES	VH FIRE EXTINGUISHERS CERTIFICAT	150.12
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	PD FIRE EXTINGUISHERS CERTIFICAT	806.70
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY SUPPLIES & SERVICES	PW FIRE EXTINGUISHERS CERTIFICAT	930.90
GENERAL FUND	BUILDING & GROUNDS	FIRE EXTINGUISHER INSPECTION	PW FIRE EXTINGUISHERS CERTIFICAT	620.60
			Vendor Total:	2,733.50
AWARDS BY KAYDAN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	NAME TAGS - VETERANS COMMISSION	4.00
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	NAME TAGS - VETERANS COMMISSION	1.00
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	NAME TAGS - VETERANS COMMISSION	1.00
GENERAL FUND	POLICE	OPERATING SUPPLIES	NAME TAGS - VETERANS COMMISSION	4.00
			Vendor Total:	10.00
AXON ENTERPRISE, INC.				
DUI SB 740 FUND 22	POLICE	TASERS	TASER PURCHASES	1,920.00
			Vendor Total:	1,920.00
BAXTER & WOODMAN, INC				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	230.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	920.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - REDWOOD	4,715.00
			Vendor Total:	5,865.00
BRIAN OLSON				
REFUSE & RECYCLING 30		ENVIRONMENTAL PROGRAMS	50/50 PROGRAM - RAIN BARRELS	57.47
			Vendor Total:	57.47
BURRIS EQUIPMENT COMPANY				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	#20 KUBOTA FILTER	17.06
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	#20 KUBOTA O-RING KIT	4.08
			Vendor Total:	21.14
CENTRISYS CORPORATION				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	CENTRIFUGE GREASE	703.30
			Vendor Total:	703.30
CHRISTOPHER B. BURKE ENGINEERING				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	SPRUCEWOOD/LAKESHORE DRIVE WATER	23,041.75
			Vendor Total:	23,041.75
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00

		BOTH OPEN AND PAID			
Fund		Department	Line Item	Item Description	Amount
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
GENERAL FUND		POLICE	BUILDING & GROUNDS MTCE	POLICE MATS FOR PD	107.26
GENERAL FUND		PUBLIC WORKS	UNIFORMS	MATS FOR VH	16.51
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	UNIFORMS	MATS FOR VH	24.76
GENERAL FUND		PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
Vendor Total:					303.55
CODY KUEBLER - R					
UTILITY FUND	60		RENTERS DEPOSIT ****	UB deposit refund for account: 0	175.00
Vendor Total:					175.00
COMPLETE OFFICE OF WISCONSIN					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	6.52
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	1.63
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	1.63
GENERAL FUND		POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	6.52
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	19.80
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	4.95
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	4.95
GENERAL FUND		POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	19.79
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	15.06
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.76
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	3.76
GENERAL FUND		POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	15.06
Vendor Total:					103.43
CORRPRO COMPANIES, INC.					
UTILITY FUND	60	WATER	TANK INSPECTIONS	WATER TOWER INSPECTIONS	3,470.00
Vendor Total:					3,470.00
DE LAGE LANDEN FIN SERVICES, INC.					
IT FUND			EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	148.18
IT FUND			EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	340.11
Vendor Total:					488.29
DIMEO BROS, INC					
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	LSD - SERVICE REPAIR	3,603.00
Vendor Total:					3,603.00
FERGUSON WATERWORKS #2516					
UTILITY FUND	60	WATER	WATER METER UPGRADE	METER STOCK	6,083.64
Vendor Total:					6,083.64
FISH WINDOW CLEANING					
GENERAL FUND		BUILDING & GROUNDS	CLEANING CONTRACT	WINDOW CLEANING - VH	360.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	WINDOW CLEANING - PW	108.00
GENERAL FUND		POLICE	BUILDING & GROUNDS MTCE	POLICE WINDOW CLEANING - PD	295.00
Vendor Total:					763.00
GEWALT HAMILTON ASSOCIATES, INC					
GENERAL FUND		ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GENERAL ENGINEERING & GIS DATA &	360.00
Vendor Total:					360.00
GRAINGER, INC.					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TOOLS	FIRE HOSE NOZZLE	146.08
COMMUNITY CAPITAL		ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	TBL - NON-SLIP TAPE	47.88
Vendor Total:					193.96
GRAYSLAKE FEED SALES, INC					
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	GRASS SEED	372.00
Vendor Total:					372.00
HAWKINS, INC.					
UTILITY FUND	60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	933.10
Vendor Total:					933.10
KURITA AMERICA INC.					
UTILITY FUND	60	WATER	TANK INSPECTIONS	IRON VESSEL - NEW GASKETS	164.38
Vendor Total:					164.38
LAKE COUNTY CHIEFS OF POLICE					
GENERAL FUND		POLICE	TRAINING & CONFERENCES	LCCPA MONTHLY MEETING	56.00

Fund	Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID				
Vendor Total:				56.00
LAKE COUNTY SHERIFF'S OFFICE				
GENERAL FUND	POLICE	PRINTING & PUBLICATION	WHITE ID CARD	5.00
Vendor Total:				5.00
LIBERTYVILLE TOWNSHIP				
COMMUNITY CAPITAL	ADMINISTRATION	GREEN/SUSTAINABILITY IMPROVEMENT	WETLAND CREDIT FOR FAU	975.00
Vendor Total:				975.00
M. E. SIMPSON COMPANY, INC				
UTILITY FUND 60	WATER	LEAK DETECTION SERVICE	LEAK LOCATION SERVICE	965.00
Vendor Total:				965.00
MANHARD CONSULTING LTD				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	597.50
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - REDWOOD	7,886.75
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	792.00
Vendor Total:				9,276.25
MARK PAOLI				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	MAILBOX REPLACEMENT - 327 LAKE S	24.97
Vendor Total:				24.97
MENARD'S - ANTIOCH				
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	SHARPIES	4.44
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE	16.97
COMMUNITY CAPITAL	ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	TBL FABRIC	99.96
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	MEMORIAL LIGHT BULBS	0.56
GENERAL FUND	PUBLIC WORKS	TOOLS	SCRAPER & TBL TIMBER	37.41
COMMUNITY CAPITAL	ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	SCRAPER & TBL TIMBER	31.38
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	POWER WASHER REPAIR	5.98
COMMUNITY CAPITAL	ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	TBL - TIMBERS	398.31
Vendor Total:				595.01
MORTON SALT, INC.				
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	ROAD SALT	9,832.80
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	ROAD SALT	19,326.32
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	ROAD SALT	3,891.17
Vendor Total:				33,050.29
NICOR				
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR	41.62
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION	36.83
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	39.58
Vendor Total:				118.03
NIU CENTER FOR EARLY LEARNING FUNDI				
GENERAL FUND	ADMINISTRATION	COMMUNITY & ECON DEVELOPMENT	STRATEGIC PLANNING	9,750.00
Vendor Total:				9,750.00
NORTH EAST MULTI-REGIONAL TRAINING				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	ADAPTIVE LEADER TRAINING - HOLBA	200.00
Vendor Total:				200.00
PADDOCK PUBLICATIONS, INC				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	PUBLIC NOTICES	73.60
Vendor Total:				73.60
PAYNE & DOLAN, INC.				
COMMUNITY CAPITAL	ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	TBL - 3/4 STONE	264.60
Vendor Total:				264.60
PAYROLL - EXPENSES				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,664.90
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	166.56
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,720.42
Vendor Total:				5,551.88
PAYROLL - GROSS PAYS				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	6,067.81
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	3.33
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,242.33
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description		Amount
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION		55,762.62
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION		3,608.96
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION		2,214.63
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION		13,682.03
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION		570.00
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION		1,293.20
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION		2,535.89
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION		6,561.80
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION		4.44
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION		13,682.03
UTILITY FUND 60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION		570.00
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION		1,293.21
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION		6,841.01
UTILITY FUND 60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION		285.00
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION		646.60
GENERAL FUND	PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		647.50
UTILITY FUND 60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		647.50
UTILITY FUND 60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		323.75
Vendor Total:					120,483.64
PAYROLL - PROCESSING FEES					
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES		209.30
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES		46.50
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES		209.30
Vendor Total:					465.10
PREMIUM SOUND & SECURITY, INC					
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 21 & 40 BEACON LIGHT REPAIR		772.21
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 21 & 40 BEACON LIGHT REPAIR		514.81
Vendor Total:					1,287.02
PROMOS 911, INC					
GENERAL FUND	POLICE	PRINTING & PUBLICATION	SPORTS BOTTLES		494.30
Vendor Total:					494.30
REVIZE LLC					
IT FUND		WEB HOSTING	WEB HOSTING		8,275.00
Vendor Total:					8,275.00
RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	36 IN CHAIN SAW SERVICE		34.34
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	36 IN CHAIN SAW SERVICE		22.89
Vendor Total:					57.23
SONDAY SERVICES					
UTILITY FUND 60	SEWER	COLLECTION SYSTEM MAINTENANCE	LS3 - VAC WET WELL		1,275.00
Vendor Total:					1,275.00
STRAND ASSOCIATES, INC.					
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	LIFT STATION UPGRADES & ENGINEERING	ENGINEERING - LS UPGRADES		2,179.84
Vendor Total:					2,179.84
TEKLAB, INC					
UTILITY FUND 60	WATER	LAB SERVICE	ANALYSIS - SPECIAL		1,212.00
Vendor Total:					1,212.00
TRAFFIC SAFETY WAREHOUSE					
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	BARRICADES		399.60
Vendor Total:					399.60
TYLER TECHNOLOGIES, INC.					
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	E-CITATION BATTERY REPLACEMENT		786.00
Vendor Total:					786.00
ULINE					
GENERAL FUND	PUBLIC WORKS	STREET SIGNS	STOP SIGNS		501.04
Vendor Total:					501.04
ULTRA STROBE COMMUNICATIONS					
COMMUNITY CAPITAL	ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	BODY WORN CAMERAS		1,300.00
Vendor Total:					1,300.00
XYLEM WATER SOLUTIONS USA, INC					

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 03/12/2024 - 03/25/2024
 BOTH JOURNALIZED AND UNJOURNALIZED

Fund		Department	BOTH OPEN AND PAID Line Item	Item Description	Amount
UTILITY FUND	60	SEWER	PUMP MAINTENANCE SERVICE	ANNUAL PUMP SERVICE	9,534.70
UTILITY FUND	60	SEWER	PUMP MAINTENANCE SERVICE	WWTF TRANSFER PUMP REPLACEMENT	4,900.00
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	WWTF TRANSFER PUMP REPLACEMENT	9,469.30
UTILITY FUND	60	SEWER	PUMP MAINTENANCE SERVICE	PUMP GREASE MAINTENANCE SERVICE	474.10
				Vendor Total:	24,378.10
				Grand Total:	297,947.98

Fund Totals:

GENERAL FUND 01	120,779.48
I.M.R.F./F.I.C.A. FUND 06	2,664.90
IT FUND 11	8,763.29
MOTOR FUEL TAX FUND 15	33,050.29
CONTROLLED SUBSTANCE ACT FUND 19	2,117.50
COMMUNITY CAPITAL FUND 21	26,158.88
DUI SB 740 FUND 22	1,920.00
MISCELLANEOUS ESCROW FUND 24	18,466.25
REFUSE & RECYCLING FUND 30	2,817.76
UTILITY FUND 60	79,029.79
WATER/SEWER CAPITAL FUND 61	2,179.84
Total For All Funds:	\$297,947.98



MEMORANDUM

DATE: March 22, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for March 25, 2024**

New Business

A. Ordinance 24-3-2285: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – The Links on Grand – 2116 E. Grand Avenue

The enclosed ordinance addresses two liquor license actions for the Village Board to consider. The first reduces the number of Class A licenses by one to account for the “transfer” of the request from The Links on Grand to move to a Class A-V license. Following the discussion regarding video gaming regulations on March 11, staff was directed to place the reconsideration of this license on the agenda of March 25. With the granting of this license, the number of Class A licenses moves to three (3) and Class A-V licenses increases to four (4).

In addition, the Village has learned of the closing of Sarge’s Beef within Grand Plaza on March 16th. Pursuant to Village practice, upon the closure of a license-holding business, the Village reduces the number of available liquor licenses by one within the license classification of the former business. In this case, Sarge’s held a Class E-V license for beer and wine with video gaming. The number of Class E-V licenses decreases from two (2) to one (1).

B. Resolution 24-3-2286R: Authorizing a Local Public Agency Agreement for Construction Work with the Illinois Department of Transportation for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Stage 1;

This agenda item and the next are both required authorizations needed by IDOT to proceed with the bid letting for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project in April. This resolution states that the Village has appropriated the funds for our local match for the road project. The appropriation for the purposes of this agreement is \$2,233,000. Those funds will be included in the FY 25 Budget, but will likely be expensed over the next two budget cycles. The resolution also authorizes the Mayor and Village Clerk to execute other agreements for the project with IDOT.

C. Approval: Authorizing a Local Public Agency Engineering Services Agreement with Christopher B. Burke Engineering for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Stage 1 - \$535,000



This agenda item is associated with the action item above. This agreement indicates to IDOT that Christopher B. Burke Engineering will provide construction engineering services for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project. The cost of that construction engineering is estimated to cost \$535,000 or about 10% of the total construction cost of the project. The Village selected Christopher B. Burke to conduct construction engineering after a qualification-based selection (QBS) process where solicitations were requested through public notice and scored by our staff. The full scope of engineering services is included within the agreement beginning on Page 7 of the document.

D. Approval: First Amendment to Economic Incentive Agreement with Aqua Pool and Spa - \$12,358.74

The Village Board authorized a LEAP grant to Aqua Pool and Spa Pros at their meeting of February 12th in the amount of \$9,364.74. This amount was based upon a 50% reimbursement of a flooring upgrade for the business costing a little more than \$18,720. Almost as soon as the agreement was executed, Aqua Pool indicated that they also planned to make signage upgrades at their location this year as well. Since the originally awarded amount does not meet or exceed the cap established by the program of \$30,000, staff thought it reasonable and appropriate to request an amendment to the original agreement. This agreement would increase the awarded LEAP grant amount to \$12,358.74 – an increase of \$2,994 (or 50% of \$5,988).

E. Approval: Heritage Park Public Infrastructure Inspection Services – Manhard Consulting - \$19,800

The Village requested a proposal for infrastructure inspections for the unfinished portions of the Heritage Park Townhome development. Compared to a development like Briargate the scope of inspections are relatively minor. Most of the public utilities are installed and previously accepted by the Village. The majority of Manhard’s work would pertain to inspections of storm sewer, connections to water/sewer services, and inspection of curbs, sidewalks, and roadways. Manhard based the proposed cost for their services - \$19,800 – upon a mutually agreed engineer’s estimate of probable cost for the public improvements. A pre-construction meeting with the builder has been conducted to coordinate project timing between the Village staff and developer. Construction work for the development is expected to begin in early April.

F. Approval: Village Facilities Cleaning Services – Bravo Services - \$28,756

After trying to work with our current cleaning service provider to try to resolve areas where the vendor was not performing satisfactorily, our staff determined that it was appropriate to solicit proposals for our cleaning services. The Village recently publicly advertised for proposals for our cleaning services and required a walk-through of our facilities for any company that’s interested in providing a bid. On March 20th, the Village received three bids



for our cleaning services. Of those bids, Multisystem Management Company provided the lowest bid. The company did not provide a bid bond and a reference check gave our staff concerns. For that reason, we are recommending the approval of the bid from Bravo Services. Our staff was pleased to hear that performance meets expectations, concerns are addressed quickly, and the company provides weekly reports on their work. Bravo Service's costs are higher than what we are currently paying, but it does not exceed what we anticipated in the FY 25 Budget. The estimated annual cost for cleaning services will go from \$22,880, or \$55 per cleaning to \$28,756 or \$67 per cleaning. If awarded, Bravo Services would begin with the Village on May 1st.



Suggested Motion

- A. Move to adopt Ordinance 24-3-2285 amending Section 111.20 of the Village Code regarding the number of liquor licenses for an additional Class A-V license for The Links on Grand and reducing the Class A and E licenses by one, respectively.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

ORDINANCE NO. 24-3-2285

**VILLAGE OF LINDENHURST
LAKE COUNTY, ILLINOIS**

**Published in Pamphlet Form by Authority of the
President and Board of Trustees
of the
Village of Lindenhurst, Lake County, Illinois**

Date of Publication: March 25, 2024

ORDINANCE NO. 24-3-2285

**AN ORDINANCE AMENDING SECTION
111.20 OF THE VILLAGE CODE OF
LINDENHURST, LAKE COUNTY, ILLINOIS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois, as follows:

SECTION I: That Section 111.20 of Chapter 111 of the Code of Ordinances of the Village is amended by repealing Section 111.20 thereof and substituting in lieu thereof a new Section 111.20 as follows:

111.20 NUMBER OF LICENSES.

The following number of licenses shall be permitted in each license class:

Class	Number of Licenses
<u>A</u>	<u>4 3</u>
<u>A-V</u>	<u>3 4</u>
AA	0
AA-V	2
B	8
BYOB	0
C	0
C-V	0
D	0
D-V	0
E	2
<u>E-V</u>	<u>2 1</u>
E-1	1
F	0
G	1

SECTION II: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be in full force after its passage, approval and publication in pamphlet form as provided by law.

Passed and Approved by the President and members of the Board of Trustees of the Village of Lindenhurst, Illinois, this 25th day of March, 2024.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

Patty Chybowski
Patrick Dickson
Patrick Dunham
Ronald Grace
Heath Rosten
Dawn Suchy



Suggested Motion

- B. Move to adopt Resolution 24-3-2286R authorizing a Local Public Agency Agreement with IDOT for construction work related to the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Lindenhurst		Lake	18-00032-01-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	10-22-0022

Construction

State Job Number	Project Number
C-91-131-23	B33M(363)

State-Let Construction
 Locally Let Construction
 Construction Engineering
 Utilities
 Railroad Work

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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lake Shore Drive	FAU 0160	0.49 mile	00.79	01.28

Location Termini
Sprucewood LN to Beck RD

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lindenhurst	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Sprucewood Lane	FAU 0160	0.15 mile	01.28	01.43

Location Termini
Rolling Ridge Lane to Lake Shore Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lindenhurst	N/A	Remove

PROJECT DESCRIPTION

Project will reconstruct the existing rural 2-lane cross section with a urban 2-lane cross section with B-6.12 curb and gutter, sidewalk (both sides), and closed drainage system. The project will be Stage Implemented in two stages.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay 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) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
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. The **LPA** 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 - **LPA's** Share _____ **BALANCE** _____ divided by estimated total cost multiplied by actual progress payment.
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 adjust 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 the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit 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.

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**, 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 Public 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, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the **STATE** for 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. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. 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.
12. Certifies to the best of its knowledge and belief that it's 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 anti-trust 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.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.
15. 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 (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for 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. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for 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 (31 U.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**, obligation 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 the act exempt its

application.

FISCAL RESPONSIBILITIES:

- Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must 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.
- Final Invoice:** 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 work 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) 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 (12) 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.
- Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

- Single Audit Requirements:** 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. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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 ALN 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** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
- Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, 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/SAM/>

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

Name of Official (Print or Type Name)

Dominic Marturano

Title of Official

Mayor

Signature

[Signature box]

Date

[Date box]

The above signature certifies the agency's TIN number is 362484535 conducting business as a Governmental Entity.

DUNS Number 056444052

UEI N7MET6YUL8D3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature box]

Date

[Date box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature box]

Date

[Date box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature box]

Date

[Date box]

Yangsu Kim, Chief Counsel

[Signature box]

Date

[Date box]

Vicki Wilson, Chief Fiscal Officer

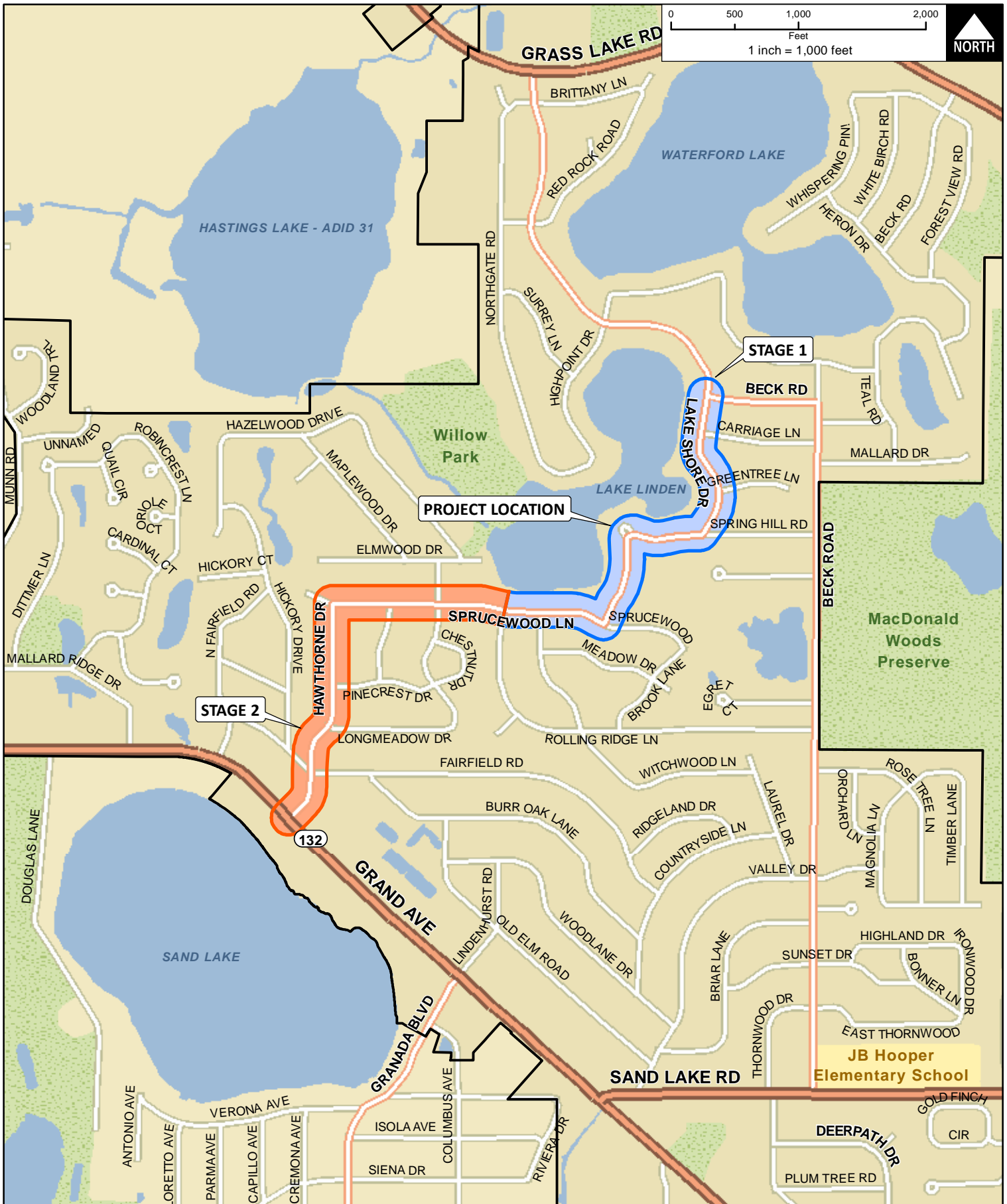
[Signature box]

Date

[Date box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



Path: N:\Lindenhurst\190306\GIS\Exhibits\DCEO Location Map.mxd

CLIENT:



VILLAGE OF
LINDENHURST

TITLE:

PROJECT LOCATION MAP

PROJ. NO. 190306

DATE: 02/23/2023

SHEET 1 OF 1

DRAWING NO.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:12,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	2/23/2023
FILE:	DCEO Location Map		

EXH 1

Resolution No. _____

A Resolution for:

Section Number 18-00032-01-PV

State Job Number C-91-131-23

Project Number B33M(363)

WHEREAS, the Village of Lindenhurst is proposing to reconstruct the existing rural 2-lane cross section with a urban 2-lane cross section with B-6.12 curb and gutter.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village and Board of Trustees

Section 1: The Village and Board of Trustees hereby appropriates \$2,233,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from Rolling Ridge Lane to Beck Road and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Lindenhurst is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Melissa Forsberg Clerk in and for Lindenhurst, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village of Lindenhurst, Illinois, and keeper of the records at its meeting on the _____ day of _____, 20 ____.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20 ____.

(seal)

ADDENDA 3 –
LPA APPROPRIATION RESOLUTION

**Please attach the completed/signed LPA
Appropriation Resolution**

***Please note:* The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**



Suggested Motion

- C. Move to authorize the execution of a Local Public Agency Agreement for engineering services with IDOT naming Christopher B. Burke as construction oversight engineer for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project in an amount not to exceed \$535,000.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Lindenhurst	Lake	18-00032-01-PV	C-91-131-23
Project Number	Contact Name	Phone Number	Email
B33M(363)	Clay Johnson	(847) 356-8252	cjohnson@lindenhurstil.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Lake Shore Drive	FAU 0160	0.29 mi	-
Location Termini			<input type="button" value="Add Location"/>
Lake Shore Drive to Beck Road			<input type="button" value="Remove Location"/>

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Sprucewood Lane	FAU 0160	0.32 mi	-
Location Termini			<input type="button" value="Add Location"/>
Rolling Ridge Lane to Lake Shore Drive			<input type="button" value="Remove Location"/>

Project Description

Project will reconstruct the existing rural 2-lane cross section with a urban 2-lane cross section with B-6.12 curb and gutter, sidewalk (both sides), and closed drainage system. The project will be Stage Implemented in two stages

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng., Ltd.	Kevin Wilson	(847) 823-0500	kwilson@cbbel.com
Address	City	State	Zip Code
9575 W Higgins Road, Suite 600	Rosemont	IL	60018

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

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

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

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

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

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

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

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

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

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

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng., Ltd.	36-3468939	\$505,699.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$29,301.00
Subconsultant Total		\$29,301.00
Prime Consultant Total		\$505,699.00
Total for all work		\$535,000.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV

**EXHIBIT A
SCOPE OF SERVICES**

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

TASK 1 – PRE-CONSTRUCTION SERVICES

1. Review Bidding/Contract Documents and Engineering Drawings.
2. Conduct Pre-Construction Meeting with Contractor, Village Staff, IDOT, and Utility Company Representatives. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the Contractor a list of proposed suppliers and subcontractors.
3. Attend and participate in Village Administered Project Informational Meeting with Impacted Property Owners and other Project Stakeholders (if required).
4. Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
5. Utility Coordination (North Shore Gas, ComEd, AT&T, Comcast, etc.).
6. Review the construction schedule submitted by the Contractor for compliance with the contract.
7. CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
8. Review the Inspector's Checklists provided through IDOT for contract line items including Erosion Control, Storm Sewer, Hot-Mix Asphalt, and concrete items.
9. Provide construction information so the Village will be able to update their website with construction updates.
10. CBBEL will prepare and submit to the Village and IDOT all engineering service agreements and local agency agreements.

TASK 2 – RFI'S / DESIGN TECHNICAL SUPPORT

1. The CBBEL design team will review, document, recommend specific action, and respond to all requests for clarifications.
2. Interpret the technical content of the drawings and specifications with respect to requests for deviation from them.
3. Coordinate with construction staff, the Contractor, IDOT, and the Village when deviations may arise.

TASK 3 – SHOP DRAWING REVIEW

1. Review all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings.
2. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance.
 - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
 - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

TASK 4 – CONSTRUCTION OBSERVATION AND CONSTRUCTION LAYOUT VERIFICATION

This task assumes a Construction duration of 150 Working Days.

1. Verify construction layout performed by Contractor.
2. Coordinate with the CBBEL design engineer and Contractor to verify initial geometric controls.
3. Since the Contractor is responsible for construction staking, perform periodic measurements to assure the Contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

1. Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etc.).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV

2. Full-Time Construction Inspection of all Contract Work to ensure improvements are constructed safely with minimal impact on the public and in accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.

3. Answering of questions and resolving issues and concerns from impacted property owners;
4. Ensure that Construction Completion Schedule is adhered to; review Contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. The Contractor is required to submit a revised schedule for approval prior to further payments being made.
5. Conduct Weekly Progress Meetings, if necessary.
6. Provide Weekly Progress Updates to Village Staff.
7. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
9. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

TRAFFIC CONTROL INSPECTION

Perform Traffic Control Inspection as outlined in Section 700:

Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.
 - In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
 - If traffic control is in place during project suspensions, two drive-throughs per week will be performed.
- If major deficiencies are observed, the Resident Engineer will notify the Contractor immediately and ensure that the Contractor takes the appropriate actions as outlined in the contract documents.

TASK 5 – CONSTRUCTION DOCUMENTATION

CBBEL follows all IDOT guidelines and procedures for Construction Engineering, including, but not limited to, IDOT Construction Manual and IDOT Project Procedures Guide.

1. Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records.
2. Contract Administration/Documentation.
3. Quantity Measurement.
4. Maintain and update CMMS.
5. Review/Process Contractor Progress Pay Requests (review schedule submittal) and provide Village Staff with a Recommendation for Payment through IDOT CMMS.
6. Develop and Process Change Orders as necessary including Final Balancing Change Order.
7. Respond to any Requests for Information from the Contractor.

TASK 6 – EROSION CONTROL INSPECTION

As required by the NPDES and USACE permit, CBBEL will designate an environmental specialist to inspect all erosion control measures installed during construction to ensure they are working properly.

They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the Village.

TASK 7 – MATERIAL QA TESTING

1. Performance of Quality Assurance Material Testing in conformance with IDOT requirements for QC/QA

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV

Material Testing performed by Rubino Engineering, Inc.

2. Rubino will provide a Material Coordinator to review QA and QC material test results for compliance with the project specifications.
3. The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide.

TASK 8 – POST-CONSTRUCTION/PROJECT CLOSE-OUT

1. Develop and ensure completion of “Punch List.”
2. Prepare final pay estimate and change order for the Village’s approval through IDOT CMMS.
3. Verify all necessary material inspection has been received and documented.
4. Submit the job box to the Village with all pertinent project information, including Record Drawings (see Task 9).

TASK 9 – RECORD DRAWINGS

1. Provide five (5) hard copies and one (1) electronic copy of the As-Built Topographical Survey and Engineering Drawings Detailing the “As-Built” conditions no later than six (6) weeks after completion of the project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV

**EXHIBIT B
PROJECT SCHEDULE**

IDOT Letting: April 26, 2024
Preconstruction Services: April - June 2024
Construction Observation/Documentation: June 2024 - July 2025
Project Closeout: August - December 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV

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

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Firm Experience	20%
Staff Capabilities	30%
Workload Capacity	10%
Past Performance	30%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	Christopher Burke Engineering
2	Thomas Engineering Group
3	IDOT APPROVAL 12/18/2023

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lindenhurst	Christopher B. Burke Eng., Ltd.	Lake	18-00032-01-PV
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>



Local Public Agency Lindenhurst	County Lake	Section Number 18-00032-01-PV
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By Kevin Wilson	Date 1/8/2024
Consultant / Subconsultant Name Christopher B. Burke Engineering, Ltd.	Job Number C-91-131-23	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	20	MONTHS			
START DATE	4/1/2024			OVERHEAD RATE	132.88%
RAISE DATE	1/1/2025			COMPLEXITY FACTOR	
				% OF RAISE	2.00%
END DATE	11/30/2025				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	1/1/2025	9	45.00%
1	1/2/2025	12/1/2025	11	56.10%

The total escalation = 1.10%

Local Public Agency	County	Section Number
Lindenhurst	Lake	18-00032-01-PV
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		C-91-131-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.10%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$82.63	\$83.54
Engineer V	\$72.59	\$73.39
Engineer IV	\$59.41	\$60.06
Engineer III	\$46.80	\$47.31
Engineer I/II	\$36.22	\$36.62
Survey V	\$85.04	\$85.98
Survey IV	\$76.25	\$77.09
Survey III	\$66.63	\$67.36
Survey II	\$54.50	\$55.10
Survey I	\$38.75	\$39.18
Engineering Technician V	\$68.90	\$69.66
Engineering Technician IV	\$64.03	\$64.73
Engineering Technician III	\$42.86	\$43.33
Engineering Technician I/II	\$30.00	\$30.33
CAD Manager	\$70.83	\$71.61
CAD Technician II	\$53.29	\$53.88
GIS Specialist III	\$58.00	\$58.64
Landscape Architect	\$65.00	\$65.72
Landscape Designer III	\$40.50	\$40.95
Environmental Resource Specialist V	\$76.01	\$76.85
Environmental Resource Specialist IV	\$60.78	\$61.45
Environmental Resource Specialist III	\$52.75	\$53.33
Environmental Resource Specialist I/II	\$30.92	\$31.26
Environmental Resource Technician	\$45.30	\$45.80
Engineering Intern	\$18.88	\$19.09
Business Operations Department	\$57.69	\$58.32

Local Public Agency

Lindenhurst

County

Lake

Section Number

18-00032-01-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

C-91-131-23

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	275	\$65.00	\$17,875.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	683	\$0.12	\$81.96
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS:

\$17,956.96

The Burke Group
9575 W. Higgins Rd.
Rosemont, IL 60018
May, 1 2023

Code	Description	Price	Per	
111	8.5x11 RIP'd Color laser copies, Fiery's	\$ 0.57	per side	UPDATE
117	11x17 RIP'd Color laser copies, Fiery's	\$ 0.65	per side	UPDATE
151	Premium color poster	\$ 3.25	sqft	UPDATE
155	Operator required-processing charge	\$ 25.00	quarter hr	
400	8.5x11 B/W impressions	\$ 0.08	page	UPDATE
403	8.5x11 Color paper stock	\$ 0.10	sheet	
404	8.5x11 Card Stock	\$ 0.12	sheet	
405	8.5x11 Sticky Back	\$ 1.00	sheet	
409	Clear 4 mil mylar cover	\$ 0.50	sheet	
413	8.5x11 Monochrome scan	\$ 0.075	side	
413-1	11x17 Monochrome scan	\$ 0.075	side	
414	8.5x14 B/W impression	\$ 0.12	sheet	
417	11x17 B/W Impression	\$ 0.12	page	
418	11x17 Card Stock	\$ 0.19	sheet	
419	11x17 Colored paper	\$ 0.16	sheet	
420	1/4 Plastic comb binding	\$ 1.40	each	
421	3/8 Plastic comb binding	\$ 1.60	each	
422	1/2 Plastic comb binding	\$ 2.40	each	
423	5/8 Plastic comb binding	\$ 2.50	each	
424	3/4 Plastic comb binding	\$ 2.75	each	
425	7/8 Plastic comb binding	\$ 2.90	each	
426	1" Plastic comb binding	\$ 3.05	each	
427	1-1/8" Plastic comb binding	\$ 3.55	each	
428	1-1/4" Plastic comb binding	\$ 3.85	each	
429	1-1/2 Plastic comb binding	\$ 4.00	each	
430	1-3/4 Plastic comb binding	\$ 4.50	each	
431	2" Plastic comb binding	\$ 4.70	each	
438	Stapling	\$ 0.05	set	
444-1	Plastic jackets	\$ 1.25	each	
444	Misc. Charges	\$ 1.25	each	
455	Imaging on tabs	\$ 0.15	impression	
456	Tab card stock	\$ 0.75	sheet	
470	Handwork	\$ 45.00	hour	
472	Fan folding 11x17 to 8.5x11	\$ 0.03	sheet	
473	Inserting	\$ 0.04	sheet	
474	Drilling-Standard 2 or 3 holes	\$ 2.50	500 sheets	
502	8.5x11 small format color scan	\$ 0.075	per side	
502-1	11x17 Small format color scan	\$ 0.075	per side	
580	Mounting on 3/16 foamcore	\$ 3.45	sqft	
73	overtime	\$ 50.00	hour	
777777	Paper per case or package 8.5x11, 8.5x14, 11x17	Subject to	change	
802	Scan Setup	\$ 2.50	sheet	UPDATE
822	Scan to file	\$ 2.00	sheet	
850	Large document velium prints	\$ 0.40	sqft	
872	Folding	\$ 0.05	sqft	
870	Handwork	\$ 45.00	hour	
885	Mylar reproduction	\$ 1.75	sqft	
900	Digital bond prints/plots	\$ 0.22	sqft	UPDATE
905	Color inkjet plots	\$ 3.25	sqft	UPDATE
905-0	EKG (Engineering Grade) plots	\$ 0.95	sqft	UPDATE
905-2	Large Color Scans	\$ 2.50	sheet	UPDATE
910	Mylar prints/plots	\$ 1.75	sqft	
924	Burn a CD	\$ 12.00	each	
925	File conversion processing	\$ 0.75	sheet	
950	Velium Plots	\$ 1.25	sqft	

Local Public Agency

Lindenhurst

County

Lake

Section Number

18-00032-01-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

C-91-131-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 - Preconstruction Services			Task 2 - RFI's / Design Technical Support			Task 3 - Shop Drawing Review			Task 4 - Construction Observation			Task 5 - Construction Documentation		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer VI	83.54	0.0																	
Engineer V	73.39	0.0																	
Engineer IV	60.06	1,715.0	47.63%	28.61	120	100.00%	60.06	75	100.00%	60.06	60	100.00%	60.06	1200	54.55%	32.76			
Engineer III	47.31	700.0	19.44%	9.20													700	100.00%	47.31
Engineer I/II	36.62	1,000.0	27.77%	10.17										1000	45.45%	16.64			
Survey V	85.98	6.0	0.17%	0.14															
Survey IV	77.09	0.0																	
Survey III	67.36	12.0	0.33%	0.22															
Survey II	55.10	52.0	1.44%	0.80															
Survey I	39.18	52.0	1.44%	0.57															
Engineering Technician V	69.66	0.0																	
Engineering Technician IV	64.73	0.0																	
Engineering Technician III	43.33	0.0																	
Engineering Technician I/II	30.33	0.0																	
CAD Manager	71.61	24.0	0.67%	0.48															
CAD Technician II	53.88	0.0																	
GIS Specialist III	58.64	0.0																	
Landscape Architect	65.72	0.0																	
Landscape Designer III	40.95	0.0																	
Environmental Resource S	76.85	0.0																	
Environmental Resource S	61.45	40.0	1.11%	0.68															
Environmental Resource S	53.33	0.0																	
Environmental Resource S	31.26	0.0																	
Environmental Resource T	45.80	0.0																	
Engineering Intern	19.09	0.0																	
Business Operations Depa	58.32	0.0																	
		0.0																	
TOTALS		3601.0	100%	\$50.86	120.0	100.00%	\$60.06	75.0	100%	\$60.06	60.0	100%	\$60.06	2200.0	100%	\$49.41	700.0	100%	\$47.31

Local Public Agency

Lindenhurst

County

Lake

Section Number

18-00032-01-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

C-91-131-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - Erosion Control Inspection			Task 7 - Materials QA Testing			Task 8 - Post-Construction			Task 9 - Record Drawings								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	83.54																		
Engineer V	73.39																		
Engineer IV	60.06	20	33.33%	20.02				240	100.00%	60.06									
Engineer III	47.31																		
Engineer I/II	36.62																		
Survey V	85.98										6	4.11%	3.53						
Survey IV	77.09																		
Survey III	67.36										12	8.22%	5.54						
Survey II	55.10										52	35.62%	19.62						
Survey I	39.18										52	35.62%	13.95						
Engineering Technician V	69.66																		
Engineering Technician IV	64.73																		
Engineering Technician III	43.33																		
Engineering Technician I/II	30.33																		
CAD Manager	71.61										24	16.44%	11.77						
CAD Technician II	53.88																		
GIS Specialist III	58.64																		
Landscape Architect	65.72																		
Landscape Designer III	40.95																		
Environmental Resource Spe	76.85																		
Environmental Resource Spe	61.45	40	66.67%	40.97															
Environmental Resource Spe	53.33																		
Environmental Resource Spe	31.26																		
Environmental Resource Tec	45.80																		
Engineering Intern	19.09																		
Business Operations Departn	58.32																		
TOTALS		60.0	100%	\$60.99	0.0	0%	\$0.00	240.0	100%	\$60.06	146.0	100%	\$54.42	0.0	0%	\$0.00	0.0	0%	\$0.00

January 5, 2024

To: Kevin Wilson, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Ste 600
Rosemont, IL 60018
P: 847-823-0500
C: 847-833-0274

Re: **QA Materials Testing Services**
Lindenhurst STP
Lake County, IL

Proposal No. Q23.602

Via email: kwilson@cbbel.com

Dear Mr. Wilson,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from Kevin Wilson, PE of CBBEL on December 22, 2023 and the following outlines our understanding of the requested scope of services:

Project Name and Description

**ROUTE FAU 0160 LAKE SHORE DRIVE
ROADWAY IMPROVEMENT PROJECT – STAGE 1
SECTION 18-00032-01-PV
PROJECT NO: B33M(363)
VILLAGE OF LINDENHURST
LAKE COUNTY
JOB NO. C-91-131-23**

General Scope of Services

BITUMINOUS PAVING AND CONCRETE

- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete and inspection of reinforcing steel
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Subgrade/ Subbase stone proof roll – pavement
- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method, footing inspections and proof-rolls
- Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557
- Sieve Analysis (Granular Material) or Hydrometer and Atterberg Limit Determination (Soil)
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$29,301**.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)



Local Public Agency Village of Lindenhurst	County Lake	Section Number 18-00032-01-PV
Prime Consultant (Firm) Name CBBEL	Prepared By Michelle Lipinski	Date 1/5/2023
Consultant / Subconsultant Name Rubino Engineering, Inc.	Job Number C-91-131-23	

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

Remarks
 QA Material Testing (Q23.602) per LR1030-2 with Nuclear Gauge Acceptance of HMA

PAYROLL ESCALATION TABLE

CONTRACT TERM	20	MONTHS	OVERHEAD RATE	176.27%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2025		% OF RAISE	2.00%
END DATE	11/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	3/1/2025	11	55.00%
1	3/2/2025	12/1/2025	9	45.90%

The total escalation = 0.90%

Local Public Agency

Village of Lindenhurst

County

Lake

Section Number

18-00032-01-PV

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-131-23

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	23	\$65.00	\$1,495.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$467.25	\$934.50
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	4	\$50.00	\$200.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	130	\$19.50	\$2,535.00
				\$0.00
TOTAL DIRECT COSTS:				\$5,164.50

BLR 05514 (Rev. 02/09/23)
DIRECT COSTS

Local Public Agency

Village of Lindenhurst

County

Lake

Section Number

18-00032-01-PV

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-131-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Tester 1 & 2														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	45.30	144.0	85.71%	38.83	144	85.71%	38.83												
Project Manager / Engineer	48.90	20.0	11.90%	5.82	20	11.90%	5.82												
Staff Engineer / Geologist /	35.94	0.0																	
Laboratory Staff	30.27	0.0																	
Principal	75.68	4.0	2.38%	1.80	4	2.38%	1.80												
Driller	61.80	0.0																	
Administrative	28.08	0.0																	
		0.0																	
		0.0																	
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		0.0																	
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TOTALS		168.0	100%	\$46.45	168.0	100.00%	\$46.45	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Suggested Motion

- D. Move to authorize the execution of an amendment to a LEAP economic incentive agreement with Aqua Pool Spa Pros Co. in an amount not to exceed \$12,358.74.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

**FIRST AMENDMENT TO
ECONOMIC INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT (“First Amendment”) is made and entered into this 25th day of March, 2024 between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois (“**Village**”) and **AQUA POOL AND SPA PROS CO.**, an Illinois corporation with offices located at 2060 E. Grand Avenue, Lindenhurst, Illinois (“**Recipient**”) (the Village and Recipient are collectively referred to as “**Parties**” and sometimes individually as a “**Party**”).

RECITALS

A. On or about February 12, 2024, the Village approved an Economic Incentive Agreement (“**Incentive Agreement**”) between the Parties concerning the property located at 2060 E. Grand Avenue in Lindenhurst, Illinois, which property is legally described in First Amendment Exhibit 1 (“**Property**”).

B. The Recipient proposed to increase the Award amount by \$2,994 to support installation of new signage on the Property.

C. The Village and the Recipient wish to amend the Incentive Agreement to incorporate this additional scope of work and the revised Award amount, all as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this First Amendment are incorporated by this reference.

2. Capitalized Terms; Conflict. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Incentive Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Incentive Agreement, the terms and conditions of this First Amendment shall control.

3. Award Amount Amended. Incentive Agreement Sections 1(H) and 2(A) are amended to replace all references to the \$9,364.74 Award amount with references to an Award amount equaling \$12,358.74

4. Exhibits Amended. Incentive Agreement Exhibit B and Exhibit C are each amended to include First Amendment Exhibit 2.

5. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Village and the Recipient.

6. One Agreement. The Incentive Agreement and the First Amendment shall be construed as one instrument. The terms and provisions of the Incentive Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Incentive Agreement are incorporated herein by reference as if fully stated herein.

7. Amendment. The terms and conditions of the First Amendment may not be modified, amended, altered, or otherwise affected except by instrument in writing executed by Parties.

8. Final Form. This First Amendment represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between Parties. There are no unwritten oral agreements between the Parties.

9. Severability. If any term or provision of this First Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this First Amendment shall be valid and shall be enforceable to the extent permitted by law.

10. Authority. Each Party represents and warrants to the other that it has the requisite authority to enter into this First Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this First Amendment.

11. Recording. This First Amendment will be recorded with the Office of the Lake County Recorder at Recipient's sole expense. All contracts and deeds of conveyance relating to the Property, or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this First Amendment.

12. Counterparts. This First Amendment may be executed in multiple counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively but one instrument; but in making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties as of the date first above written.

Aqua Pool and Spa Pros Co.,
an Illinois corporation

Name:
Title:

Village of Lindenhurst,
an Illinois municipal corporation

Attest

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY THAT** _____, the _____ of Acqua Pool and Spa Pros Co., an Illinois corporation, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Dominic Marturano and Melissa Forsberg, the Mayor and Village Clerk, respectively, of the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

First Amendment Exhibit 1

Property's Legal Description

P.I.N.: 06-02-213-004

Commonly known as: 2060 E. Grand Avenue, Lindenhurst, IL 60046

First Amendment Exhibit 2

[attached]



"QUALITY SIGNAGE SINCE 1930"

NORTH SHORE SIGN

1925 INDUSTRIAL DRIVE, LIBERTYVILLE, IL 60048

(847) 816-7020 • FAX (847) 816-7145



CONTRACT

North Shore Sign Company Incorporated, hereinafter referred to as Company, agrees to furnish and customer below hereinafter referred to as Purchaser agrees to purchase the following described sign products and or services as defined below subject to the price, terms and conditions set forth herein.

PURCHASER: Aqua Pool & Spa Pros	DATE: 3/5/2024	PHONE: 847-265-5280
ADDRESS: 2060 E. Grand Ave	JOB NAME: Aqua Pool & Spa Pros	
CITY, STATE, ZIP: Lincolnshire, IL 60046	JOB ADDRESS: 2060 E. Grand Ave	
ATTN: Mike Dare	CITY, STATE, ZIP: Lincolnshire, IL 60046	

We Hereby Propose;

North Shore will REMOVE the existing letter faces and bring to shop for patterns.

North Shore will fabricate new #2648 BLUE Acrylic faces w/ 1" BLUE trim-cap edging.

North Shore will fabricate new composite aluminum inlay letter panels w/ Samsung brand 9000K exterior WHITE LED's 3-LED per module @ 2.15 modules per foot.

North Shore will return, strip out neon, retrofit sign w/ new LED's and install new BLUE letter faces.

COST: \$5,988.00

Above Cost and Contract Price below do not include any sales tax or permits, cost of which, including permit acquisition, will be invoiced in addition to Contract Price.

CONTRACT PRICE: \$5,988.00

Five Thousand Nine Hundred and Eighty-Eight Dollars plus tax and permits.

TERMS: \$3,000.00 Down-Payment, Balance due Upon Installation

THIS CONTRACT, SUBJECT TO THE CONDITIONS NOTED AND THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS CONTRACT, IS HEREBY ACCEPTED BY BOTH PARTIES ONCE SIGNED BY THE PURCHASER OR THEIR REPRESENTATIVE AND BY THE CORPORATE OFFICER OF THE COMPANY. THE UNSIGNED PURCHASER HEREBY AFFIRMS THEY HAVE READ AND UNDERSTAND THIS CONTRACT AND ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF ANY INDIVIDUAL, COMPANY, CORPORATION, OR ORGANIZATION THEY ARE REPRESENTING. THIS CONTRACT MAY BE WITHDRAWN BY COMPANY IF NOT ACCEPTED WITHIN 20 DAYS.

PURCHASER

Matt Laska

SALES REPRESENTATIVE

TITLE

2/5/2024

DATE

DATE

NOTE: THIS CONTRACT MAY BE WITHDRAWN IF NOT ACCEPTED IN 20 DAYS

COMPANY OFFICER



Suggested Motion

- E. Move to authorize the execution of a proposal from Manhard Consulting for inspection services for the Heritage Park Townhome development in an amount not to exceed \$19,800.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace



Civil Engineering

Surveying

Water Resources Management

Construction Management

Landscape Architecture

Land Planning

March 14, 2024

Mr. Clay T. Johnson
Village Administrator
Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, Illinois 60046

**RE: PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES
HERITAGE PARK
LINDENHURST, ILLINOIS**

Dear Clay,

We appreciate the opportunity to submit a proposal to provide engineering inspection services in connection with the public infrastructure improvements being constructed for the Heritage Park Subdivision. Manhard Consulting (Manhard) offers to complete the following professional services for the work outlined on a time and material basis with a recommended budget of \$19,800.00 based on the EOPC prepared by Haeger Engineering, dated 11/29/2023 and provided by the applicant.

The following services will be provided:

Public Infrastructure Improvements Inspection Services

- Review and prepare approvals for shop drawings, material cut sheets and project submittals as submitted by the contractor and as required by the contract documents.
- Perform initial site inspection of installed construction fencing and meet contractor onsite for a pre-construction meeting.
- Perform inspections for the construction of sanitary sewer, water main, storm sewer, and roadway evaluation and remediation plan based on the EOPC as provided. The assumed hours are two-four hours a day when storm sewer is being constructed, four to six hours when watermain is constructed, and six to eight hours when sanitary is constructed.
- Prepare an observation report for each inspection including photo documentation of the general work observed. Provide a copy of the report to the Village.

This proposal does not include the generation of a punch list or the review of submitted record drawings for the completed public improvements by the developer leading up to the final acceptance by the Village. These services can be provided under separate agreement upon request.

General terms and conditions are in accordance with the "Agreement for Village Planning, Zoning, and Landscape Architecture Services and Village Engineering Services between the Village of Lindenhurst and Manhard Consulting, Ltd." dated May 10, 2021. We will begin work as soon as we receive an executed copy of this Proposal. This proposal will be null and void if not accepted by December 1, 2024.

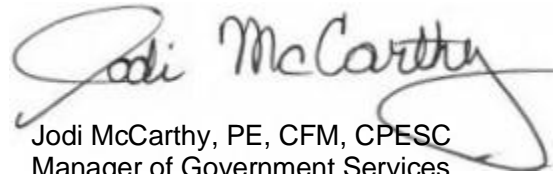
If you would like to add any additional services, please notify us and we will revise this Proposal accordingly.

Thank you again for the opportunity to submit this proposal. Should you have any questions, please do not hesitate to contact us.

Very truly yours,
MANHARD CONSULTING, LTD.



Mike DeNinno
Senior Municipal Project Manager



Jodi McCarthy, PE, CFM, CPESC
Manager of Government Services

ACCEPTED: **VILLAGE OF LINDENHURST**

(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____



Suggested Motion

- F. Move to authorize the execution of professional services agreement with Bravo Services for Village facility cleaning services in an amount not to exceed \$28,756.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace



DATE: March 22, 2024

TO: Clay T. Johnson, Village Administrator

FROM: Karleen Gernady, Assistant to the Village Administrator

RE: **Village Facilities Cleaning Services RFP Award**

For years, the Village has used the same company to provide cleaning services for all Village facilities. Although the Village has had a long-standing relationship with this company, there have been multiple years where the services mentioned in our agreement have not been performed. After numerous discussions with the company to try and work together to improve the cleaning services, there were few improvements in addressing all the contractual items specified in the cleaning schedule.

In addition to the services specified in the contract not being completed, Village staff believed it was time to test the market to see if additional companies could provide the services for a reasonable cost. Staff issued a Request for Proposals (RFP) on March 4 for interested companies to submit bids to provide cleaning services for Village facilities. The RFP process also included a mandatory walk-through of all Village facilities for all interested parties. The RFP process ended on March 20, with three companies, Multisystem Management Company, Bravo Services, and Eco Clean Maintenance Inc., submitting proposals. A summary of the three companies is provided below.

Company	Meets Bid Requirements	Experience	Cost
Multisystem Management Company	No, did not provide a bid bond	<ul style="list-style-type: none"> • Has been a cleaning company since 2011. • Uses environmentally friendly products. • Is familiar with cleaning government facilities including the City of Lake Forest, Village of Mount Prospect, and the Village of Willowbrook. 	\$17,220
Bravo Services	Yes	<ul style="list-style-type: none"> • Has been a cleaning company since 2016 and services various commercial and industrial businesses. • Employees are trained in non-toxic cleaning and safety procedures. • Will provide weekly reports. 	\$28,756



		<ul style="list-style-type: none"> • Is familiar with cleaning government facilities, including the Batavia Park District, Village of Oak Lawn, and the Northbrook Park District. 	
Eco Clean Maintenance Inc.	Yes	<ul style="list-style-type: none"> • Has been a cleaning company since 2008. • Provides staff training and will do refresher training every six months. • Is familiar with cleaning government facilities, including the Will County Offices, Village of Lincolnshire, LaGrange School District #102. 	\$31,489

Staff also contacted the references for each company. Reviews for Multisystem Management were mixed, with some stating that the services provided were satisfactory and others noting that various issues took a long time to address. References for Bravo Services and Eco Clean Maintenance were satisfied with both companies' services.

Village staff recommends that the Village select Bravo Services to provide cleaning services for all Village facilities. All references are satisfied with Bravo's services and customer service abilities. References also stated that Bravo's staff addresses any concerns right away. Bravo Services will also provide weekly reports to the Village on the status of cleanings. Bravo Services employees are trained on environmentally friendly cleaning and safety procedures to clean the Village facilities effectively. The cost proposal of \$28,756 falls under the projected cleaning services budget for fiscal year 2025.