



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall – Board Room**  
**Monday, December 9, 2019**  
**7:00 p.m.**

*Reasonable accommodations/auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.*

**CALL TO ORDER**

**1.0 ROLL CALL**

**2.0 PLEDGE OF ALLEGIANCE**

**3.0 REPORTS OF OFFICERS**

- 3.1 Mayor's Report
- 3.2 Village Clerk's Report
- 3.3 Village Treasurer's Report
- 3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

- 4.1 Bills Presented for Payment on December 9, 2019 in the amount of \$136,216.66

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)**

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA**

*Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".*

- 7.1 Approval of November 25, 2019 Regular Village Board Meeting Minutes
- 7.2 Approval of November 25, 2019 Committee of the Whole Meeting Minutes
- 7.3 Approval of an Ordinance Granting a Special Use and Variances for a Public School – Daniel Wright Junior High School (Lincolnshire-Prairie View School District 103)
- 7.4 Approval of an Internal Village Fee Waiver not to Exceed \$4,264.33 (Lincolnshire-Prairie View School District 103)
- 7.5 Approval of an Ordinance Amending the Lincolnshire Village Code, Title 6 (Zoning), Chapters 2 (Zoning Definitions), 3 (General Zoning Regulations),

and 8 (Office/Industrial Districts), Defining and Prohibiting Adult-Use Cannabis Business Establishments (Village of Lincolnshire)

- 7.6 Approval of an Ordinance Amending Title 11 (Misdemeanors), Chapter 10 (Offenses Affecting Public Health and Safety) of the Lincolnshire Village Code Pertaining to Recreational Cannabis (Village of Lincolnshire)
- 7.7 Approval of an Ordinance Amending Title 11 (Misdemeanors), Chapter 12 (Minors) of the Lincolnshire Village Code (Village of Lincolnshire)
- 7.8 Approval of an Ordinance Amending Title 3 (Business License Regulations), Chapter 4 (Amusements), Article G (Raffles) of the Lincolnshire Village Code (Village of Lincolnshire)
- 7.9 Approval of an Ordinance Amending Title 4 (Health and Sanitation), Chapter 4 (Smoking Regulations), of the Lincolnshire Village Code Pertaining to Smoking on School Grounds (Village of Lincolnshire)
- 7.10 Approval of an Ordinance Amending Title 1 (Administration), Chapter 17 (Comprehensive Fine/Penalty Schedule), Section 12 (Misdemeanors) of the Lincolnshire Village Code (Village of Lincolnshire)

## **8.0 ITEMS OF GENERAL BUSINESS**

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.3 Public Works

8.31 Consideration of Approval of a Professional Service Contract with Baxter & Woodman Consulting Engineers for 2020 Roadway and Parking Lot Rehabilitation, Design, Permits, and Bidding Services at a Cost not to Exceed \$77,166.27 (Village of Lincolnshire)

8.32 Approval of a Professional Service Contract with Christopher B. Burke Engineering, Ltd. for Roadway Improvement Analysis, Design, Permits, and Bidding Services at a Cost not to Exceed \$47,650.00 (Village of Lincolnshire)

8.33 Approval of a Professional Service Contract with Kluber Architects & Engineers for Flooring, Tuckpointing, and Security Improvements Design, Bidding, and Construction Administration Services at a Cost not to Exceed \$23,750.00 (Village of Lincolnshire)

8.34 Approval of a Professional Service Contract with Hitchcock Design Group of Naperville, Illinois for Preliminary Design for Proposed Signage Improvements at a Cost not Exceed \$40,000.00 (Village of Lincolnshire)

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

## **9.0 REPORTS OF SPECIAL COMMITTEES**

### **10.0 UNFINISHED BUSINESS**

### **11.0 NEW BUSINESS**

### **12.0 ADJOURNMENT**

**VILLAGE OF LINCOLNSHIRE**

BILLS PRESENTED FOR PAYMENT  
12/09/2019

General Fund	\$	102,295.12
Water & Sewer Fund	\$	12,225.18
Motor Fuel Tax		
Water & Sewer Improvement Fund		
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	6,496.36
Park Development Fund		
Sedgebrook SSA	\$	6,000.00
General Capital Fund	\$	9,200.00
<b>GRAND TOTAL</b>	<b>\$</b>	<b>136,216.66</b>

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Brad Burke, Village Manager

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE  
INVOICE DUE DATES 11/26/2019 - 12/09/2019  
JOURNALIZED  
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: AMERICAN UNDERGROUND INC.</b>		
9041	Sanitary Cleaning & Removal - Angelican	3,400.00
TOTAL VENDOR AMERICAN UNDERGROUND INC.		3,400.00
<b>VENDOR NAME: APPLE JANIS</b>		
2018	Senior Citizen Property Tx Relief Refund	76.68
TOTAL VENDOR APPLE JANIS		76.68
<b>VENDOR NAME: APRIL NEUMANN</b>		
12092019	UB refund for account: 0202290068-01ov	63.40
TOTAL VENDOR APRIL NEUMANN		63.40
<b>VENDOR NAME: B &amp; F CONSTRUCTION CODE SERVICES</b>		
52679	Plan Review_160 Old Mill Road_SF Dwelli	1,789.02
TOTAL VENDOR B & F CONSTRUCTION CODE SE		1,789.02
<b>VENDOR NAME: CDW COMPUTER CENTERS</b>		
VWJ6282	Adobe Pro - Gabbard/Maciareillo	804.36
TOTAL VENDOR CDW COMPUTER CENTERS		804.36
<b>VENDOR NAME: CHAD LUECK</b>		
12092019a	UB refund for account 0304820310-02 ov	742.50
TOTAL VENDOR CHAD LUECK		742.50
<b>VENDOR NAME: CINTAS CORPORATION #47P</b>		
4035598297	Weekly Uniform Rental - Public Works	104.08
TOTAL VENDOR CINTAS CORPORATION #47P		104.08
<b>VENDOR NAME: COMCAST CABLE</b>		
Dec 2019_#11389	Nov_Dec 2019_PW Internet_Acct#87111	24.00
TOTAL VENDOR COMCAST CABLE		24.00
<b>VENDOR NAME: CONRAD POLYGRAPH, INC</b>		
3715	Polygraph for police candidates Saad, Chl	347.50
TOTAL VENDOR CONRAD POLYGRAPH, INC		347.50
<b>VENDOR NAME: ECO CLEAN MAINTENANCE, INC.</b>		
8327	Janitorial Services 11-1-19 to 11-30-19	2,985.00
TOTAL VENDOR ECO CLEAN MAINTENANCE, INC.		2,985.00
<b>VENDOR NAME: ERIN RICE DESIGN</b>		
12_03_2019	Phase 2 Lincolnshire Logo-Brand_Identity	4,950.00
TOTAL VENDOR ERIN RICE DESIGN		4,950.00
<b>VENDOR NAME: GILBERTSON BEN</b>		
2019IPELRA	2019 IPELRA_Mileage, Toll and Meal Reim	181.07
TOTAL VENDOR GILBERTSON BEN		181.07
<b>VENDOR NAME: GRAINGER, INC.</b>		
9361794606	Yellow Rubber Overshoe Boots (6 Pairs)	199.08
TOTAL VENDOR GRAINGER, INC.		199.08
<b>VENDOR NAME: GREEN ACRES LANDSCAPING</b>		
2019-5203	Tree Removals/Stump Grinding	750.00
2019-5562	October Landscape Maintenance	17,754.00
2019-5563	Landscape Maintenance - Creekside Park	650.00

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BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: GREEN ACRES LANDSCAPING</b>		
2019-5565	Cul-De-Sac Maintenance - Brampton Wes	2,469.00
2019-5567	Landscape Trash Removal	980.00
2019-5564	Outside Services - 61 & 63 Lincolnshire D	480.00
2019-5566	Cul-De-Sac Maintenace - Whitby Court	835.00
TOTAL VENDOR GREEN ACRES LANDSCAPING		23,918.00
<b>VENDOR NAME: IAFCI</b>		
4241120	2020 Annual Membership - Anderson	80.00
TOTAL VENDOR IAFCI		80.00
<b>VENDOR NAME: ILACP</b>		
4851	2020 Annual Membership -Leonas	220.00
5286	Training New Marijuana Law - Leonas	57.00
TOTAL VENDOR ILACP		277.00
<b>VENDOR NAME: ILLINOIS LEAP</b>		
Lincolnshire 2020	2020 Annual Membership - Maciareillo	40.00
TOTAL VENDOR ILLINOIS LEAP		40.00
<b>VENDOR NAME: IMRF</b>		
02609	11 2019 Member & Employer Contributio	48,095.06
TOTAL VENDOR IMRF		48,095.06
<b>VENDOR NAME: INTOXIMETERS</b>		
643714	Repair - Breathalyzer Machine	98.50
TOTAL VENDOR INTOXIMETERS		98.50
<b>VENDOR NAME: INVOICE CLOUD</b>		
1185-2019_11	12 2019 Paperless Utility Bills	55.75
TOTAL VENDOR INVOICE CLOUD		55.75
<b>VENDOR NAME: IRC RETAIL CENTERS</b>		
12_2019	CAM Estimated Escrow Lease T0000888_	2,942.01
TOTAL VENDOR IRC RETAIL CENTERS		2,942.01
<b>VENDOR NAME: KNOWBE4 INC</b>		
76101	KnowBe4 Security Awareness Training-"Di	510.30
TOTAL VENDOR KNOWBE4 INC		510.30
<b>VENDOR NAME: LAKE COUNTY CHIEFS O</b>		
400	2020 Annual Membership - Leonas	230.00
TOTAL VENDOR LAKE COUNTY CHIEFS O		230.00
<b>VENDOR NAME: LAWSON PRODUCTS INC</b>		
9307151252	Misc. Shop Parts	475.72
TOTAL VENDOR LAWSON PRODUCTS INC		475.72
<b>VENDOR NAME: LEADSONLINE</b>		
253144	2020 Investigative System Service Packa	1,758.00
TOTAL VENDOR LEADSONLINE		1,758.00
<b>VENDOR NAME: LEXISNEXIS RISK SOLUTIONS</b>		
1217074-2019113	Nov. 2019 Internet, Computer and Phone	95.00
TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS		95.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE  
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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: LIBERTYVILLE CHEVROLET</b>		
918233	Squad 1621 Oil	92.34
219095	Truck 230 Transmission Replacement	3,994.10
TOTAL VENDOR LIBERTYVILLE CHEVROLET		4,086.44
<b>VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD</b>		
10685	Plan Review_2 Marriott Drive_IRythm_P1	319.00
10684	Plan Review_3 Overlook Pt_Zebra Technol	319.00
TOTAL VENDOR LINCOLNSHIRE RIVERWOODS F		638.00
<b>VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH</b>		
12092019	12/09/19 Petty Cash Reimbursements	66.82
TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY		66.82
<b>VENDOR NAME: LUND INDUSTRIES</b>		
95874	Replace Emergency Lighting Sq# 1131	384.95
TOTAL VENDOR LUND INDUSTRIES		384.95
<b>VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC.</b>		
1370108	12 2019 Life Insurance Premiums	1,348.37
TOTAL VENDOR MADISON NATIONAL LIFE INS C		1,348.37
<b>VENDOR NAME: MICHAEL LASKOV</b>		
2018	Senior Citizen Property Tx Relief Refund	179.50
TOTAL VENDOR MICHAEL LASKOV		179.50
<b>VENDOR NAME: MICHAEL MERANDA JR.</b>		
192211	11/19/19 ARB Mtg.	120.00
192911	11/26/19 RVB/COW Mtg	120.00
TOTAL VENDOR MICHAEL MERANDA JR.		240.00
<b>VENDOR NAME: MQ PAINTING</b>		
11202019	Painting - Exterior Village, Village Hall Em	9,200.00
TOTAL VENDOR MQ PAINTING		9,200.00
<b>VENDOR NAME: MUNICAP INC.</b>		
112019-368	2019 Annual Admin Fees	6,000.00
TOTAL VENDOR MUNICAP INC.		6,000.00
<b>VENDOR NAME: NEOPOST USA INC</b>		
15910980	Supplies for Postage Machine	38.00
TOTAL VENDOR NEOPOST USA INC		38.00
<b>VENDOR NAME: O'HERRON CO INC</b>		
1966183-IN	Uniform Shirts - Cutro	82.20
1964457-IN	Uniform Jacket - Anderson	160.36
1966676-IN	Uniform Belt - Temple	55.99
1966931-IN	Uniform hats - CSO	27.16
TOTAL VENDOR O'HERRON CO INC		325.71
<b>VENDOR NAME: PASQUESI HOME &amp; GARD</b>		
027379/1	Village Hall Entrance Decorations	289.77
TOTAL VENDOR PASQUESI HOME & GARD		289.77
<b>VENDOR NAME: PAYLOCITY</b>		
105824320	12/06/19 Pay Services	207.29

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: PAYLOCITY</b>		
	TOTAL VENDOR PAYLOCITY	207.29
<b>VENDOR NAME: PETERSON MICHAEL R.</b>		
2019 1209	Peterson to IMTA Institute Registration, Tr	1,225.00
	TOTAL VENDOR PETERSON MICHAEL R.	1,225.00
<b>VENDOR NAME: POLICE EXEC RESEARCH</b>		
2692	2020 Annual PERF Membership - Leonas	200.00
201348647	Senior Management Training - Covelli	9,700.00
	TOTAL VENDOR POLICE EXEC RESEARCH	9,900.00
<b>VENDOR NAME: PRF GRAPHICS</b>		
328362	1099-MISC forms and envelopes	76.25
	TOTAL VENDOR PRF GRAPHICS	76.25
<b>VENDOR NAME: RESOURCE MANAGEMENT ASSOCIATES</b>		
19128	2019 Recruitment - Police Officer Written	1,400.40
	TOTAL VENDOR RESOURCE MANAGEMENT ASSO	1,400.40
<b>VENDOR NAME: STO-COTE PRODUCTS INC.</b>		
106634	Ice Rink Liner for North Park	1,785.24
	TOTAL VENDOR STO-COTE PRODUCTS INC.	1,785.24
<b>VENDOR NAME: THE STEVENS GROUP</b>		
0078632	2019 Winter Newsletter	3,120.00
0078636	S. Holst business cards	71.18
	TOTAL VENDOR THE STEVENS GROUP	3,191.18
<b>VENDOR NAME: UNIVERSITY OF ILLINO</b>		
94729	Pesticide Testing for Josh Biddinger 2-26-	50.00
94727	Pesticide Testing for Dave Clauser - 2-26-	65.00
	TOTAL VENDOR UNIVERSITY OF ILLINO	115.00
<b>VENDOR NAME: UPS STORE</b>		
24040_23941	2019 Holiday Tree Lighting_Kiosk_Barrica	231.78
	TOTAL VENDOR UPS STORE	231.78
<b>VENDOR NAME: VERIZON WIRELESS</b>		
9842035102	10/13 - 11/12/19 SCADA Data Plan Util	237.20
	TOTAL VENDOR VERIZON WIRELESS	237.20
<b>VENDOR NAME: WASTE MANAGEMENT</b>		
6739788-2008-6	WM YW Stk #32786-32935, ID 1-40385-	487.50
	TOTAL VENDOR WASTE MANAGEMENT	487.50
<b>VENDOR NAME: WE FIX-IT TIRE REPAIR</b>		
1901	Toro Tire Replacement	108.00
	TOTAL VENDOR WE FIX-IT TIRE REPAIR	108.00
<b>VENDOR NAME: XEROX CORPORATION</b>		
098800367	Nemo Base Charge (10/21/19 - 11/21/19)	57.00
098800368	Police Base Charge (10/21/19 - 11/21/19)	85.00
098800369	Meme Base & Usage Charge (10/21/19 -	70.23
	TOTAL VENDOR XEROX CORPORATION	212.23
<b>GRAND TOTAL:</b>		<b>136,216.66</b>



One Olde Half Day Road  
Lincolnshire, IL 60069  
www.lincolnshireil.gov



7.1

## MINUTES

### REGULAR VILLAGE BOARD MEETING

### Monday, November 25, 2019

Present:

Mayor Brandt

Trustee Grujanac

~~Trustee Leider~~

Trustee Raizin

Village Attorney Simon

Chief of Police Leonas

Village Treasurer/Finance Director Peterson

Planning & Development Manager Zozulya

Trustee Harms Muth

Trustee Hancock

Trustee Pantelis

Village Clerk Mastandrea

Village Manager Burke

~~Public Works Director Woodbury~~

Assistant Village Manager/Community &

Economic Development Director Gilbertson

#### 1.0 ROLL CALL

Mayor Brandt called the meeting to order at 7:00 p.m., and Village Clerk Mastandrea called the Roll.

#### 2.0 PLEDGE OF ALLEGIANCE

#### 3.0 REPORTS OF OFFICERS

##### 3.1 Mayor's Report

##### **3.11 Holiday Tree Lighting**

Mayor Brandt noted the Holiday Tree Lighting is taking place at the Village Green on Friday, December 6 at 5:30 p.m. Toys for Tots will be taking donations at the event.

##### 3.2 Village Clerk's Report – None

##### 3.3 Village Treasurer's Report

##### **3.31 Revenues and Expenditures for the Month of October, 2019**

Village Treasurer/Finance Director Peterson noted the Revenue and Expenditure Summary is included in the Board packet; and all revenues and expenditures have been properly recorded for the month of October 2019.

##### 3.4 Village Manager's Report

##### **3.41 Leaf Collection**

Village Manager Burke stated final leaf pick-up for the area west of Riverwoods Road is underway for this week before they move to the east side of town. Staff is recommending all residents keep their leaves at the curb. The yard waste sticker collection will have their last pick-up December 11.

#### **4.0 PAYMENT OF BILLS**

##### **4.1 Bills Presented for Payment on November 25, 2019 in the amount of \$502,456.30**

Village Treasurer/Finance Director Peterson provided a summary of the November 25, 2019 bills prelist presented for payment with the total being \$502,456.30. The total amount is based on \$125,800 for General Fund; \$123,200 for Water & Sewer Fund; \$221,300 for Water & Sewer Improvement Fund; \$5,700 for Vehicle Maintenance Fund; and \$26,500 for General Capital Fund.

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to approve the bills prelist dated November 25, 2019 as presented. The roll call vote was as follows:

AYES: Trustees Grujanac, Pantelis, Raizin, Hancock, and Harms Muth.

NAYS: None.

ABSENT: Trustee Leider.

ABSTAIN: None.

Mayor Brandt declared the motion carried.

#### **5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only) - None**

#### **6.0 PETITIONS AND COMMUNICATIONS - None**

#### **7.0 CONSENT AGENDA**

**7.1 Approval of November 11, 2019 Regular Village Board Meeting Minutes**

**7.2 Approval of November 11, 2019 Committee of the Whole Meeting Minutes**

**7.3 Approval of an Ordinance Rezoning the Property Commonly Known as 2 Hotz Road from R1 Single-Family Resident to E Small Scale Office (Lincolnshire Animal Hospital – 420 Half Day Road)**

**7.4 Approval of an Ordinance Granting an Amendment to a Special Use Granting Variations for an Animal Clinic (Lincolnshire Animal Hospital – 420 Half Day Road)**

~~**7.5 Approval of an Ordinance Amending Single Family Residential Bulk Regulations in Title 6, Chapters 5A (R1, R2 and R3 Single Family Residence Districts) and 5B (R2A Single Family Residence District) of the Lincolnshire Village Code (Village of Lincolnshire)**~~

**7.6 Approval of the Fiscal Year 2020 Budget (Village of Lincolnshire)**

**7.7 Approval of Professional Service Agreements as Detailed in the Budget for Fiscal Year 2020 (Village of Lincolnshire)**

Village Attorney Simon noted the Budget and Professional Service Agreements list have been made available for review and inspection since early October.

- 7.8 Approval of an Ordinance Levying Taxes for Corporate Purposes of the Village of Lincolnshire, Lake County, Illinois for Fiscal Year Beginning the First Day of January, 2019 and ending December 31, 2019 (Village of Lincolnshire)**
- 7.9 Approval of an Ordinance Abating and Reducing Certain Taxes Heretofore Levied to Pay Debt Service on Special Service Area (SSA) Bonds of the Village of Lincolnshire, Lake County, Illinois (Sedgebrook Special Service Area Number 1 Special Tax Bonds)**
- 7.10 Approval of an Ordinance Amending Chapter 15 of Title 1- Comprehensive Fee Schedule of the Lincolnshire Village Code Related to the Establishment of Fees and Charges for Service (Water and Sewer Connection Charges and Rate) (Village of Lincolnshire)**
- 7.11 Approval of Changes to Police Pension Funding Policy (Village of Lincolnshire)**
- 7.12 Approval of the 2020 Calendar and Meeting Schedule (Village of Lincolnshire)**
- 7.13 Approval of a Joint Purchasing Agreement with Morton Salt, Inc. in the Not-to-Exceed-Amount of \$33,325.00, and Compass Minerals America, Inc. in the Not-to-Exceed Amount of \$28,611.00, for the Purchase of Rock Salt for the 2019-2020 Winter Season (Village of Lincolnshire)**
- 7.14 Approval of a One-Year Supplemental Statement of Work with Geographic Information Systems (GIS) Consortium Service Provider, Municipal GIS Partners (MGP) for Geographic Information Services (Village of Lincolnshire)**

Trustee Harms Muth requested Item 7.5 be pulled from the consent agenda to be discussed under Items of General Business

Trustee Grujanac moved and Trustee Hancock seconded the motion to approve the Consent Agenda with Item 7.5 pulled. The roll call vote was as follows:

AYES: Trustees Grujanac, Pantelis, Raizin, Hancock, and Harms Muth.

NAYS: None.

ABSENT: Trustee Leider.

ABSTAIN: None.

Mayor Brandt declared the motion carried.

## **8.0 ITEMS OF GENERAL BUSINESS**

### **8.1 Planning, Zoning & Land Use**

#### **7.5 Approval of an Ordinance Amending Single-Family Residential Bulk Regulations in Title 6, Chapters 5A (R1, R2 and R3 Single-Family Residence Districts) and 5B (R2A Single-Family Residence District) of the Lincolnshire Village Code (Village of Lincolnshire)**

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson noted this agenda item was presented at the last Committee of the Whole meeting and stated he would be happy to answer any questions the Board may have.

Trustee Harms Muth noted she was unsure what the Board is trying to solve with the proposed Ordinance and expressed her opinion she did not think the proposed text amendments solve the alleged issues, nor have the issues been clearly articulated. Trustee Harms Muth stated Assistant Village Manager/CED Director Gilbertson recently sent an email listing homes on the brink of non-conformance, and her home was on the list. Trustee Harms Muth noted she understands the Board does not want massive houses on small parcels of land, but does not believe this is a current problem and stated these regulations would impact any future projects/additions for current property homeowners.

Trustee Raizin stated she was concerned about passing a stricter ordinance that would place current houses in non-compliance. Trustee Raizin stated she is interested in hearing what the Zoning Board has to say regarding the proposed changes.

Trustee Hancock stated he is interested in hearing from the Zoning Board and noted he did not think a Village that permits scenarios for 10,000 and 20,000 square-foot homes to be built beside existing homeowners with smaller homes is the correct approach. Trustee Hancock stated his opinion is the proposed changes would be for future development, not to affect existing homes, and that homeowners could petition the Village Board for exceptions.

Village Attorney Simon noted if someone is already up against the proposed floor area ratio (FAR) and/or square footage cap and applies for a variance, one of the findings of fact the Zoning Board must approve is that the variance presents a hardship to the property owner. Without pre-judging an application, Village Attorney Simon stated he imagined it would be difficult for property owners to demonstrate this particular hardship.

A conversation regarding zoning districts for larger homes followed.

Trustee Grujanac stated she is not concerned about the existing houses that would become non-conforming and believes the Board can figure out something to do for those. Trustee Grujanac noted she has heard from residents who feel the character of their neighborhoods is being impacted

by the larger homes. Trustee Grujanac stated she would like to see the changes approved based on the more restrictive numbers.

Assistant Village Manager/CED Director Gilbertson noted this is just one of the tools to regulate residential bulk.

Mayor Brandt thanked the Zoning Board members in attendance for their service.

Mr. Bryan Hersh, Zoning Board member stated the first iteration to change the code was very exclusive, would put many existing homes in non-compliance, and did not see a trend of negative impact to neighborhood character. Trustee Hancock asked the Zoning Board members if they would want to see a large home built next to their homes. Mr. Hersh stated no, but with the proposed text amendments, a large percentage of houses will have stringent caps put in place. A conversation ensued regarding potential issues with existing homes versus future residential development, FAR across the residential zoning districts, square footage of lot size, maximum home size, and what the code currently regulates.

Trustee Grujanac noted concern for her neighborhood regarding the teardowns and rebuilds dwarfing the original homes and changing the original character of the neighborhood.

Mayor Brandt noted concern with the larger houses affecting sunlight, setbacks, three and four car garages, square footage, impact on the schools, and potential additions. Mayor Brandt stated these are the changes that came up for consideration by the Village Board.

Mr. Brian Bichkoff, Zoning Board Chair, noted at one of the Zoning Board meetings, Lincolnshire bulk regulations was compared to neighboring communities and was found comparable. If more restrictions are put in place, this affects building and land values in Lincolnshire. Mr. Bichkoff stated there was limited public turnout at the four Zoning Board meetings where this matter was discussed.

Trustee Hancock asked Assistant Village Manager/CED Director Gilbertson how many homes would be non-conforming as a result of the proposed changes. Assistant Village Manager/CED Director Gilbertson stated there are currently three legally non-conforming and another 12 within 0.23 - 0.25 FAR that could be impacted with these potential new requirements.

Mayor Brandt thanked everyone for their input and noted there does not have to be a vote taken tonight.

Village Attorney Simon stated a rule could be made for existing homes in the R3 district where there might be potential for home additions to approach the square footage maximum versus a brand new home. Trustee Grujanac noted she thought this was an interesting idea.

Mr. Gary Kalina, Zoning Board member, stated the biggest concerns of the Zoning Board are current residents and turning away future residents because of overly-restrictive zoning regulations. Mr. Hersh stated they are not opposed to putting in regulations to prevent huge homes.

A conversation regarding square footage caps followed. Assistant Village Manager/CED Director Gilbertson stated square footage caps do not include the garage square foot credit.

Trustee Grujanac stated she would like to hear from Village Attorney Simon on how existing homeowners in R3 could improve their homes but also putting in place regulations for teardowns/rebuilds. Trustee Grujanac noted she would be in favor of going back to the original 5,000 square foot cap if a new home was being built. Trustee Hancock stated his opinion is that there would still need to be a square footage cap on the existing homes. Trustee Grujanac suggested putting something in place for the existing homes where only a certain percent of the home could be modified. Assistant Village Manager/CED Director Gilbertson stated the only regulation he was aware of currently is the FAR. Village Attorney Simon recommended the Board not create the specific language for the rule in this context. If the Board wants to give the direction on what the formula is, the Zoning Board could make a recommendation to the Village Board.

Mayor Brandt asked if they could change how square footage is calculated to include the garage. Village Manager Burke stated staff could reevaluate the garage credit.

It was the consensus of the Board to direct staff to research reasonable allowances for existing homes and reevaluate the garage credit.

- 8.2 Finance and Administration
- 8.3 Public Works
- 8.4 Police
- 8.5 Parks and Recreation
- 8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES - None**

**10.0 UNFINISHED BUSINESS - None**

**11.0 NEW BUSINESS - None**

**12.0 EXECUTIVE SESSION - None**

**13.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Hancock seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:59 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk



## **MINUTES**

### **COMMITTEE OF THE WHOLE MEETING**

### **Monday, November 25, 2019**

Present:

Mayor Brandt	Trustee Harms Muth
Trustee Grujanac	Trustee Hancock
<del>Trustee Leider</del>	Trustee Pantelis
Trustee Raizin	Village Clerk Mastandrea
Village Attorney Simon	Village Manager Burke
<del>Treasurer/Finance Director Peterson</del>	<del>Public Works Director Woodbury</del>
Chief of Police Leonas	Assistant Village Manager/Community &
Planning & Development Manager Zozulya	Economic Development Director Gilbertson

#### **1.0 ROLL CALL**

Mayor Brandt called the meeting to order at 8:02 p.m., and Village Clerk Mastandrea called the Roll.

#### **2.0 ITEMS OF GENERAL BUSINESS**

##### 2.1 Planning, Zoning and Land Use

##### **2.11 Consideration of an Ordinance Granting a Special Use and Variances for a Public School – Daniel Wright Middle School (School District #103)**

Planning & Development Manager Zozulya provided background and a summary of the proposed ordinance granting a special use and variances for Daniel Wright Middle School.

On November 12, 2019, the Zoning Board held public hearings for the request, and unanimously recommended approval. Although School District (SD) 103 applied for parking variations that would allow them to keep the parking lot in its current state, they expressed a willingness to bring the parking lot up to code at a future date. Given SD 103's offer, the Zoning Board added this condition to their recommendation to the Village Board. Staff recommends the Board request SD 103 withdraw their parking lot variation request prior to the December 9 Village Board meeting to allow non-compliant parking lot improvements to be reclassified from variations to legally non-conforming structures. Planning & Development Manager Zozulya noted such a change would mandate SD 103 bring the parking lot into compliance when they make any change to the parking areas in the future.

Planning & Development Manager Zozulya stated a resident came into the Village Hall as a result of the Public Hearing notice to find out

about the scope of the project and several residents came to the Zoning Board meeting with various drainage concerns. SD 103 consultants were able to address the drainage concerns.

On November 19, 2019, the Architectural Review Board (ARB) held a design review and unanimously recommended approval with a condition to consider incorporating additional landscaping into the plans to create an enhanced outdoor environment for students.

The petitioner indicated they agree to meet the Zoning Board and ARB conditions.

It was the consensus of the Board to place this item on the Consent Agenda for approval with the request to SD 103 to withdraw their parking lot variation request prior to the December 9 Village Board meeting to allow non-compliant parking lot improvements to be reclassified from variations to legally non-conforming structures.

**2.12 Preliminary Evaluation of a Request for a Major Amendment to the Tri-State Planned Unit Development to Revise a Comprehensive Sign Package for the 200 Tri-State International Office Building (Bradford Allen Realty Service - 200 Tri-State International Office Building)**

Planning & Development Manager Zozulya provided a summary of a preliminary evaluation of a request for a major amendment to the Tri-State planned unit development (PUD) to revise a comprehensive sign package for 200 Tri-State International office building. Current and proposed sign dimensions are included in the packet.

If the Board is comfortable with this request, it would be referred to the Architectural Review Board (ARB) for review of the PUD sizes and individual Amerimark signage, then come back to the Village Board for a Public Hearing.

Mayor Brandt asked if the property across Half Day Road would be a PUD as well. Planning & Development Manager Zozulya confirmed the property across Half Day Road would be a PUD. Mayor Brandt stated this would then provide guidance for the review of the redevelopment of the former Medline site.

Ms. Amy Morrissey, representing Amerimark provided a presentation regarding Amerimark and a preliminary evaluation of a request for a major amendment to the Tri-State PUD to revise a comprehensive sign package for 200 Tri-State International office building.

It was the consensus of the Board to refer this to the Architectural Review Board.

**2.13 Consideration of an Ordinance Amending the Lincolnshire Village Code, Title 6 (Zoning), Chapters 2 (Zoning Definitions),**

**3 (General Zoning Regulations), and 8 (Office/Industrial Districts), Defining and Prohibiting Adult-Use Cannabis Business Establishments (Village of Lincolnshire)**

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson provided a background and summary of a proposed Ordinance Amending the Lincolnshire Village Code, Title 6 (Zoning), Chapters 2 (Zoning Definitions), 3 (General Zoning Regulations), and 8 (Office/Industrial Districts), Defining and Prohibiting Adult-Use Cannabis Business Establishments. The Zoning Board echoed some of the concerns the Village Board had regarding timing and date the law would come into effect.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

2.2 Finance and Administration

2.3 Public Works

2.4 Public Safety

**2.41 Consideration of an Ordinance Amending Title 11 (Misdemeanors), Chapter 10 (Offenses Affecting Public Health and Safety) of the Lincolnshire Village Code Pertaining to Recreational Cannabis (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an ordinance amending Title 11 (Misdemeanors), Chapter 10 (Offenses Affecting Public Health and Safety) of the Lincolnshire Village Code Pertaining to Recreational Cannabis which is a result of the state law changing January 1, 2020.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

**2.42 Consideration of an Ordinance Amending Title 11 (Misdemeanors), Chapter 12 (Minors) of the Lincolnshire Village Code (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an ordinance amending Title 11 (Misdemeanors), Chapter 12 (Minors) of the Lincolnshire Village Code which is a result of the state law changing January 1, 2020. This is also a cleanup of the current code.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

**2.43 Consideration of an Ordinance Amending Title 3 (Business License Regulations), Chapter 4 (Amusements), Article G (Raffles) of the Lincolnshire Village Code (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an ordinance amending

Title 3 (Business License Regulations), Chapter 4 (Amusements), Article G (Raffles) of the Lincolnshire Village Code which is a result of a state law change relative to raffles and poker runs.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

**2.44 Consideration of an Ordinance Amending Title 4 (Health and Sanitation), Chapter 4 (Smoking Regulations), of the Lincolnshire Village Code Pertaining to Smoking on School Grounds (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an ordinance amending Title 4 (Health and Sanitation), Chapter 4 (Smoking Regulations), of the Lincolnshire Village Code pertaining to smoking on school grounds which was brought to the attention of staff from the Catalyst Group.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

**2.45 Consideration of an Ordinance Amending Title 1 (Administration), Chapter 17 (Comprehensive Fine/Penalty Schedule), Section 12 (Misdemeanors) of the Lincolnshire Village Code (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an ordinance amending Title 1 (Administration), Chapter 17 (Comprehensive Fine/Penalty Schedule), Section 12 (Misdemeanors) of the Lincolnshire Village Code which is a follow up to the above-mentioned ordinance to address fines.

Trustee Grujanac noted a typo in a one of the listed fines for correction.

It was the consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

- 2.5 Public Safety
- 2.6 Parks and Recreation
- 2.7 Judiciary and Personnel

**3.0 UNFINISHED BUSINESS – None**

**4.0 NEW BUSINESS**

**4.1 Architectural Review Board Report Regarding The St. James Place**

Trustee Hancock updated the Board regarding The St. James Place presentation to the Architectural Review Board (ARB). The petitioner presented architectural drawings, placement of the building, and parking locations. Trustee Hancock encouraged the Board and residents to review the ARB packet and/or watch the meeting online. Some feedback presented

included possibly marking the proposed building footprint on the site to see where the building would be situated. Trustee Hancock suggested putting balloons up at the highest point and flying the drone. Trustee Hancock noted it was a high quality proposal.

Planning & Development Manager Zozulya stated the petitioner is aiming to come back before the ARB on December 16 as long as they can address all of the comments from the ARB, staff, and Trustee Hancock. Courtesy notices were sent out to interested individuals prior to the ARB meeting and notifications will continue to be sent.

Village Manager Burke stated approximately 9 residents were in attendance but also Kelley Morrissey, representative of the Tri-State International buildings, who has an interest regarding traffic and other aspects of the project.

Planning & Development Manager Zozulya noted staff debriefed with the applicant, and they are appreciative of the dialog between the ARB and staff. They are interested in getting everything addressed before they come back.

Trustee Grujanac suggested putting up a crane the height of the building instead of a moving balloon.

Trustee Hancock stated there was a question regarding traffic within the site that they may need to address with a study.

Trustee Harms Muth asked if the size of the building had changed from what was originally presented. Planning & Development Manager Zozulya stated it is approximately the same size as has been presented in the past; 450,000 square feet.

Trustee Raizin asked if signage would be on Route 22 or the tollway. Village Manager Burke stated a wall sign is proposed along the tollway side and a monument sign on Route 22.

## **5.0 EXECUTIVE SESSION**

## **6.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 8:40 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION  
Regular Village Board  
December 9, 2019**

**Subject:** Daniel Wright Junior High School - 1370 Riverwoods Road – Building Addition

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**Action Requested:** 7.3 Approval of an Ordinance Granting a Special Use and Variances for a Public School – Daniel Wright Junior High School

7.4 Approval of an Internal Village Fee Waiver not to exceed \$4,264.33

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**Petitioner:** Lincolnshire-Prairie View School District 103

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**Originated By/Contact:** Tonya Zozulya, Planning & Development Manager

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**Referred to:** Village Board

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**Item 7.3 - Special Use & Variances**

- At the November 25, 2019, Committee of the Whole meeting, the Village Board requested Lincolnshire-Prairie View School District 103 (petitioner) withdraw their parking-related variances to achieve parking lot compliance during the next parking improvement project. The parking-related variances will be classified as legally non-conforming structures which would require the petitioner to bring the parking lot into compliance with Village Code during any future improvements to the parking lot (e.g., re-striping or re-surfacing). Subsequently, the petitioner submitted a letter requesting the withdrawal (see attached Document 1). The draft ordinance also reflects the amended request (see attached Document 2).

Recommendation

Approval of the draft ordinance.

**Item 7.4 - Internal Village Fee Waiver**

- The petitioner submitted a letter (see attached Document 3) requesting a waiver of all internal Village fees associated with the building addition fees.
- Section 5-3-2A of the Village Code regarding not-for-profit fees allows the Village Board to waive internal Village fees (up to \$5,000 per development/project) for charitable organizations, defined as “any not-for-profit corporation, association, or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, and/or cruelty to children or animals purposes” (see attached Document 5). Out-of-pocket costs for outside consultant reviews or inspections, including applicable attorney's fees, are not eligible to be waived and are applied to the petitioner’s escrow account.

- Based on the code requirements and the W-9 form provided by the petitioner (see attached Document 4), the petitioner is eligible for an internal Village fee waiver. If approved, the fee waiver will be applied to the following internal Village fees:

Special Use Fee	\$500.00
Variance Fee	\$250.00
Architectural Review Board Fee (Major Review)	\$500.00
Planning Review Fee (7 hours @ \$79.19 overhead rate)	\$554.33
Engineering/Sign Permit Review Fee (estimated)	\$2,460.00
<b>TOTAL FEE WAIVER</b>	<b>\$4,264.33</b>

- The Village Board has previously waived internal Village fees for other Lincolnshire-Prairie View School District 103 projects, as well as Adlai E. Stevenson High School District 125, Vernon Area Library District, Vernon Township, and the Lincolnshire-Riverwoods Fire Protection District.

Recommendation

Approval of the fee waiver.

**Reports and Documents Attached**

- Document 1: Lincolnshire-Prairie View School District 103 parking variance withdrawal letter, dated December 2, 2019.
- Document 2: Draft Special Use and variance ordinance, prepared by the Village Attorney.
- Document 3: Lincolnshire-Prairie View School District 103 fee waiver letter dated December 2, 2019.
- Document 4: Lincolnshire-Prairie View School District 103 W-9 form.
- Document 5: Village Code Section 5-3-2A.

<b>Meeting History</b>	
Committee of the Whole – Preliminary Evaluation	November 11, 2019
Zoning Board – Public Hearings	November 12, 2019
Architectural Review Board	November 19, 2019
Committee of the Whole – First Reading	November 25, 2019
Regular Village Board – Second Reading	December 9, 2019



December 2, 2019

**Elizabeth Brandt, Mayor**  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

Re: Lincolnshire-Prairie View School District 103  
Daniel Wright Jr. High School Addition & Renovations  
Withdrawal of Requested Variations  
Commission No. 193050

Dear Mayor Brandt and Members of the Village Board:

On behalf of Lincolnshire-Prairie View School District 103, we wish to thank the Village of Lincolnshire for its consideration of the Special Use and Variation requests related to the proposed Daniel Wright Jr. High School Addition & Renovations project.

Based on the feedback received from the Village Board, Zoning Board and Architectural Review Board; we are formally requesting that the following parking lot variations which had been applied for be withdrawn so these items can be reclassified as legally non-conforming structures and brought into compliance when parking lot improvements are made:

1. Section 6-11-2(B)(3) - allow parking stalls to be located in the required 50' front yard setbacks;
2. Section 6-11-2 (C) - allow a reduction in the minimum required length of a parking stall from 19' and to allow parking drive aisles to be less than 9.5' in width;

All other variations being sought by the School District will remain intact to be considered for inclusion in the final ordinance.

Thank you again for your partnership.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink that reads "Matt Bickel".

Matt Bickel | AIA, LEED AP  
Partner

cc: Dr. Scott Warren, LPV 103  
Scott Gaunky, LPV 103  
Dan Krita, Wold

KH/O:/SD/Lincolnshire-Prairie View?193050/crsp/dec19

**Wold Architects and Engineers**  
220 North Smith Street, Suite 310  
Palatine, IL 60067  
woldae.com | 847 241 6100

**PLANNERS  
ARCHITECTS  
ENGINEERS**

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING  
A SPECIAL USE AND VARIANCES FOR A PUBLIC SCHOOL  
(LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 – DANIEL WRIGHT  
JUNIOR HIGH SCHOOL)**

**WHEREAS**, the Village of Lincolnshire is an Illinois home rule municipality operating under the Constitution and Laws of the State of Illinois;

**WHEREAS**, the Illinois Supreme Court has affirmed that Illinois home rule municipalities may apply and enforce zoning and storm water ordinances on school district property, *Gurba v. Community High School District No. 155*, 2015 IL 118332;

**WHEREAS**, the Zoning Board convened a public hearing on November 12, 2019, notice of which was published in the Daily Herald on October 29, 2019, on an application from Lincolnshire-Prairie View School District 103 (“Applicant”) as owner of the property commonly known as Daniel Wright Junior High School at 1370 Riverwood Road, Lincolnshire, Illinois (P.I.N. 15-11-400-027) and legally described on **Exhibit A** (the “Subject Property”), for a special use permit to ratify operation of a public school with zoning variances, and to permit a proposed building addition (“Special Use Application”);

**WHEREAS**, the aforesaid public hearing was held pursuant to legal notice as required by law and all persons desiring an opportunity to be heard were given such opportunity at said public hearing;

**WHEREAS**, the Subject Property has been used for school operations since 1972;

**WHEREAS**, the school was annexed to the Village of Lincolnshire in 1989;

**WHEREAS**, the Zoning Board has heretofore submitted to the Mayor and Board of Trustees its findings of fact and recommendations related to the Special Use Application;

**WHEREAS**, the Architectural Review Board held a public meeting on November 19, 2019, to review the Site and Building Design Plans for the Subject Property;

**WHEREAS**, the aforesaid public meeting was held pursuant to legal notice as required by law and all persons desiring an opportunity to be heard were given such opportunity;

**WHEREAS**, the Architectural Review Board has heretofore submitted to the Mayor and Board of Trustees its findings of fact and recommendations related to the Site and Building Design Plans for the Subject Property;

**WHEREAS**, the Corporate Authorities have concluded that the Special Use Application, subject to and in conformance with the terms and conditions of this Ordinance, will be beneficial to the Village, will further the development of the Subject

Property, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Lincolnshire, in exercise of its home rule authority, as follows:

**Section 1. Recitals and Findings.**

A. The Mayor and Board of Trustees hereby confirm the truth and validity of the representations set forth in the foregoing recitals, acknowledge they are material to this Ordinance, and incorporate and make them a part of this Ordinance as though fully set forth herein. The Mayor and Board of Trustees further intend that this Ordinance shall be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

B. The Mayor and Board of Trustees have duly considered the recommendations of the Zoning Board and Architectural Review Board and hereby adopt the findings of the Zoning Board and Architectural Review Board, attached as Exhibits B-1 and B-2, as the findings of the Corporate Authorities the same as though fully restated herein. All references and findings of the Zoning Board and Architectural Review Board are hereby made the findings and references of the Mayor and Board of Trustees.

**Section 2. Special Use.** Subject to compliance with the conditions described in Section 3, the Applicant is hereby granted a special use permit to (i) ratify the operation of the existing public school on the Subject Property, (ii) grant approval of the building additions described in Exhibit C, and (iii) grant the following variances to permit the use and operation of the public school on the Subject Property:

A. Section 6-3-5(A)(6) - permit more than two accessory structures on the subject lot;

B. Section 6-3-5(B) - allow accessory structures to exceed the maximum 5' separation from the rear of the principal structure, be constructed from a material different than the principal building, and not have landscape screening;

C. Section 6-15-3(A)(1)(c) - allow a yard fence taller than 8' which separates residential properties from a non-compatible land use;

D. Section 6-15-3(C)(2)(c)(i) - allow ground-mounted equipment to be unscreened.

E. Section 13-2-4(C)(5)(b) - allow no continuous 8' landscape planting area between the building and parking areas.

**Section 3. Conditions of Approval.** The authority granted by this Ordinance and the issuance of the special use permit is hereby conditioned on the Applicant's strict compliance with the plans and conditions described below:

A. The parking lot shall be brought into compliance when future parking improvements are implemented.

B. Any nonconforming conditions existing on the Property for which a variance is not herein granted, including but not limited to the parking lot and light poles, shall be subject to the application of Title 6, Chapter 13 of the Village Code;

C. All construction work on the Subject Property shall comply with Section 5-1-11 of the Lincolnshire Village Code; and

D. Village of Lincolnshire Final Evaluation Packet, prepared for the Lincolnshire-Prairie View School District 103 Daniel Wright Junior High School Addition and renovations by Wold Architects and Engineers, dated November 20, 2019 and comprised of the following plans and exhibits: cover letter, site plans, landscape plans, existing conditions photos, architectural renderings, sign plans, building elevations, exterior equipment/screening plan; floor plan; civil engineering plans; photometric lighting plan; operations/conditions exhibit; Lake County Stormwater Management Commission correspondence and Lake County Division of Transportation correspondence.

**Section 4. Superseding Effect.** The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the development of the Subject Property remains subject to compliance with the Lake County Watershed Development Ordinance.

**Section 5. Penalties.** Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) per offense, with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

**Section 6. Enforcement.** The Subject Property shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other applicable laws or regulations.

**Section 7. Effective Date; Assent.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Applicant, or such other parties in interest as the Village may reasonably identify, consenting to and agreeing to be bound by the terms and conditions of this Ordinance. Delivery to the Village of a copy of this Ordinance, as so executed, shall take place not later than sixty (60) days after the passage and approval of this Ordinance by the Corporate Authorities or within such extension of time as may be granted by the Corporate Authorities by motion.

**Section 8. Consents.** By signing the acknowledgement and accepting the terms and conditions of this Ordinance, the Applicant knowingly and voluntarily waives, for itself and its successors and assigns, any and all claims against the Village, its elected and appointed officers, employees and agents, of whatever kind, nature and amount, resulting from the limitations on the use of the Subject Property applied by Sections 2 and 3 of this

Ordinance. Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to waive the ability for the Applicant, or its successors and assigns, to petition the Village, from time to time, for other and further zoning and subdivision approvals.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

**APPROVED** this \_\_\_\_th day of \_\_\_\_\_, 2019.

-

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

Published by me in pamphlet form

this \_\_\_\_ day of \_\_\_\_\_, 2019.



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**GROUP EXHIBIT B**

**FINDINGS OF FACT**

**B-1 FINDINGS OF THE ZONING BOARD**

**B-2 FINDINGS OF THE ARCHITECTURAL REVIEW BOARD**

**EXHIBIT C**

**SITE AND BUILDING DESIGN PLANS FOR THE SUBJECT PROPERTY**



**Lincolnshire-Prairie View School District 103**  
**Administration Offices**

1370 Riverwoods Road • Lincolnshire, IL 60069  
847/295-4030 • FAX 847/295-9196  
<http://www.d103.org>

**Scott H. Warren, Ed.D.**  
Superintendent

December 2, 2019

Mayor Brandt and Village Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

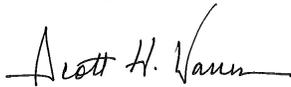
Dear Mayor Brandt and Village Board of Trustees,

I am requesting a waiver of the Village of all internal fees associated with the building addition of 1800 sq.ft. and classroom renovation of Daniel Wright Jr. High.

Lincolnshire-Prairie View School District 103 qualifies under the State of Illinois as a non-profit organization and holds a tax-exempt status. The Village has received a copy of the District's W-9 as requested.

Thank you for your attention to this request. I look forward to working with the Village on this important project for our community. Feel free to contact me with any questions at [swarren@d103.org](mailto:swarren@d103.org) or the number above.

Sincerely,



Scott Warren

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**Print or type**  
**See Specific Instructions on page 2.**

Name (as shown on your income tax return)  
LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ SCHOOL

Exemptions (see instructions):  
 Exempt payee code (if any) 3  
 Exemption from FATCA reporting code (if any) C

Address (number, street, and apt. or suite no.)  
1370 N. RIVERWOODS ROAD

City, state, and ZIP code  
LINCOLNSHIRE, IL 60069

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-			-				
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

3	6	-	6	0	0	4	8	8	3
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *Patricia Tallide*    Date ▶ **9/25/2019**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CHAPTER 3  
BUILDING FEES AND CHARGES**

**SECTION:**

- 5-3-1: Fees for Permits**
- 5-3-2: Reimbursement of Professional Review Fees**
- 5-3-2A: Not-For-Profit Fees**
- 5-3-3: Additional Fees**
- 5-3-4: Water and Sewer Connection Charges**
- 5-3-4-1: Connection Charges Outside Corporate Limits**

**5-3-1: FEES FOR PERMITS:** The fee for a building permit to construct, alter or repair any building or other structure or its service equipment in the Village shall be as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code (Ord. Amd. 96-1467-51, eff. 12/9/96).

A. Applicants for a building permit shall submit the estimated construction cost of the proposed improvements. The Building Official shall use the most recent copy of the International Building Code building valuation data report on file for verifying any estimates. The Building Official may request a verified statement of actual costs upon completion of the work. In the event the actual cost exceeds the estimate, an additional fee based upon such actual costs in accordance with this Section shall be paid.

**5-3-2: REIMBURSEMENT OF PROFESSIONAL REVIEW FEES:** Except as otherwise provided for in this Chapter, applicants for a building permit shall be required to remain in compliance with Title 1, Chapter 8, Article D, as a condition of receiving a building permit (Amd. Ord. 07-2981-09, eff. 4/23/07).

**5-3-2A: NOT FOR PROFIT FEES** (Ord. 94-1345-29, eff. 7/11/94)

A. Any local government serving all or any part of the Village, or any charitable organization, may file an application with the Village for a waiver of fees imposed by the Village, excluding out-of-pocket Village expenses. The application for waiver of fees shall be in writing and shall contain all the information necessary to determine the applicant's eligibility under this Ordinance and identify the fees and amounts which the applicant is requesting to be waived. The Board of Trustees shall review the application, satisfy itself of the sufficiency of the application and eligibility of the applicant, and formally approve or disapprove the application at a regular meeting of the Village Board of Trustees as part of the Consent Agenda, unless otherwise pulled for

consideration under Items of General Business per Section 1-5-3-5-8 of the Lincolnshire Village Code. Applications shall be filed with the Community & Economic Development Department at least 14 (14) days before the date of the scheduled meeting at which the application is to be considered initially.

There shall be no waiver of fees in excess of \$5,000 per development or project.

## **B. DEFINITIONS**

### **CHARITABLE ORGANIZATION**

Any not-for-profit corporation, association, or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, and/or cruelty to children or animals purposes. For the purposes of this ordinance, homeowners associations do not qualify as charitable organizations and may not seek fee waivers.

### **FEES**

Fees that would otherwise be required for, or incurred in connection with, planning, zoning, and building applications and permits in regard to construction, restoration, replacement, renovation, remodeling, addition, or repair of a structure, but not including sewer and water connection fees and fees or charges recovering direct out-of-pocket Village expenses.

### **OUT-OF-POCKET VILLAGE EXPENSES**

Shall mean any costs incurred by the Village for outside services of independent contractors related to the processing of any agreements, petitions, or permits, including, but not limited to, postage, legal fees, costs of legal notices, and the cost of any inspections or analysis required by the Village from outside consultants.

### **5-3-3: ADDITIONAL FEES:**

- A. Lake County Sanitary Sewer Fee: Applicants for connection to, or modification of, the Village sanitary sewer system shall pay connection fees as required by the County of Lake. The Village Engineer shall collect such fee on behalf of the County and transfer such funds to the County on a schedule in accordance with the requirements of the County.
- B. Outside Agency & Consultant Fees: Applicants for Building Permits shall reimburse the Village for all costs incurred by contracted or specialized reviewers necessary to ensure that the application, design, plans, and specifications meet the requirements of the Village. The Village reserves the

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**December 9, 2019**

**Subject:** 2020 Roadway and Parking Lot Rehabilitation

**Action Requested:** Approval of a Professional Service Contract with Baxter & Woodman Consulting Engineers for Roadway and Parking Lot Rehabilitation, Design, Permits, and Bidding Services at a Cost not to Exceed \$77,166.27. (Village of Lincolnshire)

**Originated By/Contact:** Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer

**Referred To:** Mayor and Board of Trustees

**Summary / Background:**

Staff issued a Request for Qualifications in February 2019 for consulting engineering services to design and oversee the construction of the 2019/2020 Road Rehabilitation Programs. Staff received proposals from eight (8) consultants. After a thorough internal review, staff negotiated a contract with Baxter & Woodman Consulting Engineers for the design of the project. Staff felt Baxter & Woodman Consulting Engineers submitted the strongest proposal based on their experience with similar work in other villages, their understanding of the project, as well as experience in evaluating road programs for other municipalities. Additionally, Baxter & Woodman successfully completed the design and construction management for the Village's 2019 road resurfacing program.

The scope of work for this contract includes preparing bidding documents for the resurfacing of Brampton Road (east and west of Riverwoods), Stafford Court, Farrington Road and Farrington Circle, as well as resurfacing the parking lots at North Park and the Public Works Facility.

The scope for this year's contract also includes assisting the Village with evaluating and prioritizing the roadways for future Street Resurfacing Programs. This information will be presented to the board in February of 2020.

**Budget Impact:**

There is currently \$100,000 in the 2020 budget for professional services related the design work.

**Service Delivery Impact:**

No Change

**Recommendation:**

Approval of a contract with Baxter & Woodman Consulting Engineers as a cost not to exceed \$77,166.27.

**Reports and Documents Attached:**

- 2020 Pavement Rehabilitation Agreement
- Location Map
- 

Meeting History	
Regular Village Board Meeting	December 9, 2019

Municipality Village of Lincolnshire	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Baxter & Woodman, Inc.
Township				Address 8678 Ridgefield Road
County Lake				City Crystal Lake
Section				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name 2020 Pavement Rehabilitation – Design Engineering

Route Various Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini See Exhibit B

**Description:**

Project consists of street resurfacing, curb repairs, minor drainage improvements, parking lot resurfacing, driveway repairs, and other misc. work. (Engineer's Project No. 191496.40)

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	Cost plus fixed fee not to	(see note)
	<u>Exceed \$77,166.27</u>	%
	<u>(See Exhibit A)</u>	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 145 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 145 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 145 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

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

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

Executed by the LA:

Village of Lincolnshire of the  
(Municipality/Township/County)  
ATTEST: State of Illinois, acting by and through its  
By \_\_\_\_\_ Clerk By \_\_\_\_\_  
(Seal) Title \_\_\_\_\_

Executed by the ENGINEER:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
ATTEST: By \_\_\_\_\_  
By Barbara Tobin By [Signature]  
Title Deputy Secretary Title Vice President

Approved  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Baxter & Woodman, Inc.  
PRIME/SUPPLEMENT PRIME

DATE 11/27/19  
PTB NO. N/A

CONTRACT TERM 6 MONTHS  
START DATE 12/1/2019  
RAISE DATE 1/1/2020

OVERHEAD RATE 146.37%  
COMPLEXITY FACTOR  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/1/2019 - 1/1/2020

1/2/2020 - 6/1/2020

$\frac{1}{6}$

$\frac{5}{6}$

= 16.67%  
= 1.0250

85.83%

**The total escalation for this project would be:**

2.50%

### Subconsultants

FIRM NAME Baxter & Woodman, Inc. DATE 11/27/19  
 PRIME/SUPPLEMENT PRIME  
 PSB NO. N/A

NAME	Direct Labor Total	Contribution to Prime Consultant
Soil Material Consultants	4,460.00	446.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	4,460.00	446.00

Exhibit A - Preliminary Engineering  
**2020 Pavement Rehabilitation Program**  
**Exhibit A**

Route: Various  
 Local Agency: Village of Lincolnshire  
 (Municipality)

Section:  
 Project:  
 Job No.:

*Firm's approved rates on file with <b>Bureau of Accounting and Auditing:</b>	
<b>Overhead Rate</b>	146.37%
<b>Complexity Factor</b>	0.00
<b>Calendar</b>	

- Method of Compensation:
- 14.5%[DL + R(DL) + OH(DL) + IHDC]
  - 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
  - 14.5%[(2.3 + R)DL + IHDC]
  - Specific Rate
  - Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
Early Coordination and Data Collection		140		6,441.92	9,429.04			2,301.29	18,172.25
Geotechnical Report		6		214.92	314.58	4,460.00	147.90	98.22	5,235.62
Plan Preparation		246		9,482.58	13,879.66		24.80	3,391.12	26,778.16
Meetings		42		1,890.20	2,766.69		162.40	698.80	5,518.09
QA/QC		8		482.00	705.50			172.19	1,359.68
Assist Bidding	See	16	See	681.75	997.87		35.20	248.65	1,963.47
Future Road Program Plan	Payroll	122	Payroll	5,557.82	8,134.98			1,985.45	15,678.24
Manage Project	Rates	16	Rates	872.32	1,276.81			311.62	2,460.74
<b>TOTALS</b>		<b>596</b>		<b>25,623.50</b>	<b>37,505.12</b>	<b>4,460.00</b>	<b>370.30</b>	<b>9,207.34</b>	<b>77,166.27</b>

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):  
 VEHICLE EXPENSES - TRAVEL, 580 MI @ \$0.535/MILE \$310.30  
 GPS SURVEY  
 POSTAGE \$60.00  
 TRAFFIC COUNTERS

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):  
 Soil and Material Consultants \$4,460.00

### AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.  
 PSB N/A  
 PRIME/SUPPLEMENT PRIME

DATE 11/27/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination and Data Collection			Geotechnical Report			Plan Preparation			Meetings			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	80.79	0																	
Vice President	70.21	0																	
Engineer V	65.98	30	5.03%	3.32	24	17.14%	11.31										4	50.00%	32.99
Engineer IV	54.52	124	20.81%	11.34	8	5.71%	3.12				20	8.13%	4.43	20	47.62%	25.96	4	50.00%	27.26
Engineer III	46.06	70	11.74%	5.41	24	17.14%	7.90	2	33.33%	15.35	40	16.26%	7.49	4	9.52%	4.39			
Engineer II	37.59	0																	
Engineer I	30.70	170	28.52%	8.76	16	11.43%	3.51	4	66.67%	20.47	106	43.09%	13.23	12	28.57%	8.77			
Environmental Scientist V	55.88	0																	
Environmental Scientist IV	43.05	0																	
Engineer Tech V	52.23	0																	
Engineer Tech IV	46.37	24	4.03%	1.87	24	17.14%	7.95												
Engineer Tech III	36.59	0																	
Engineer Tech II	26.74	0																	
GIS Manager	56.50	0																	
GIS Coordinator	44.16	40	6.71%	2.96	8	5.71%	2.52												
GIS Specialist	35.22	0																	
GIS Tech	32.67	0																	
Survey Manager	36.86	0																	
Project Surveyor	35.01	20	3.36%	1.17	20	14.29%	5.00												
CADD Technician III	47.55	0																	
CADD Technician II	41.19	118	19.80%	8.16	16	11.43%	4.71				80	32.52%	13.40	6	14.29%	5.88			
Administrative Support II	28.54	0																	
Administrative Support I	19.76	0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		596	100%	\$42.99	140	100.00%	\$46.01	6	100%	\$35.82	246	100%	\$38.55	42	100%	\$45.00	8	100%	\$60.25



## PAYROLL RATES

FIRM NAME Baxter & Woodman, Inc. DATE 11/27/19  
 PRIME/SUPPLEMENT PRIME  
 PSB NO. N/A

ESCALATION FACTOR 2.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Executive Vice President	\$78.82	\$80.79
Vice President	\$68.50	\$70.21
Engineer V	\$64.37	\$65.98
Engineer IV	\$53.19	\$54.52
Engineer III	\$44.94	\$46.06
Engineer II	\$36.67	\$37.59
Engineer I	\$29.95	\$30.70
Environmental Scientist V	\$54.52	\$55.88
Environmental Scientist IV	\$42.00	\$43.05
Engineer Tech V	\$50.96	\$52.23
Engineer Tech IV	\$45.24	\$46.37
Engineer Tech III	\$35.70	\$36.59
Engineer Tech II	\$26.09	\$26.74
GIS Manager	\$55.12	\$56.50
GIS Coordinator	\$43.08	\$44.16
GIS Specialist	\$34.36	\$35.22
GIS Tech	\$31.87	\$32.67
Survey Manager	\$35.96	\$36.86
Project Surveyor	\$34.16	\$35.01
CADD Technician III	\$46.39	\$47.55
CADD Technician II	\$40.19	\$41.19
Administrative Support III	\$31.64	\$32.43
Administrative Support II	\$27.84	\$28.54
Administrative Support I	\$19.28	\$19.76
		\$0.00

**2020 PAVEMENT REHABILITATION PROGRAM  
DESIGN ENGINEERING SERVICES  
VILLAGE OF LINCOLNSHIRE**

**EXHIBIT B  
SCOPE OF SERVICES**

**LOCATION:**

The MFT resurfacing project is located at various locations within the Village of Lincolnshire. The following project locations are included in this project:

<u>Roadway</u>	<u>Limits</u>	<u>Length</u>
Brampton Ln (West)	Cul De Sac	Riverwoods Road
Brampton Ln (East)	Riverwoods Road	Cul De Sac
Brampton Ct (East)	Cul De Sac	Brampton Ln
Brampton Ct (West)	Brampton Ln	Cul De Sac
Stafford Ct	Brampton Ln	Cul De Sac
Farrington Circle	Farrington Drive	Cul De Sac
Farrington Drive	Riverwoods Road	Farrington Drive
Farrington Drive	Farrington Drive	Farrington Circle
Farrington Drive	Farrington Circle	Farrington Drive
Farrington Drive	Farrington Drive	Cul De Sac

**Parking Lot**

North Park, 1025 Riverwoods Rd  
Public Works, 205 Schelter Road

**SCOPE OF SERVICES:**

**1. EARLY COORDINATION AND DATA COLLECTION**

- *Data Collection:* Obtain, review and evaluate the following information provided by the Village for use in design:
  - Utility Atlases
  - GIS Shape files surrounding the project limits
  - ROW, GIS and property data
  - Storm sewer televising
- *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair and curb and gutter repair.
- *Topographic Survey:* Topographic survey will not performed within the scope of this work. Schematic drawings will be developed from aerial photography and field verified at select locations.

- Supplemental Survey: As approved by the Village, provide topographic survey for areas requiring grading of parkway and/or gutter drainage.
- No additional right-of-way or easements are anticipated. Work to complete Plat of Easement or Plat of Dedication is not included.
- *Storm Sewer Analysis:* Evaluate existing conditions of storm sewer within the project limits. Storm Sewer Repair will be evaluated by review of Village provided televised tapes and identified areas of failure or blockages. Additional televising of sewers is not included in the scope of this work and can be provided for additional fee.

2. GEOTECHNICAL REPORT

- *Pavement Cores and Soil Borings:* Utilize Soil and Material Consultants to take pavement cores of the surface and base material for determining the composition of the existing pavement material and pH samples within the project limits. Baxter & Woodman will provide a core location map prior to this work. (14 cores estimated)
- *Clean Construction or Demolition Debris (CCDD):* The Village will provide a completed IEPA Form 662. The contractor will provide testing during construction to comply with Form 663. CCDD testing and completion of Form 663 is not included in this scope and the amount of potentially contaminated soils will be determined during construction.

3. PLAN PREPARATION

- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- *Specifications:* Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- *Final Schematic Plans:* Prepare bidding documents consisting of plan view schematics (no topographic survey), Typical Sections, Special Provisions, Contract Proposal, Schedule of Prices, and Engineer's Estimate of Cost and submit these documents to IDOT for review and approval.
- *Utility Coordination:* Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the LA. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.
- The following items are not included within the scope of this project, but can be provided as additional services to the contract:
  - Environmental Survey Request (no tree removal)

- Lighting
- Structural

4. MEETINGS

- *Meetings:* The following meetings are anticipated for this project:
  - Village (3 total): Kickoff, Prefinal, Board Meeting
  - IDOT (1 total): Review
- *Public Meeting:* No public involvement is anticipated for this project.

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

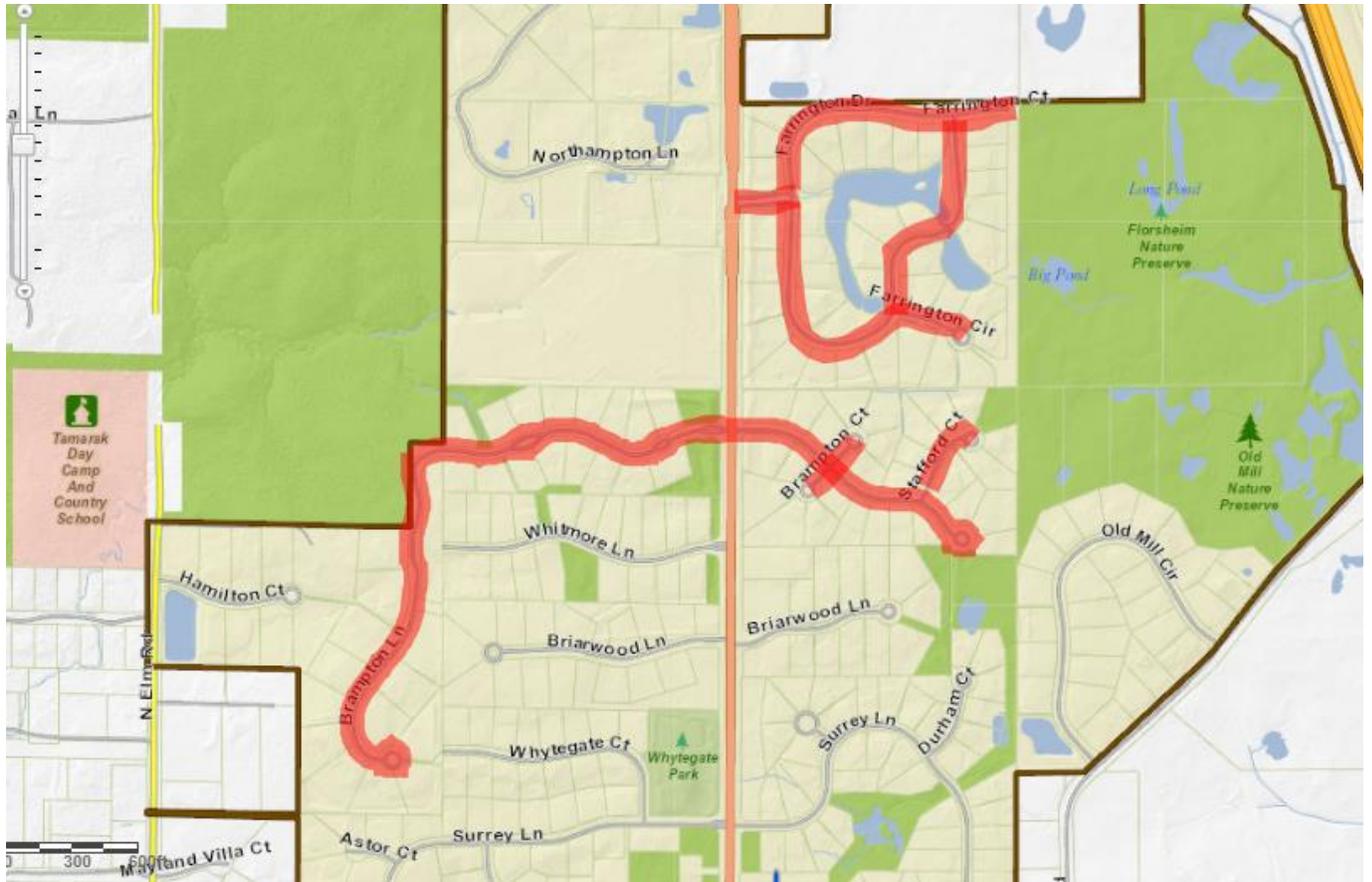
6. ASSIST BIDDING

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

7. FUTURE ROAD PROGRAM PLAN - *Pavement Improvement Plan:* Utilize pavement assessment data supplied by the Village to assist Village staff in developing the multi-year roadway maintenance program by selecting the highest priority street sections whose total estimated cost matches the Village's determined maintenance budget. Provide recommendations and exhibits showing the multi-year program.

8. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the Village.
- *Deliverables:* The following is a list of anticipated final deliverables to the Village for this project:
  - *Electronic DGN, Geopak, and Digital Photos used in project development.*
  - *Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*



2020 Road Resurfacing Program Location Map

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**December 9, 2019**

**Subject:** South Village Green Roadway and Site Improvements

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**Action Requested:** Approval of a Professional Service Contract with Christopher B. Burke Engineering, Ltd. for Roadway Improvement Analysis, Design, Permits, and Bidding Services at a Cost not to Exceed \$47,650.00 (Village of Lincolnshire)

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**Originated By/Contact:** Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:**

In 1999, the Village of Lincolnshire worked with a developer to construct the access Road to the South Village Green condominiums as part of the Village's larger effort to re-develop the Lincolnshire Downtown area located west of Milwaukee Avenue between Half Day Road and Olde Half Day Road with TIF funds. Since the construction of the access road and adjoining condominiums, the Village has been involved in various aspects of maintenance of the paver brick roadway, median landscaping, irrigation systems, street lighting and winter maintenance. In 2010 and 2014, major projects were undertaken to repair settlement caused by a watermain break and also repair a failing retaining wall at the south end of the property. Over the years the paver bricks that make up the access road have been failing and staff has spent a significant amount of effort internally and via contractors to constantly repair the bricks.

This area is unique in its ownership as the Village owns half of the access road right of way and the other half the Village has a dedicated right-of-way, but no ownership. Given the condition of the roadway, staff proposes hiring a consulting engineering firm to evaluate the cause of the roadway failure and develop alternatives for replacing the paver bricks with a more stable conventional asphalt roadway. The project will also consider other areas in need of repair such as the parking areas and sidewalks as well as develop a formal survey of the entire property which will be utilized to more formally establish areas of maintenance responsibility with the Homeowners Association's (HOA) of the respective condominium buildings. A final recommendation will be brought forward for the boards consideration for inclusion in the 2021 budget before actual plan preparation is authorized to proceed.

Staff recommends entering into an agreement with Christopher B. Burke Engineering as they have a significant amount of history with the area including plat/survey work for the assembly of all of the properties the Village acquired during the downtown re-development process as well as completing design work on previous repair projects for the area. This knowledge will allow for a more streamlined approach to the project given the historical information this consultant already has with the area. The scope of work includes taking numerous soil borings through the project area to determine the ground conditions before proposing design alternatives, as well as the completion of an ALTA survey to be used in establishing maintenance responsibilities.

**Budget Impact:**

There is currently \$60,000 in the 2020 budget for the design work for this project.

**Service Delivery Impact:**

No Change

**Recommendation:**

Approval of a contract with Christopher B. Burke Engineering, Ltd. as a cost not to exceed \$47,650.00.

**Reports and Documents Attached:**

- Pavement Rehabilitation Agreement
- Location Map

Meeting History	
Regular Village Board Meeting	December 9, 2019



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 27, 2019

Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, IL 60069

Attention: Wally Dittrich

Subject: Proposal for Professional Engineering Services  
Village Green

Dear Mr. Dittrich:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of an ALTA Survey and bidding documents for the Village Green Condo Roadway Project. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

It is our understanding that the Village of Lincolnshire would like to replace the failing brick roadway and parking areas within the Village Green Condo Subdivision of the Lincolnshire Downtown area. Included in the design we will propose improvements to the ADA accommodations and determine the most effective way to construct the improvements with the least amount of disruption to the residents of the condos. We understand the Village's goal is for the replacement of the brick roads to provide less maintenance for the Village Public Works Department in the future for this area. Also, we will include preparation of an ALTA Survey for the Village's use.

**SCOPE AND FEE**

**Task 1 – Topographic Survey**

Village Green Entry Road (between Old Half Day Road – Indian Creek) approximately 1,300 LF.

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on Lake County and NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed Lake County and NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

### **Task 2 – Utility Survey and Coordination**

CBBEL will coordinate with utility owners and with J.U.L.I.E. Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map.

### **Task 3 – ALTA/Roadway Survey**

- Initial coordination with client.
- Research at the Lake County Recorder's Office.
- Field recon and survey to locate existing boundary monumentation and boundary evidence.
- Field Survey to locate existing improvements on the project site and of the 2016 ALTA/NSPS Land Title Survey Standards Table "A" Items 1, 2, 4, 7a, 8, & 14 on the project site.
- Office calculations and plotting of field and record data.
- Review research and field data and compute boundaries.
- Drafting of the "ALTA/NSPS Land Title Survey" with the Table "A" items listed in Item 4.
- Final review and submittal by an Illinois Professional Land Surveyor.

#### **Task 4- Geotechnical Investigation**

Eight (8) – 6-foot-deep borings and one (1) – 25-foot-deep boring will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance, including recommended FDR depths.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

#### **Task 5 – Evaluation of Geotechnical Report**

CBBEL and Village Staff will evaluate the geotechnical report to determine the resurfacing treatment for the roadway.

#### **Task 6 – Field Reconnaissance**

CBBEL Staff will perform a Field Reconnaissance of the roadway with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of drainage structure to be adjusted and reconstructed. The results of the Field Reconnaissance will be reviewed with the Department of Public Works.

#### **Task 7 – 30 % Plans Concepts and Cost Estimates**

CBBEL will prepare a technical memo with 2 to 3 Concept Level alternatives and cost estimates for the rehabilitation of the roadway, parking areas, sidewalks and ADA accommodations. The Concept Levels will include a geometric plan, typical section and pavement marking plan, constructability and Maintenance of Traffic for each alternative.

#### **Task 8 – 90% Plans, Specifications and Estimates**

Based on the preferred alternative chose by the Village, CBBEL will prepare plans, specifications and cost estimates for local letting of the Village Green Roadway

Improvements using local funds. The plans and specifications will be submitted for review to the Village's Public Works Department for comments.

The following sheets and associated manhours will be required:

Sheet	# of Sheets	Hours per Sheet	Total Hours
Title Sheet	1	10	10
General Notes & Quantities	1	12	12
Alignment, Ties & Benchmarks (1" =100')	1	10	10
Typical Sections	1	8	8
Construction Details	1	8	8
Existing Conditions and Removal Plans (1" =50')	2	10	20
Proposed Geometric Plan	1	12	12
Roadway Plan & Profile sheets (1" =20')	2	12	24
Maintenance of Traffic Plan (1" =50')	2	12	24
Cross Sections	3	8	24
Specifications	-	-	10
Cost Estimate/Quantities	-	-	10
<b>TOTAL</b>	<b>15</b>		<b>172</b>

**Task 9 – Bid Plans, Specs and Estimates**

Based on final review comments by the Village. CBBEL will finalize the plans, specs and estimates for final approval by the Village and bidding.

**Task 10 – Bidding Assistance**

CBBEL will advertise for bidding, distribute specification booklets to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Topographic Survey	\$ 5,500
Task 2	Utility Survey and Coordination	\$ 800
Task 3	ALTA/Roadway Survey	\$ 5,800
Task 4	Geotechnical Investigation	\$ 7,800
Task 5	Evaluation of Geotechnical Report	\$ 500
Task 6	Field Reconnaissance	\$ 1,500
Task 7	30% Plans Concepts and Cost Estimates	\$ 8,000
Task 8	90% Plans, Specifications and Estimates	\$ 13,000
Task 9	Bid Plans, Specs and Estimates	\$ 3,000
Task 10	Bidding Assistance	\$ 750
	Direct Costs	\$ 1,000
	<b>TOTAL</b>	<b>\$ 47,650</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR VILLAGE OF LINCOLNSHIRE.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2019**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
  
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



South Village Green Location Map

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**December 9, 2019**

**Subject:** Village Hall Flooring, Tuckpointing, and Security Improvements

**Action Requested:** Approval of a Professional Service Contract with Kluber Architects & Engineers for Flooring, Tuckpointing, and Security Improvements Design, Bidding, and Construction Administration Services at a Cost not to Exceed \$23,750.00 (Village of Lincolnshire)

**Originated By/Contact:** Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer

**Referred To:** Mayor and Board of Trustees

**Summary / Background:**

In 2018, the Village completed a facility assessment of the Village Hall which helped to identify and prioritize improvements needed at the Village Hall. These improvements were incorporated into the Village's 10 Year Capital Improvement Plan so they could be adequately budgeted for and coordinated over the course of time. For 2020, the following items were identified and budgeted for:

- Flooring replacement (police department, downstairs hallways, board room and community room – various materials to be considered)
- Capstone and brick repairs at various walls around Village Hall
- Village Hall Security Improvements (external and internal)

When the Village selected the preferred consultant for completing the facility assessment, part of the selection criteria included the consultant's ability to also provide design services for the improvements being recommended in the plan. In 2019, Kluber Architects & Engineers successfully completed design plans for the soffit repair projects at both Village Hall and Public Works, and staff recommends utilizing the same firm to complete the design and construction oversight work for this project. In order to maximize design/bidding efficiencies, the project will be put out as one design package which will allow for multiple bidders or general contractors to bid for the work more cost effectively. This will also simplify the coordination of completing the work in overlapping areas as the work will be under one project as opposed to separate projects.

As various aspects of the project are designed, stakeholders will be involved in the design process and the board will be provided an update on the final design aspects in advance of the project being sent out for bid.

**Budget Impact:**

The amount budgeted for each respective improvement included allocations for the design and construction oversight of the work.

Improvement Type	Overall Project Budget	Design Budget
Flooring	\$120,000	\$12,000
Capstone and Brickwork	\$95,000	\$9,500
Security Upgrades	\$80,000	\$8,000

<b>Total</b>	<b>\$295,000</b>	<b>\$29,500</b>

\$29,500 was included in the 2020 budget for the design/construction work for these projects.

**Service Delivery Impact:**

No Change

**Recommendation:**

Approval of a contract with Kluber Architects & Engineers as a cost not to exceed \$23,750.00.

**Reports and Documents Attached:**

- Design Agreement

Meeting History	
Regular Village Board Meeting	December 9, 2019

November 19, 2019

Walter Dittrich  
Village of Lincolnshire  
1 Olde Half Day Road  
Lincolnshire, IL 60009

Re: Village of Lincolnshire – Village Hall Updates  
Kluber, Inc. Proposal No. 191120.02

Dear Mr. Dittrich:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village of Lincolnshire would like to perform various updates to the existing Village Hall facility located at 1 Olde Half Day Road.

#### **OVERVIEW OF PROJECT SCOPE**

The Project consists of preparing the design documents necessary to replace the flooring, perform tuckpointing and repair the capstones and upgrade the security technology and security of the front desk at the existing Village Hall location at 1 Olde Half Day Road.

#### **INITIAL INFORMATION**

- The Owner's budget for the Cost of the Work is approximately \$250,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is for the design to begin in January/February 2020 and Construction in summer 2020.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Walter Dittrich.
- Kluber, Inc.'s representative for the Project will be Charli Johnsos.

The foregoing is based on our conversations with you over the past few weeks.

#### **BASIC SERVICES**

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2007 Standard Form of Agreement between Owner and Architect (as modified by the attached Terms and Conditions)*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

#### Construction Document Phase:

- Site review to document existing conditions.
- Review existing building drawings of as-built conditions.
- Kick-off meeting with Owner to discuss Project in detail.
- Develop options for Owner Review
- Develop technical specifications.

- Develop technical drawings.
- Review final documents with Owner prior to bidding.

Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority having Jurisdiction.
- Review progress pay requests if requested.
- Perform a maximum of two (2) site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 6 visits.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

**ADDITIONAL SERVICES**

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by the Village of Lincolnshire. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

<b>Additional Services:</b>	<b>Provided by:</b>
Programming, or Validation of Owner's Project Program, as described below	Not Provided
<b>Existing Facilities:</b>	
Survey of existing facility(ies) ( <u>required</u> if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
<b>Site Evaluation and Design:</b>	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
<b>Architectural and Interior Design:</b>	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
<b>Green Design:</b>	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
<b>Engineered Systems:</b>	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
<b>Cost Control:</b>	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
<b>Architect's Instruments of Service:</b>	



As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
<b>Project Delivery, Coordination and Management:</b>	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
<b>Construction:</b>	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

**COMPENSATION**

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$23,750.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Construction Documents Phase.....	\$18,425.00
Bidding Phase .....	\$1,750.00
Construction Administration Phase .....	\$3,575.00

Total Basic Services Fee: .....\$23,750.00

Additional Services:

As requested .....At Hourly Rates listed below

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$450.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2019):

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
Principal .....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III .....	\$165.00
Project Electrical Engineer II .....	\$140.00
Project Electrical Engineer I .....	\$115.00
Project Structural Engineer III .....	\$165.00
Project Structural Engineer II .....	\$140.00
Project Structural Engineer I .....	\$115.00
Project Technologist.....	\$165.00



Project Architect III .....	\$135.00
Project Architect II .....	\$115.00
Project Architect I .....	\$95.00
Interior Designer III .....	\$115.00
Interior Designer II .....	\$95.00
Interior Designer I .....	\$75.00
Construction Observer .....	\$95.00
Senior Project Coordinator .....	\$75.00
Project Coordinator .....	\$55.00

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

**TIMING**

All services contemplated within this proposal shall be completed within 8 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.

**FINAL NOTE**

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,

  
 \_\_\_\_\_  
 Michael T. Kluber, P.E.  
 President  
 Kluber, Inc.

Accepted (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 By (printed name and title)  
 Walter Dittrich, Assistant Director of Public Works

Confidentiality Notice:

The contents of this proposal are confidential and may not be distributed to persons other than employees of the Village of Lincolnshire..



## TERMS AND CONDITIONS

The terms and conditions of this Proposal for Professional Services (the Proposal) are as set forth in AIA Document B101 – 2007 *Standard Form of Agreement Between Owner and Architect*, with the following modifications:

### ARTICLE 1 INITIAL INFORMATION

Delete § 1.1 and § 1.2 in their entireties. Refer, instead, to the Proposal for Overview Of Project Scope and Initial Information upon which the Agreement is based.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

After § 2.2, add § 2.2.1, § 2.2.1.1 and § 2.2.1.2 as follows:

“§ 2.2.1 It is recognized by the Owner and Architect that no set of contract documents is error or omission free. In light of this fact, the Owner and Architect agree that:

§ 2.2.1.1 If errors and/or omissions that are the fault of the Architect in the Project are detected in the Contract Documents before the work is in place, the cost of any redesign required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect. The cost to change the Contract Documents shall be the limit of the Architect's liability. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature shall be borne by the Owner.

§ 2.2.1.2 If errors in the Project are detected in the Contract Documents after bidding, and if revision, removal or replacement of a portion of the work is required, then the Architect shall bear the cost of any redesign required for this revision, removal and/or replacement. However, if the replacement item is of a higher value than what was removed, the difference in value shall be borne by the Owner as it adds betterment to the Project.”

§2.5.1 After “General Liability”, add “\$1,000,000 per claim; \$2,000,000 aggregate”

§2.5.2 After “Automobile Liability”, add “\$1,000,000”

§2.5.3 After “Workers' Compensation”, add “\$1,000,000”

§2.5.4 After “Professional Liability”, add “2,000,000 per claim; \$2,000,000 aggregate”

After § 2.5.4 add § 2.6 and § 2.6.1 as follows:

“§ 2.6 The LEED Green Building Rating System and other similar environmental guidelines (collectively “LEED”) utilize certain design and usability recommendations on a project in order to promote an environmental friendly and energy efficient facility. In addressing these guidelines, the Architect shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the Architect's profession involved in the design of similar projects in the same locale as the Project. The Owner acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretation. Furthermore, compliance may involve factors beyond the control of the Architect including, but not limited to, the Owners' use and operation of the completed project. Nothing in this Agreement shall create any obligation or warranty on the part of the Architect or any consultant serving hereunder that the Project: 1) shall obtain a LEED certification; or 2) shall, after construction perform as a low-energy, efficient design structure. Services relating to LEED administration and documentation shall be an additional service.”

§ 2.6.1 Architect shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Architect shall not be responsible for the Contractor's or Construction Manager's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project.”

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

At the end of § 3.1.2, append the following: “Architect represents that all work will be performed in accordance with the Illinois Architecture Practice Act, current edition and all rules and regulations promulgated thereunder.”

After § 3.4.5, add § 3.4.6 and § 3.4.7 as follows:

“§3.4.6 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidder, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§ 3.4.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work; shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work.”

Delete § 3.5.3.1 in its entirety.

Delete § 3.5.3.2 in its entirety.

In § 3.6.1.1 delete “Contractor” in the first sentence and replace with “Contractor or Construction Manager, as applicable.”

In § 3.6.2.2 after “Contractor, in the third sentence, add “ Construction Manager.”

### ARTICLE 4 ADDITIONAL SERVICES

Delete § 4.1 and § 4.2 in their entireties. Refer, instead, to the Proposal for a list of Additional Services contemplated and indications of which Additional Services for the Project will be provided by the Architect and the method of compensation for each.

Retain § 4.3, § 4.3.1 and § 4.3.2 [contingent Additional Services] in their entireties.

Delete § 4.3.3 in its entirety. Refer instead to the Proposal for the limits of Construction Phase Basic Services.

### ARTICLE 7 COPYRIGHTS AND LICENSES

After § 7.2, add § 7.2.1 as follows:

“§ 7.2.1 Architect hereby grants Owner a nonexclusive, worldwide right and license to use, reproduce, adapt, alter, add to, distribute, display, sell, maintain, operate, create, construct and destroy the Project, for the full term of copyright. Architect further states that it shall not design a building for a third party that is the same as, or substantially similar to the Project.”

§7.3 Revise the first sentence to read: “Upon execution of this Agreement, the Architect grants to the Owner nonexclusive, worldwide right and license to use, reproduce, adapt, alter, add to, distribute, and display the Consulting Architect's Instruments of Service solely and exclusively



for purposes of constructing, using, maintaining, altering, operating, creating, destroying and adding to the Project for the full term of copyright, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.”

#### ARTICLE 8 CLAIMS AND DISPUTES

Delete § 8.2.1 and replace with the following:

“§ 8.2.1 The parties agree to make every effort to resolve disputes between themselves in good faith. Where they agree it would be helpful, the parties agree to use the services of one or more Mediators recognized by the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, with the costs of such service being paid equally by both parties.”

Delete § 8.2.2 and replace with the following:

“§ 8.2.2 Where differences arise between the parties which cannot be resolved between them or with the assistance of mediation as described in 8.2.1 above, then the matter will be resolved through litigation in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois. The prevailing party shall be entitled to recover its costs, including expert witness fees and reasonable attorney fees.”

Check box in § 8.2.4, indicating option for [Litigation in a court of competent jurisdiction] is selected.

Delete § 8.3 [Arbitration] in its entirety.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

After § 10.8 add § 10.9, § 10.10 and § 10.10.1 as follows:

“§10.9 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

§10.10 To the extent the following applies, Architect shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans with Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. The Architect’s signature on this document herein certifies that it had a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. Architect makes no warranties, express or implied.

§10.10.1 In the event of the Architect’s non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Architect may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner’s consent to such a violation or the Owner’s waiver of any rights it may have.”

#### ARTICLE 11 COMPENSATION

Delete § 11.1 through § 11.9 in their entireties. Refer, instead, to the Proposal for terms of compensation for services and reimbursable expenses.

Delete § 11.10.1 [initial payment].

Delete § 11.10.2 and replace with the following:

“§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice, but in the event no later than as required by statute for governmental entities.”

#### ARTICLE 13 SCOPE OF THE AGREEMENT

Delete § 13.2.2 [Digital Data Protocol Exhibit].

Under § 13.2.3 [documents amending the Agreement] add the following:

“Kluber, Inc. Proposal for Professional Services as attached to these Terms and Conditions.”



**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**December 9, 2019**

**Subject:** Comprehensive Signage Program Updates

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**Action Requested:** Approval of a Professional Service Contract with Hitchcock Design Group of Naperville, Illinois for Preliminary Design for Proposed Signage Improvements at a Cost not to Exceed \$40,000.00 (Village of Lincolnshire)

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**Originated**  
**By/Contact:** Bradford H. Woodbury, Public Works Director

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:**

The existing Village signs, posts and sign frames have become outdated and currently follow a design guidebook/plan approved by the Village in 1994. The approved signage in the guidebook are primarily custom designed wood signs, wood posts and metal frames which have become dated and are in need of constant updating and repairs. As a result of the recently approved brand update, staff proposed to revisit the existing sign guidebook and develop consistent and standardized signage which incorporates the new Village logo and branding themes.

The Village's Street sign frames, street/light posts and entryway/parks signs have presented challenges with procurement over the past several years. The streets sign frames have been discontinued by the manufacturer and Staff has had to work with a sign company to fabricate frames to try and match the original frames. As a result, the frames are being fabricated imperfect and inconsistent with regards to sizing. The current street name sign posts and street light posts were custom made by a company that has since went out of business. These posts require a large amount of maintenance (re-painting, caulking, etc.) and have been found to be susceptible to rotting usually lasting less than 5 years. Finally, the Village's current street name signs do not currently meet the FHWA (Federal Highway Administration) letter height and/or color requirements.

Staff issued a Request for Qualifications in September 2019 for consulting services to complete Preliminary Design services for all of the Village's Entryway Signs, Parks Entrance Signs, Street Sign Posts, Bike Path Signage, Street Name Signs and Street Sign Frames. Staff received proposals from (8) consultants. After a thorough internal review including interviews with the top two firms, Staff negotiated a professional services contract with Hitchcock Design Group of Naperville, Illinois. Staff felt Hitchcock Design Group submitted the strongest proposal based off their submittal, interview and similar design work performed in other Village's including Hinsdale, Lemont, Northfield, Naperville and Oak Brook.

Hitchcock Design Group would begin by analyzing all existing signage and preparing an updated Signage Design Program and Analysis Summary. Next, the consultant would prepare Schematic Design options for the various Village sign types, and work with Village staff to reach consensus on the preferred design options for each type. Additionally, Hitchcock would plan to work with staff to potentially conduct surveys and prepare a full-size mock-up of the primary sign types. Finally, the consultant would conclude with a

summary document outlining the proposed improvements, including preliminary budget costs and phasing recommendations.

It should also be noted that while Hitchcock Design Group would be preparing all of the design of the signage program, final design concepts would more than likely require the approval of the Park Board, Architectural Review Board and ultimately the Village Board.

The scope of work for this contract includes preliminary design which would be split into two initial parts as detailed below:

**PRELIMINARY DESIGN SERVICES**

- A. Research, Analysis and Programming \$15,000 Fixed Fee (to be performed in 2019)
- B. Schematic Design \$25,000 Estimated Fee (to be finalized following completion of the Research, Analysis and Programming Phase and performed in 2020)

There may be an anticipated Final Design Phase which would include services and fees extending beyond 2020 to be negotiated following completion of all Preliminary Design services. These services would be included in the 10-Year Capital Improvement Plan.

**Budget Impact:**

There is currently \$15,000 in the 2019 budget for the preliminary design work. Staff is requesting a supplemental appropriation amount of \$25,000 to be included in the 2020 budget for preliminary design services for a Comprehensive Signage Program Update.

**Recommendation:**

Staff requests that the Mayor and Board of Trustees waive the first reading of this item, and approve the Professional Services Agreement in order to allow the consultant to substantially complete the Research, Analysis and Programming design work in 2019.

**Reports and Documents Attached:**

- November 22, 2019 - Hitchcock Design Group Proposal
- November 27, 2019 - Professional Services Agreement

Meeting History	
Regular Village Board Meeting:	December 9, 2019



December 4, 2019

Bradford Woodbury  
Public Works Director  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

**RE: Village of Lincolnshire – Comprehensive Signage Program Update**

Dear Mr. Woodbury,

Thank you for selecting Hitchcock Design Group for the Village of Lincolnshire Comprehensive Signage Program Update project. We look forward to getting started and advancing our relationship with you and your colleagues at the Village of Lincolnshire.

**Project Understanding**

We understand that the Village of Lincolnshire would like to move forward with the project as discussed during the qualifications selection process. Preliminary Design will advance in two parts, beginning with the Research, Analysis and Programming phase in 2019, followed by the Schematic Design phase in 2020. Final Design Services will be negotiated following completion of the Preliminary Design services.

**Project Approach and Scope of Services**

In order to meet your objectives, we propose a process that is summarized below and described in greater detail in the attached Approach and Scope of Services.

We propose to complete Preliminary Design services that begin with analyzing the existing signage, jurisdictional requirements, and Village expectations, and we will prepare a Signage Design Program and Analysis Summary. Next, we will prepare Schematic Design options for the various sign types, and work with Village staff to reach consensus on the preferred design to advance. We will assist Village staff with conducting an online Public Survey and prepare a full-size mock-up of the primary sign types. We will conclude Schematic Design with a summary document outlining the proposed improvements, including preliminary budget costs and phasing recommendations.

Following approval of the Schematic Design, we can determine the most appropriate approach to implementing the proposed signs. This may include further documentation to solicit competitive pricing from sign fabricators based on the proposed implementation plan. These services will be negotiated based on the scope, scale and complexity of the recommended improvements.

**Professional Fees**

We will provide the proposed services for the following professional fees:

**PRELIMINARY DESIGN SERVICES**

A.	Research, Analysis and Programming	\$15,000	Fixed Fee
B.	Schematic Design	\$25,000	Fixed Fee (Estimated, to be confirmed following completion of Part A)
		<hr/>	
	<b>Total Fee:</b>	<b>\$40,000</b>	<b>Fixed Fee</b>

Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$250 for the Research, Analysis and Programming phase.

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Naperville, Illinois 60540  
630.961.1787

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December 4, 2019  
Village of Lincolnshire - Comprehensive Signage Program Update  
Page 2

### **Project Team**

I will be our project manager and will be directly responsible for routine project communications with you and the rest of the project team. Mike Wood will be our project designer and will be supported by other members of our Naperville Studio as needed in order to advance the work in a timely manner.

### **Authorization and Schedule**

We can begin this work with your authorization and will finalize a schedule with you as we begin the Research, Analysis and Programming phase.

Thank you again for the opportunity to work with the Village of Lincolnshire. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,  
**Hitchcock Design Group**

Tim King, PLA, ASLA  
Principal

Encl:        Approach  
              Scope of Services



## Approach

### Understanding

The Village of Lincolnshire is an established community characterized by low density, high quality housing surrounded by open space. The Village recently developed a new logo that reflects this community image.

The existing Village signs date back to 1994, which are primarily custom designed wood signs, that appropriately represent the Village image, but have become dated and need repair. The Village would like to develop a consistent family of signage, more standardized with easy to procure materials, that incorporates the new Village logo, with a consistent design and color theme.

### Village Brand and Image

The Village of Lincolnshire recently updated the logo and it will be important to incorporate it into the new signage design where appropriate. Throughout the design process we will confirm the use of the logo, materials and colors, along with the specific messages to be included on the various signs, to consistently represent the community image.

### Locations and Context

The signage design must take into consideration the context within the various locations, relationship to existing adjacent land uses, specific site conditions, and the requirements of the regulatory agencies with jurisdiction. There will likely be more flexibility with the design of signs located within Village jurisdiction, while signs located within IDOT controlled right-of-way must conform to the IDOT Special Town Naming policy, Community Wayfinding Sign policy, along with other safety and technical requirements.

### Design Approach and Process

Our approach to signage design is comprehensive and we recognize the value of collaboration with Village and stakeholder representatives to reach the best recommendations. We will explore a variety of design options, taking all factors into consideration. If the signs are more standardized, how can they be designed to represent the unique character of the Village? How large should the signs be? What materials are most appropriate and at what cost? Should there be lighting, landscape, and other site improvements at the sign locations? These questions will be answered during the collaborative design process, with the ultimate solution being a family of signs that clearly represent the community image, utilizing quality materials that will be attractive, durable and timeless.

The Scope of Services outlined in our proposal represents a time-tested process that we have used on many comparable projects in similar communities. However, we welcome the opportunity to meet with Village representatives to customize the scope of services to meet the specific needs of the project.



## Scope of Services

### Preliminary Design

The goal for this part of the engagement is to finalize the program and reach consensus on a preliminary design for the proposed signage improvements and outline an implementation strategy moving forward.

#### A. Research, Analysis and Programming

*Objective:* Confirm the characteristics of the existing resources, jurisdictional requirements, Village and stakeholder interests, and produce a program and analysis summary that will be the basis for further design.

*Process:* Hitchcock Design Group will:

1. (Mtg #1) Conduct a kick-off meeting with Village staff confirming:
  - a. Goals, objectives and approach
  - b. Sign types and locations
  - c. Jurisdictional requirements
  - d. Budgeted costs and potential revenue sources
  - e. Consultant and client responsibilities
  - f. Communications protocol and decision making
  - g. Schedule
  - h. Invoicing and payment
  - i. Other administrative considerations
2. Inventory available existing data for the project area and the immediate surroundings including:
  - a. Existing sign inventory provided by the Village
  - b. Aerial photography and GIS information
  - c. Existing Village logo, branding standards and marketing materials
  - d. Pending improvement plans
  - e. Jurisdictional regulations and procedures (Village, County, IDOT)
  - f. Existing signs, including sign type, size, location and message
  - g. Traffic, bicycle and pedestrian circulation routes
  - h. Village owned properties and facilities
3. Observe and photograph the project area and immediate surroundings, in order to identify readily apparent physical conditions and patterns of use.
4. Evaluate the appropriateness of the existing signage design (type, size, scale, message, readability, location).
5. Prepare a **Signage Design Program and Analysis Summary** that outlines the goals and objectives, location and evaluation of existing signs, anticipated signage types, and design parameters to advance.
6. (Mtg #2) Review the Program and Analysis Summary with Village staff.

*Deliverables:* **Signage Design Program and Analysis Summary**



**B. Schematic Design (Preliminary for Review – to be finalized following completion of the Research, Analysis and Programming Phase)**

*Objective:* Reach consensus on the type, location, organization, scale, character and potential cost of specific sign improvements, and summarize the recommendations.

*Process:* Following approval of the Program and Analysis Summary, Hitchcock Design Group will:

1. Prepare **Alternative Signage Concepts**, including color plans, elevations, 3-D sketches and photo examples, illustrating the size, style, materials, colors and text of the various sign types including:
  - a. Village Entry Signs
  - b. Park Entrance Signs
  - c. Corporate Center Entry Signs
  - d. Village Kiosk Sign
  - e. Primary/Secondary Street Sign Posts
  - f. Bike Path Signage
  - g. Village Street Name Signs
  - h. Village Street Sign Frames
  - i. Secondary Street Signs
  - j. Village Parcel Signage
2. Prepare an overall **Diagrammatic Signage Location Plan** indicating recommended locations within the Village for each of the sign types.
3. Prepare a **Preliminary Construction Cost Opinion** including each sign type.
4. (Mtg #3) Meet with Village staff to review the alternative signage concepts and supporting information.
5. Coordinate with Village staff who will conduct an online **Public Survey** of the alternative signage concepts to solicit input on the preferred concept (or combination of concepts) to advance.
6. Refine the **Preferred Signage Concept** (or combination of concepts), Location Plan and Cost Opinion into one preferred family of signage based on input received.
7. (Mtg #4) Review the preferred signage concept, location plan and costs with Village staff and identify implementation priorities and strategies moving forward.
8. Prepare a full-size **Signage Mock-Up** for each primary sign type to solicit public input.
9. Finalize the recommendations based on input received and prepare an **Implementation Plan** indicating recommended phases, costs, permitting requirements, and anticipated schedule.
10. Prepare a concise **Signage Master Plan** document summarizing the process and consensus recommendations.
11. (Mtg #5) Review the Signage Master Plan recommendations with Village staff.
12. Finalize the Signage Master Plan based on input received.
13. Submit the Signage Master Plan to Village staff who will present the recommendations to the Park Board, Architectural Review Board, and Village Board as appropriate.

*Deliverables:* **Alternative Signage Concepts, Diagrammatic Signage Location Plan, Preliminary Construction Cost Opinion, Preferred Signage Concept, Signage Mock-Up, Implementation Plan, Signage Master Plan**



### **Final Design**

Final Design services including preparation of plans and specifications suitable for competitive bidding and construction can be provided following completion of the Preliminary Design phase based on the scope, scale, and complexity of the approved preliminary design.

### **General Project Administration**

We will manage the performance of our own work throughout the term of the contract by providing the following services:

#### **A. Communications**

1. Schedule, create agendas and summarize the highlights of periodic meetings.
2. Rehearse, attend and present at public forums identified.
3. Collect and disseminate communications from other parties.
4. Periodically inform your representative about our progress.

#### **B. Schedules**

1. Create, periodically update and distribute the project schedule.
2. Coordinate the activities of our staff.

#### **C. Staffing**

1. Select and assign staff members and/or consultants to appropriate tasks and services.

#### **D. File Maintenance**

1. Establish and maintain appropriate correspondence, financial, drawing and data files.
2. Maintain appropriate time and expense records.

### **Optional, Additional Services**

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



## Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 22 East Chicago Avenue, Suite 200A, Naperville, Illinois 60540** and **The Village of Lincolnshire (Client), One Olde Half Day Road, Lincolnshire, Illinois 60069** is entered into on December 9, 2019, and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions and Acceptance.

### PART ONE: PROJECT DESCRIPTION

The project consists of Preliminary Design Services for the **Village of Lincolnshire Comprehensive Signage Program Update.**

### PART TWO: PROJECT TEAM

Village of Lincolnshire Representative: Bradford Woodbury, Public Works Director  
Hitchcock Design Group Representative: Tim King, Principal

### PART THREE: BASIC SERVICES

The attached **Scope of Services** is made a part of this Agreement.

### PART FOUR: SCHEDULE

The Research, Analysis and Programming phase will begin upon authorization. The overall project schedule will be determined during the Research, Analysis and Programming phase.

### PART FIVE: COMPENSATION AND PAYMENT

#### Fee Type and Amount

Client agrees to compensate HDG for the Authorized Scope of Services described in Part Three of this Agreement as follows:

#### PRELIMINARY DESIGN SERVICES

A.	Research, Analysis and Programming	\$15,000	Fixed Fee
B.	Schematic Design	\$25,000	Fixed Fee (Estimated, to be confirmed following completion of Part A)
<hr/>		Total Fee:	\$40,000 Fixed Fee

#### Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

#### Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost. Mileage is calculated at the current IRS reimbursable rate.

#### Standard Rates

The attached Billing Rates are made a part of this Agreement.

#### Payment

##### Invoices

Each month, HDG will provide an invoice by email to you and your accounting professional, that describes the invoice period, the services rendered, fees and expenses due, payment due

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Suite 200 A  
Naperville, Illinois 60540  
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date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

#### *Progress Payments*

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Payment of each invoice is due upon receipt and will be past due if not paid in full within 30 days of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days of receipt regarding the Client's objection and pay the undisputed invoice amount in accordance with this Agreement.

#### *Interest and Collection Costs*

Client agrees to pay a finance charge of 1½% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed.

### **PART SIX: CLIENT RESPONSIBILITIES**

#### **Representation**

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

#### **Program Requirements**

Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.

#### **Existing Conditions**

Client agrees to provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

#### **Access**

Client agrees to provide HDG and its sub consultants access to the property for observation.

#### **Specialized Consultation**

Client agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

#### **Changed Conditions**

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

#### **Financing**

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.



**Permits**

Unless specifically described in HDG's Basic Services, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

**Delay**

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

**Maintenance**

Client agrees that proper project maintenance is required after the project is complete and that a lack of or improper maintenance may result in damage to property or persons. Client further agrees that HDG is not responsible for the results related to any lack of or improper maintenance.

**Client Expense**

Client agrees to comply with Part Six of this Agreement at its own expense.

**PART SEVEN: ADDITIONAL CONDITIONS**

**Standard of Care**

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

**Suspension of Services**

If Client has not paid HDG's invoice within 90 days of the invoice date, or if Client has an open aggregate account balance of more than \$10,000 or 25% of our professional fees, whichever is less, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

**Termination of Services**

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

**Ownership of Documents**

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees to defend and hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not



represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

#### **Credit**

Client agrees to give HDG proper credit for its professional services in Client's official communications, published articles, and temporary project identification signage.

#### **Risk Allocation and Indemnity**

HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client agrees to defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to our deliverables by others without our authorization, or for damages, which may occur because of the improper or negligent work of others.

Client agrees to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by Client resulting from such delay caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. Client further agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. Client also agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation, or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of HDG and its sub consultants.

#### **Limitation of Liability**

Client agrees to limit any claim made against HDG to the amount of compensation actually paid to HDG under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory.

#### **Insurance**

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance are available on request.

#### **Waiver of Subrogation**

Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

#### **Quantity and Cost Opinion**

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for



Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

**Third Party Approvals**

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

**Dispute Resolution**

Both parties agree to submit disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation with a mutually agreed upon mediator before initiating any litigation. Demand for mediation shall be made by written request to the other party. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and both parties agree to mediate in good faith. Mediation fees shall be shared equally.

In the event that mediation does not resolve the dispute(s) within 90 days of demand, either party may pursue its rights through litigation in a court of appropriate jurisdiction. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

**Choice of Law**

This Agreement is governed by the laws of the County of DuPage and the State of Illinois.

**Authorization**

If HDG is authorized to commence and/or continue providing services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, Client agrees to compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

**Extent**

This contract constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

**PART EIGHT: ACCEPTANCE**

Please sign and return this Agreement. A countersigned agreement will be returned to you.

Accepted: \_\_\_\_\_  
Authorized Village of Lincolnshire Representative

Accepted: \_\_\_\_\_  
Timothy C. King, Principal  
Hitchcock Design Group



## Standard Billing Rates and Expenses

Effective April 22, 2019

### Billing Rates

Senior Principal	\$265
Principal	\$195
Senior Associate	\$150
Associate	\$125
Junior Associate	\$105

### Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel and reproduction expenses at 115% of our cost. We will invoice mileage in personal or company-owned cars at 115% of the current IRS reimbursement rate.