



**AGENDA**  
**COMMITTEE OF THE WHOLE MEETING**  
**Village Hall – Community Room**  
**Monday, January 26, 2015**  
**Immediately following Regular Village Board Meeting**

*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.*

*The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.*

**CALL TO ORDER**

**1.0 ROLL CALL**

**2.0 APPROVAL OF MINUTES**

- 2.1 Acceptance of the January 12, 2015 Committee of the Whole Meeting Minutes

**3.0 ITEMS OF GENERAL BUSINESS**

3.1 Planning, Zoning and Land Use

- 3.11 Preliminary Evaluation of a Special Use to permit an Assembly Use operation within an existing cinema complex (Regal Lincolnshire Stadium 21 and IMAX Cinemas) for religious uses (Willow Creek Community Church, Inc.).

3.2 Finance and Administration

3.3 Public Works

- 3.31 Consideration and Discussion of an Ordinance Amending Chapter 15 of Title 1 Comprehensive Fee Schedule of the Lincolnshire Village Code to Update Water Meter Fees (Village of Lincolnshire)
- 3.32 Consideration and Discussion of Awarding a Contract to City Construction Company, Inc. for the Village of Lincolnshire 2015 Water Main Replacement Project at a Cost of \$999,502.50. ( Westwood Lane, Middlebury Lane and Bedford Court - Village of Lincolnshire)
- 3.33 Consideration and Discussion of Awarding a Professional Service Contract to Baxter & Woodman Consulting Engineers for Construction Observation Services Related the Fox Trail and Westwood Lane Watermain Replacement Project at a cost not to Exceed \$74,230.00 (Village of Lincolnshire)
- 3.34 Consideration and Discussion of a Park Board Recommendation to Approval the Lincolnshire Sports Association's Request to Donate Home Run Fencing and Field Maintenance Costs in Lieu of Fees from LSA Affiliate, Slammers Baseball and Softball Training Academy (Lincolnshire Sports Association)

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**



**MINUTES**  
**COMMITTEE OF THE WHOLE MEETING**  
**Monday, January 12, 2015**

Present:

Mayor Blomberg

Trustee Feldman

Trustee McDonough

Trustee McAllister

~~Village Treasurer Curtis~~

Village Manager Burke

~~Finance Director Peterson~~

~~Community & Economic Development~~

~~Director McNellis~~

~~Trustee Brandt~~

Trustee Grujanac

Trustee Servi

Village Clerk Mastandrea

Village Attorney Simon

Chief of Police Kinsey

~~Public Works Director Woodbury~~

Operations Superintendent Pippen

**ROLL CALL**

Mayor Blomberg called the meeting to order at 7:13 p.m. and Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the December 8, 2014 Committee of the Whole Meeting Minutes.**

The minutes of the December 8, 2014 Committee of the Whole Meeting were approved as submitted.

**3.0 ITEMS OF GENERAL BUSINESS**

**3.1 Planning, Zoning and Land Use**

**3.11 Consideration and Discussion of Multi-Year Service Agreement for GIS Services (Village of Lincolnshire)**

Village Manager Burke provided a summary of the proposed multi-year Agreement for GIS services. This is based on previous agreements the Board has reviewed and approved annually.

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

3.2 Finance and Administration

**3.21 Consideration and Discussion of Approving Certain Closed Session Minutes and Authorizing the Village Clerk to Make Certain Meeting Minutes Available for Public Inspection Second Review 2014 and Authorizing the Destruction of Certain Audio Recordings of Closed Session Minutes (Village of Lincolnshire)**

Village Manager Burke noted in accordance with the Open Meetings Act, staff presents executive session minutes to the Board twice a year for review and approval.

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

3.3 Public Works

**3.31 Consideration and Discussion of Purchase of 25-Yard Self-Contained Trailer Mounted Leaf Machine from Old Dominion Brush Company, Inc., Richmond, Virginia, in an Amount not to Exceed \$67,337.68 (Village of Lincolnshire)**

Operations Superintendent Phippen provided a summary of the request to replace the current leaf machine through the National Joint Powers Alliance Cooperative Purchase Program, who the Village has utilized in the past. This machine is to replace a machine refurbished in 2012.

Trustee Feldman asked what would happen to the old machine. Operations Superintendent Phippen stated the old machine would be auctioned off.

Trustee Servi asked how many machines the Village will own. Operations Superintendent Phippen stated in total, the Village will own three machines with the purchase of the proposed machine and the auction of the old.

Trustee Grujanac asked if the Village purchased a new machine in 2014. Operations Superintendent Phippen noted the Village bid for a new machine but rejected the bid. Village Manager Burke clarified, the 2014 bid was not rejected but the Village terminated the contract for purchase due to delays on the part of the vendor in providing the machine in a timely basis.

A brief discussion regarding the replacement schedule for the leaf machines followed.

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

3.4 Public Safety

**3.41 Consideration and Discussion of an Amendment to Section 3-3-2-6 of Title 3-3, Liquor Control, for the Creation and Issuance of a Class “B” Liquor License for Starfish Sushi, LLC, (Starfish Sushi)**

Chief of Police Kinsey provided a summary of the proposed Amendment for the creation of a Class “B” liquor license for Starfish Sushi, LLC.

Village Attorney asked if this should be approved on the consent agenda in February as opposed to January. Chief of Police Kinsey noted he holds the license until the applicant is ready and would not want to hold things up for the business. Village Manager Burke noted approval in advance would be important for the owner as they were hesitant to obtain a building permit prior to having an indication their application for liquor license would receive Board support.

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

**3.42 Consideration and Discussion of an Amendment to Section 3-3-2-6 of Title 3-3, Liquor Control, for the Creation and Issuance of a Class “J” Liquor License for Platinum Restaurants, LLC, (Eddie Merlot’s Prime Aged Beef and Seafood)**

Chief of Police Kinsey provided a summary of the proposed Amendment for the creation of a Class “J” liquor license for Platinum Restaurants, LLC. This is for the sale of packaged alcohol. The establishment already has a Class “B” liquor license.

Trustee Feldman asked if the liquor licenses had to be renewed. Chief of Police Kinsey stated all liquor licenses are renewed annually.

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

- 3.5 Public Safety
- 3.6 Parks and Recreation
- 3.7 Judiciary and Personnel
  
- 4.0 **UNFINISHED BUSINESS**  
Trustee Servi asked if there is any progress for volunteers for other Boards. Village Manager Burke noted one application has been received but would welcome more applications for volunteers.
  
- 5.0 **NEW BUSINESS**
  
- 6.0 **EXECUTIVE SESSION**
  
- 7.0 **ADJOURNMENT**  
Trustee Servi moved and Trustee Grujanac seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Blomberg declared the meeting adjourned at 7:26 p.m.

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole**  
**January 26, 2015**

<b>Subject:</b>	Willow Creek Community Church Special Use Request
<b>Action Requested:</b>	Preliminary Evaluation of a Special Use to permit an Assembly Use operation within an existing cinema complex (Regal Lincolnshire Stadium 21 and IMAX Cinemas) for religious uses.
<b>Petitioner:</b>	Willow Creek Community Church
<b>Originated By/Contact:</b>	Stephen Robles, Village Planner Department of Community & Economic Development
<b>Advisory Board Review:</b>	Zoning Board

**Background:**

- The subject premises located at 300 Parkway Drive currently operates as a 21 screen Regal Cinema theater, approved as part of the CityPark Planned Unit Development (PUD) by Ordinance No. 97-1507-31.
- The underlying zoning of the property is B2 - General Business District, which permits the current theater use.
- Recent amendments to the Village's permitted and special uses of non-residential zoning districts (December 8, 2014) now classifies theaters, religious uses, convention centers, and other places of assembly inclusively as "Assembly Uses". Assembly uses are a permitted Special Use within the B2 District.

**Preliminary Evaluation Summary:**

- Willow Creek Community Church (hereinafter the "Church") seeks a Special Use for an Assembly Use to conduct religious services for a temporary period within a portion of the Regal Cinemas theater space located at CityPark.
- From preliminary assessment of this request, Regal Cinemas has sufficient interior auditorium space and parking supply to accommodate the proposed Church use.
- Per the attached letter by Mr. Larry Freedman, legal representative for the Church, the Church actively seeks a permanent location within Lincolnshire. From the December 8<sup>th</sup> Board discussion, the Village is aware the Church anticipates occupying the existing vacant office/warehouse building at 625 Barclay Boulevard.
- In the interim of finalizing the leasing terms and site renovations for the Barclay property, the Church seeks temporary operations within Regal Cinemas.
- This request requires the issuance of a Special Use for Assembly Uses within the B2 District. Following this preliminary evaluation meeting, the Zoning Board will conduct a Public Hearing to review the Findings of Fact for the Special Use request. The Zoning Board recommendation will return to the Village Board for final determination.

**At the Zoning Board public hearing, Staff intends to raise and discuss the following:**

1. Expiration of Special Use: Given the Church's timeframe for securing permanent facilities, and the unknown long-term impacts of a non-revenue generating use in this space, Staff believes a temporary Special Use with a one-year expiration date is appropriate. This will help ensure the movie theater operation and admission tax remain as originally approved for this site.

2. Potential of Loss in Admissions Tax: For each movie ticket transaction, the Village receives a portion of the sale in admissions tax. The Village should be mindful of any potential loss in tax revenue from the Church's occupancy of a proposed maximum of 10 theater auditoriums (Sundays only). Staff understands Regal Cinemas staggers movie start times and would shift any Sunday morning showing to available theaters to avoid disruptions in movie services. Prior to Zoning Board review, Staff will request written confirmation from Regal Cinemas Lincolnshire identifying the continuation of movie showings without any sacrifice in revenues.
  
3. Signage: Specific details on site identification for the Church's occupancy within Regal Cinemas will need to be addressed. Permanent signage is not appropriate given the temporary nature of the Church's occupancy, as identified in the attached letter. Use of temporary signage is anticipated, and the Church would be subject to the Temporary Sign provisions applicable to all non-residential properties in Lincolnshire

**Recommendation:**

Preliminary feedback from the Village Board for a Special Use for an Assembly Use, on a temporary basis, for a Zoning Board Public Hearing.

**Reports and Documents Attached:**

- Presentation Packet, prepared by Larry Freedman, dated January 20, 2015.

<b>Meeting History</b>	
Current Village Board Evaluation (COW):	January 26, 2015

LAW OFFICES

ASH, ANOS FREEDMAN & LOGAN, L.L.C.  
77 WEST WASHINGTON STREET - SUITE 1211  
CHICAGO, ILLINOIS 60602

LAWRENCE M. FREEDMAN  
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BARRY ASH  
GEORGE J. ANOS, 1951-2005  
JOSEPH ASH, 1951-2012

January 20, 2015

VIA EMAIL

Mayor Brett Blomberg and Members of the  
Board of Trustees of the Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

Re: 300 Parkway Drive  
Our File No. 14-60

Dear Mayor Blomberg and Members of the Board of Trustees:

I represent Willow Creek Community Church, Inc., which is actively seeking a permanent location in the Village from which to operate as a Christian Church for worship, religious, charitable, and related uses and activities. The Church is hopeful of finalizing its search for a permanent location and appearing before you very soon for a preliminary evaluation. In the interim, the Church requesting a preliminary evaluation and referral to the Zoning Board of Appeals to consider the granting of a special use permit to allow the Church to temporarily use a portion of the Regal Theaters for Sunday morning services until a permanent location is located and approved. It is anticipated that the use of the Regal Theater facility will be likely be between nine and twelve months.

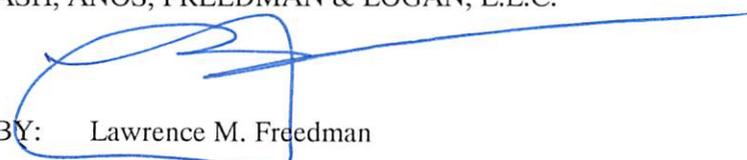
The Church will be leasing one wing of the Regal Theatre building which contains ten auditoriums. The Church proposes two adult worship services at 8:30 am and 10:00 am on Sundays to be held in one of the auditoriums which will seat a maximum of 380 people. During adult services, separate services and religious programs will be conducted for children up to middle school age in other auditoriums. The Church also will provide childcare for children up to the age of 5 for parents who are attending the adult services. The Church does not foresee using more than seven of the ten auditoriums for such children's use and an eighth auditorium for volunteers assisting the operation. All Church activities will cease prior to 12 pm.

Attached for your reference is the Church's application.

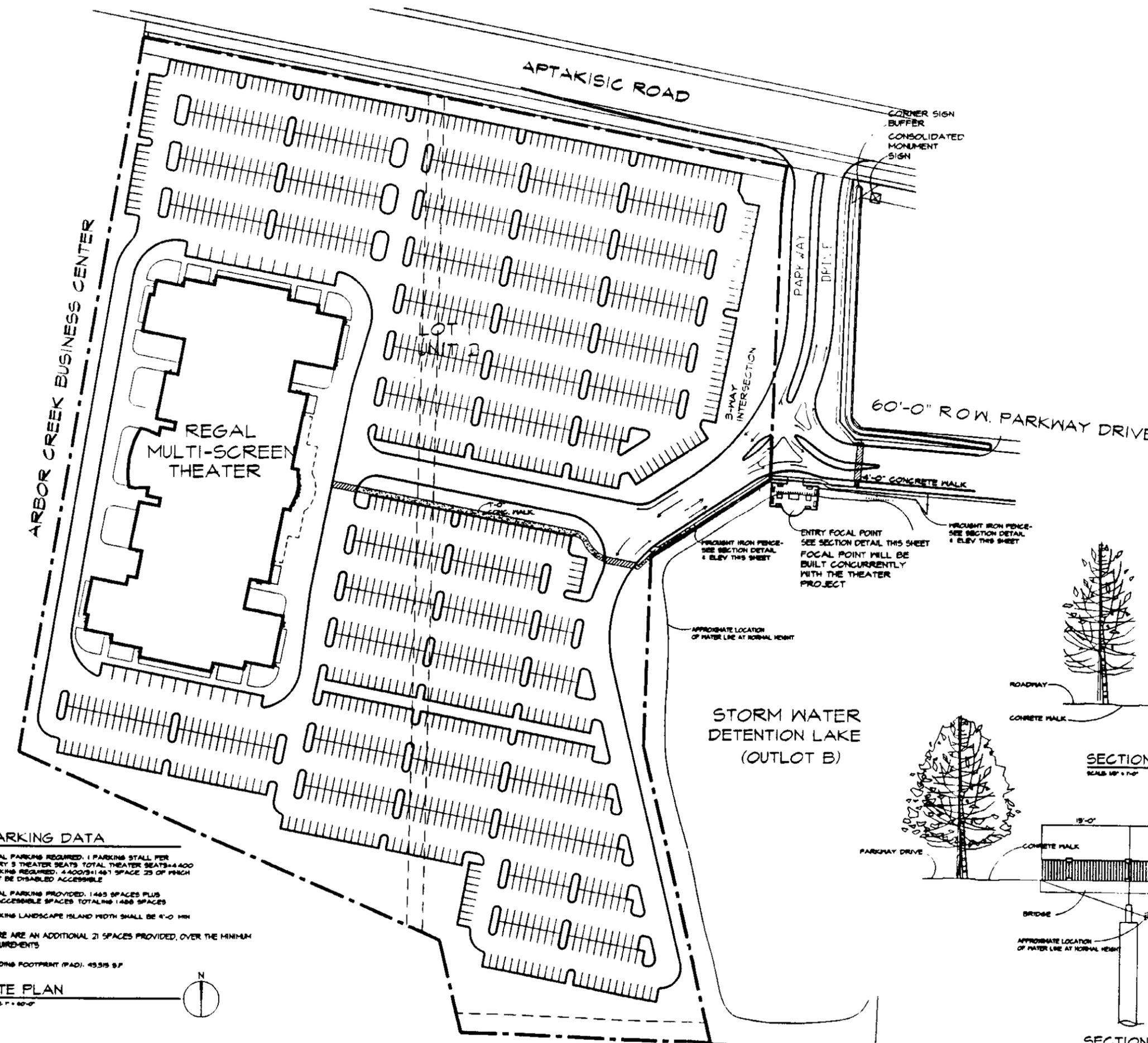
We are requesting that this matter be scheduled for your Committee of the Whole meeting on January 26, 2015, at which time representatives of the Church and myself will be present to answer any questions you may have. Thank you for your consideration.

Very truly yours,

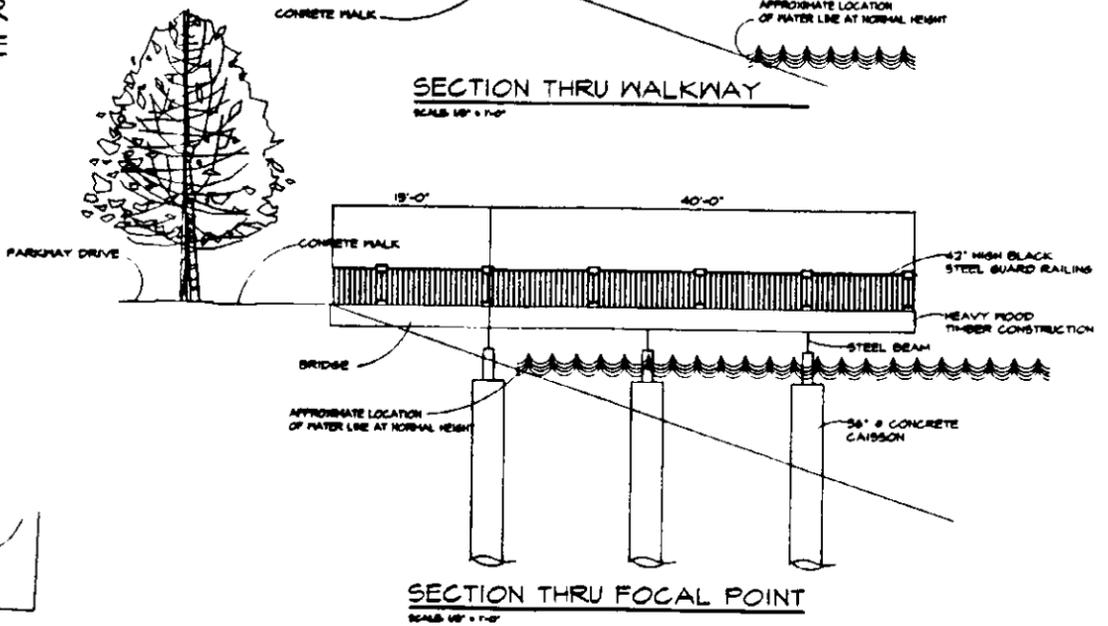
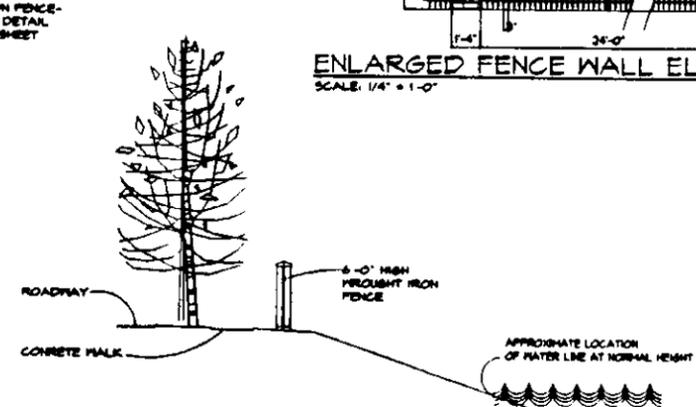
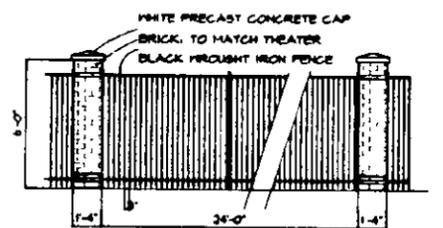
ASH, ANOS, FREEDMAN & LOGAN, L.L.C.

BY:  Lawrence M. Freedman

LMF:cas



**SITE DATA**  
 TOTAL SITE AREA: 812,805 SF (18.66 ACRES)  
 BUILDING FOOTPRINT: 40,810 SF (5.0% OF SITE)  
 GREEN SPACE: 317,521 SF (39.1% OF SITE)  
 PAVING: 504,346 SF (62.08% OF SITE)



**PARKING DATA**  
 TOTAL PARKING REQUIRED: 1 PARKING STALL PER EVERY 5 THEATER SEATS. TOTAL THEATER SEATS=4400  
 PARKING REQUIRED: 4400/5=1146.7 SPACES OF WHICH MUST BE DISABLED ACCESSIBLE

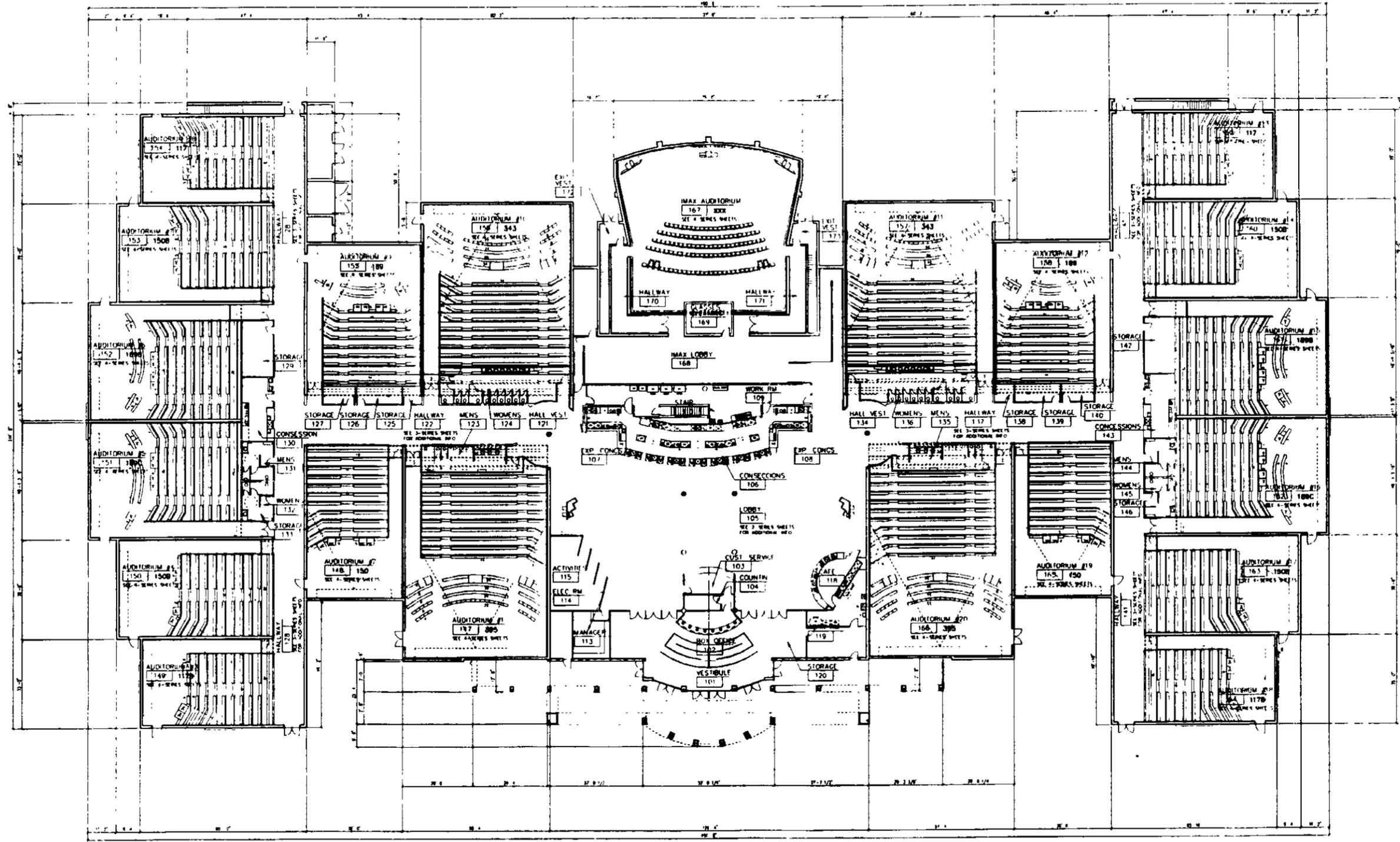
TOTAL PARKING PROVIDED: 1465 SPACES PLUS 25 ACCESSIBLE SPACES TOTALING 1490 SPACES  
 PARKING LANDSCAPE ISLAND WIDTH SHALL BE 8'-0" MIN

THERE ARE AN ADDITIONAL 21 SPACES PROVIDED, OVER THE MINIMUM REQUIREMENTS

BUILDING FOOTPRINT (PAD): 43,515 SF

**SITE PLAN**  
 SCALE: 1" = 60'-0"





SEAT TOTAL 4,400 SEATS  
BUILDING PAD 63,300 SQ FT

**FLOOR PLAN**  
SCALE 1/8" = 1'-0"

PLAN NORTH



**REQUEST FOR BOARD ACTION**  
**January 26, 2015**

**Subject:** Consideration and Discussion of an Ordinance Amending Chapter 15 of Title 1 Comprehensive Fee Schedule of the Lincolnshire Village Code to Update Water Meter Fees (Village of Lincolnshire)

**Action Requested:** Consideration, Discussion, and Placement on the Consent Agenda for the February 9, 2015 Village Board Meeting

**Originated By/Contact:** Terry Hawkins, Utilities Superintendent

**Referred To:** Village Board

**Summary / Background:**

Staff requests an amendment of the Comprehensive Fee schedule to reflect the revised cost of water meters. As a reminder, these fees are paid at the time a structure is constructed and the new meter is installed.

The increase in fee is passed along from the vendor, with no change in the cost of Village services

Residential meters are installed by Utilities Department personnel. Meter fees include purchase of the meter, inspection, all accessories, administrative costs and installation.

Commercial meter installation is performed by the contractor. Meter fee includes purchase of the meter, all accessories, administrative costs, and inspection.

**Recommendation:** Staff recommends adoption and approval the proposed revision to the Code on the February 9, 2015 Regular Village Board meeting.

**Reports and Documents Attached:**

- Proposed Ordinance

Meeting History	
Initial Referral to Village Board (COW):	January 26, 2015
Regular Village Board Meeting:	February 9, 2015

**ORDINANCE NO. 12-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 15 OF TITLE 1 – COMPREHENSIVE FEE SCHEDULE, CHAPTER 3-3 OF TITLE 5 – BUILDING FEES AND CHARGES, AND OTHER SECTIONS RELATED TO THE ESTABLISHMENT OF FEES OF THE LINCOLNSHIRE VILLAGE CODE**

**WHEREAS**, from time to time the Village reviews its codes and regulations of public ways and facilities to ensure that they are up to date and that they regulate matters as intended by the Village; and

**WHEREAS**, the Village Staff recently undertook a review of the Lincolnshire Municipal Code for those purposes, and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt revised regulations governing driveway; and

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Municipal Code amendments;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, ACTING IN THE EXERCISE OF THEIR HOME RULE POWERS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings of the Mayor and Board of Trustees.

**SECTION TWO:** Section 1-15 of the Village Code of the Village of Lincolnshire, under the title “Comprehensive Fee Schedule”, shall be revised as follows:

**METER PURCHASE FEES**

<b><u>METER</u></b>	<b>BDS</b>	<b>FEE</b>	<b>CODE SECTION</b>
3/4" M-25 meter with ORION ME encoder and brass connection set	123	<del>\$315.00</del> <b>\$335.00</b>	8-2A-2(E)

3/4" M-35 meter (short) with ORION ME encoder and brass connection set	123	<del>\$345.00</del> <b>\$365.00</b>	8-2A-2(E)
1" M-55 meter with ORION ME encoder and brass connection set	123	<del>\$405.00</del> <b>\$430.00</b>	8-2A-2(E)
1" M-70 meter with ORION ME encoder and brass connection set	123	<del>\$435.00</del> <b>\$460.00</b>	8-2A-2(E)
1-1/2" M-120 elliptical long meter, ORION ME encoder , with cast iron connection set	123	<del>\$635.00</del> <b>\$675.00</b>	8-2A-2(E)
2" Recordall compound meter, ORION ME encoder, with cast iron round connection set	123	<del>\$2,215.00</del> <b>\$2,325.00</b>	8-2A-2(E)
3" Recordall compound meter, ORION ME encoder, with cast iron round connection set	123	<del>\$2,530.00</del> <b>\$2,685.00</b>	8-2A-2(E)
4" Recordall compound meter, ORION ME encoder , with cast iron round connection set	123	<del>\$3,790.00</del> <b>\$4,050.00</b>	8-2A-2(E)
6" Recordall compound meter, ORION ME encoder , with cast iron round connection set	123	<del>\$5,280.00</del> <b>\$5,650.00</b>	8-2A-2(E)

Residential meters are installed by Water Department personnel. Meter fee includes purchase of the meter, inspection, all accessories, administrative costs and installation.

Commercial meter installation is performed by the contractor. Meter fee includes purchase of the meter, all accessories, administrative costs, and inspection.

- END OF SECTION -

**SECTION TWO:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

**PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015** by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED this \_\_\_ day of \_\_\_\_\_, 2015.**

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Brett Blomberg  
Mayor

ATTEST:

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Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION  
January 26, 2015**

**Subject:** Awarding a Contract to City Construction Company Inc. for construction of the 2015 Water Main Replacement Project at a cost of \$999,502.50.(Westwood Lane, Middlebury Lane and Bedford Court - Village of Lincolnshire)

**Action Requested:** Consideration, Discussion, and Placement on the Consent Agenda for Approval at the February 9, 2015 Village Board Meeting

**Originated By/Contact:** Terry Hawkins, Utilities Superintendent

**Referred To:** Village Board

**Summary / Background:**

In April of 2014, the Village Board approved a contract with Baxter & Woodman Consulting Engineers to oversee the design, permitting and bid phase of the Village's 2015 Water Main Replacement Project as outlined in the approved 10-Year Capital Improvement Plan and included in the 2015 Budget.

The 2015 Water Main Replacement Project work is located at Riverwoods Road and Fox Trail and includes replacement of water main on Westwood Lane, Middlebury Lane and Bedford Court. Staff recommends replacing these water mains due to numerous pipe failures resulting from corrosive soil conditions.

On December 10, 2014, the Village received 14 bids to construct this project ranging in amounts from \$999,502.50 to \$1,406,150.00. The project consists of replacing 3,450 feet of 8" water main and rehabilitation of 60 feet of pipe using interior lining techniques. This construction project is estimated to take a total of three months to complete. In order to provide a safe and reliable source of drinking water to our residents staff recommends proceeding with and awarding the contract to City Construction Company Incorporated.

**Budget Impact:** The 2015 budget contains funding in the amount of \$1,125,000.00 for this project in account number 07-01-81-5020 of the Water & Sewer Improvement fund.

**Recommendation:** Staff recommends approval of a contract with City Construction Company Inc. for this project. Baxter & Woodman Consulting Engineers has provided the attached letter of recommendation.

**Reports and Documents Attached:**

- Baxter & Woodman Engineering Letter to Award Recommendation
- Lincolnshire Bid Tab

Meeting History	
Initial Referral to Village Board (COW):	January 26, 2015
Regular Village Board Meeting:	February 9, 2015

Village of Lincolnshire, Water Main Replacement, December 10, 2014		Engineer's Estimate		City Construction Company, Inc.		Lenny Hoffman Excavating, Inc.		DiMeo Bros. Inc.		Glenbrook Exc. & Concrete, Inc.		Sheridan Plumbing & Sewer Inc.		Merrymen Excavation, Inc.		Berger Excavating Contractors, Inc.		
Bid Tabulation	Approximate Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1.2	CURED-IN-PLACE-PIPE (WATER MAIN) 8-inch (Riverwoods Rd.) 8-inch (Bedford Ct. Sideyard)	43 lin. ft. 352 lin. ft.	\$160.00 \$140.00	\$6,880.00 \$49,280.00	\$330.00 \$224.00	\$14,190.00 \$78,848.00	\$355.00 \$208.00	\$15,265.00 \$73,216.00	\$200.00 \$230.00	\$8,600.00 \$80,960.00	\$160.00 \$220.00	\$6,880.00 \$77,440.00	\$125.00 \$205.00	\$5,375.00 \$72,160.00	\$261.00 \$256.50	\$11,223.00 \$90,288.00	\$470.00 \$225.00	\$20,210.00 \$79,200.00
1.3	WATER MAIN (OPEN CUT): 8-inch - RJT 8-inch 6-inch - RJT	294 lin. ft. 3,154 lin. ft. 52 lin. ft.	\$80.00 \$80.00 \$65.00	\$23,520.00 \$252,320.00 \$3,380.00	\$56.25 \$46.25 \$40.50	\$16,537.50 \$145,872.50 \$2,106.00	\$80.00 \$65.50 \$56.00	\$23,520.00 \$206,587.00 \$2,912.00	\$79.00 \$72.00 \$56.00	\$23,226.00 \$227,088.00 \$2,912.00	\$80.00 \$75.00 \$90.00	\$23,520.00 \$236,550.00 \$4,680.00	\$115.00 \$90.00 \$85.00	\$33,810.00 \$283,860.00 \$4,420.00	\$65.40 \$65.60 \$68.70	\$19,227.60 \$206,902.40 \$3,572.40	\$84.15 \$78.00 \$117.50	\$24,740.10 \$246,012.00 \$6,110.00
1.4	CASING PIPE (OPEN CUT): 18-inch	327 lin. ft.	\$70.00	\$22,890.00	\$70.00	\$22,890.00	\$80.00	\$26,160.00	\$100.00	\$32,700.00	\$100.00	\$32,700.00	\$85.00	\$27,795.00	\$73.20	\$23,936.40	\$84.00	\$27,468.00
1.5	WATER MAIN FITTINGS (R.J.T.):	4,400 pounds	\$5.00	\$22,000.00	\$4.05	\$17,820.00	\$0.01	\$44.00	\$4.00	\$17,600.00	\$5.00	\$22,000.00	\$4.00	\$17,600.00	\$3.60	\$15,840.00	\$0.01	\$44.00
1.6	CONNECTION TO WATER MAIN (NON-PRESSURE) 8-inch	4 each	\$3,000.00	\$12,000.00	\$4,560.00	\$18,240.00	\$3,588.00	\$14,356.00	\$5,000.00	\$20,000.00	\$2,500.00	\$10,000.00	\$8,000.00	\$32,000.00	\$1,291.00	\$5,164.00	\$3,350.00	\$13,400.00
1.7	GATE VALVE: 8-inch	7 each	\$1,500.00	\$10,500.00	\$1,483.25	\$10,382.75	\$1,546.00	\$10,822.00	\$2,200.00	\$15,400.00	\$1,500.00	\$10,500.00	\$2,500.00	\$17,500.00	\$1,753.28	\$12,272.96	\$1,850.00	\$12,950.00
1.8	VALVE VALLT: 4-foot diameter	7 each	\$1,500.00	\$10,500.00	\$2,441.25	\$17,088.75	\$2,550.00	\$17,850.00	\$2,000.00	\$14,000.00	\$2,500.00	\$17,500.00	\$2,375.00	\$16,625.00	\$1,759.16	\$12,314.12	\$2,400.00	\$16,800.00
1.9	FIRE HYDRANT:	9 each	\$4,000.00	\$36,000.00	\$4,780.00	\$43,020.00	\$4,632.00	\$41,688.00	\$4,500.00	\$40,500.00	\$4,200.00	\$37,800.00	\$4,900.00	\$44,100.00	\$4,640.00	\$41,760.00	\$5,700.00	\$51,300.00
1.10	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	20 cu. yds.	\$75.00	\$1,500.00	\$58.00	\$1,160.00	\$52.00	\$1,040.00	\$32.00	\$640.00	\$75.00	\$1,500.00	\$20.00	\$400.00	\$96.90	\$1,938.00	\$84.00	\$1,680.00
1.11	WATER SERVICE RECONNECTION Short, 1' Long, 1' Extra Long, 1.5' (Sheet 13)	24 each 24 each 2 each	\$1,350.00 \$1,850.00 \$4,500.00	\$32,400.00 \$44,400.00 \$9,000.00	\$1,238.00 \$1,681.50 \$3,655.00	\$29,712.00 \$40,356.00 \$7,310.00	\$1,785.00 \$2,245.00 \$6,318.00	\$42,840.00 \$53,880.00 \$12,636.00	\$1,800.00 \$2,800.00 \$3,800.00	\$43,200.00 \$67,200.00 \$7,000.00	\$1,500.00 \$2,000.00 \$3,800.00	\$36,000.00 \$48,000.00 \$7,600.00	\$1,400.00 \$2,300.00 \$4,000.00	\$33,600.00 \$55,200.00 \$8,000.00	\$2,108.00 \$2,624.00 \$4,077.00	\$50,592.00 \$62,976.00 \$8,154.00	\$1,725.00 \$2,125.00 \$4,775.00	\$41,400.00 \$51,000.00 \$9,550.00
1.12	SOIL TESTS FOR CONTAMINANTS:	2 each	\$1,750.00	\$3,500.00	\$3,300.00	\$6,600.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00	\$717.00	\$1,434.00	\$2,800.00	\$5,600.00
1.13	CONTAMINATED WASTE DISPOSAL:	20 tons	\$150.00	\$3,000.00	\$193.00	\$3,860.00	\$35.00	\$700.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$25.00	\$500.00	\$116.00	\$2,320.00	\$55.60	\$1,112.00
1.14	UTILITY LOCATE:	2 each	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$417.00	\$834.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$2,885.00	\$5,770.00	\$825.00	\$1,650.00
1.15	GRANULAR BACKFILL:	3,448 lin. ft.	\$40.00	\$137,920.00	\$25.50	\$87,924.00	\$48.50	\$167,228.00	\$35.00	\$120,880.00	\$50.00	\$172,400.00	\$42.00	\$144,816.00	\$57.60	\$198,604.80	\$52.00	\$179,296.00
1.16	EROSION AND SEDIMENTATION CONTROL Inlet Protection Filters	20 each	\$25.00	\$500.00	\$127.00	\$2,540.00	\$166.00	\$3,320.00	\$155.00	\$3,100.00	\$125.00	\$2,500.00	\$100.00	\$2,000.00	\$302.00	\$6,040.00	\$185.00	\$3,700.00
1.17	PAVEMENT RESTORATION: HMA Street - 6" Class D Patch HMA Driveway - 4" Brick Driveway - 8" PCC Curb and gutter	4,550 sq. yds. 20 sq. yds. 10 sq. yds. 550 lin. ft.	\$70.00 \$40.00 \$125.00 \$40.00	\$318,500.00 \$800.00 \$1,250.00 \$22,000.00	\$67.00 \$61.00 \$28.00 \$35.00	\$304,850.00 \$1,220.00 \$280.00 \$19,250.00	\$50.00 \$81.00 \$190.00 \$10.00	\$227,500.00 \$1,620.00 \$1,900.00 \$5,500.00	\$50.00 \$105.00 \$125.00 \$25.00	\$227,500.00 \$2,100.00 \$1,250.00 \$13,750.00	\$45.00 \$40.00 \$250.00 \$30.00	\$204,750.00 \$800.00 \$2,500.00 \$16,500.00	\$38.85 \$50.00 \$85.00 \$28.00	\$176,767.50 \$1,000.00 \$850.00 \$15,400.00	\$44.20 \$59.70 \$179.00 \$54.70	\$201,110.00 \$1,194.00 \$1,790.00 \$30,085.00	\$41.00 \$84.00 \$110.00 \$33.00	\$186,550.00 \$1,680.00 \$1,100.00 \$18,150.00
1.18	RESTORATION OF LAWNS AND PARKWAYS: Topsoil and Sod	2,670 sq. yds.	\$15.00	\$40,050.00	\$20.00	\$53,400.00	\$5.00	\$13,350.00	\$13.00	\$34,710.00	\$11.00	\$29,370.00	\$12.50	\$33,375.00	\$10.40	\$27,768.00	\$12.15	\$32,440.50
1.19	PRECONSTRUCTION VIDEO RECORDING:	Lump Sum		\$2,000.00		\$1,000.00		\$800.00		\$1,500.00		\$2,500.00		\$1,000.00		\$1,075.00		\$1,100.00
1.20	TRAFFIC CONTROL AND PROTECTION:	Lump Sum		\$5,000.00		\$26,000.00		\$67,472.00		\$25,000.00		\$21,000.00		\$10,000.00		\$3,818.00		\$19,000.00
1.21	CLEARING AND GRUBBING	Lump Sum		\$1,910.00		\$3,300.00		\$1,000.00		\$5,000.00		\$15,000.00		\$5,000.00		\$5,377.00		\$15,000.00
1.22	REPLACEMENT OF DRAIN TILES	60 lin. ft.	\$50.00	\$3,000.00	\$18.00	\$1,080.00	\$20.00	\$1,200.00	\$25.00	\$1,500.00	\$60.00	\$3,600.00	\$45.00	\$2,700.00	\$51.50	\$3,090.00	\$64.00	\$3,840.00
1.23	EXPLORATORY EXCAVATION	10 lin. ft.	\$100.00	\$1,000.00	\$120.00	\$1,200.00	\$65.00	\$650.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$12.00	\$120.00	\$52.60	\$526.00	\$115.00	\$1,150.00
1.24	CONSTRUCTION LAYOUT AND STAKING	Lump Sum		\$5,000.00		\$8,250.00		\$6,500.00		\$15,000.00		\$7,500.00		\$3,150.00		\$7,766.00		\$5,200.00
1.25	ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES:	Lump sum		\$10,000.00		\$8,165.00		\$8,000.00		\$5,000.00		\$7,500.00		\$15,000.00		\$19,985.00		\$15,000.00
1.26	WARRANTY PERIOD LEAK DETECTION:	Lump Sum		\$6,000.00		\$3,850.00		\$3,000.00		\$2,500.00		\$2,000.00		\$10,000.00		\$4,540.00		\$3,010.00
<b>TOTAL</b>				\$1,100,000.00		\$999,502.50		\$1,056,390.00		\$1,064,616.00		\$1,067,290.00		\$1,078,723.50		\$1,088,453.68		\$1,096,442.60

Village of Lincolnshire, Water Main Replacement, December 10, 2014		J. Congdon Sewer Service, Inc.		Gerardi Sewer & Water		Campanella & Sons, Inc.		Martam Construction, Inc.		Maneval Construction Co., Inc.		RA Mancini, Inc.		A Lamp Concrete Contractors, Inc.		
Bid Tabulation		Approximate Quantity		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1.2	CURED-IN-PLACE-PIPE (WATER MAIN)															
	8-inch (Riverwoods Rd.)	43 lin. ft.	\$475.00	\$20,425.00	\$400.00	\$17,200.00	\$807.00	\$34,701.00	\$242.00	\$10,406.00	\$460.22	\$19,789.46	\$244.00	\$10,492.00	\$200.00	\$8,600.00
	8-inch (Bedford Ct. Sideyard)	352 lin. ft.	\$265.00	\$93,280.00	\$240.00	\$84,480.00	\$287.00	\$101,024.00	\$261.00	\$91,872.00	\$266.63	\$93,853.76	\$254.00	\$89,408.00	\$245.00	\$86,240.00
1.3	WATER MAIN (OPEN CUT):															
	8-inch - RJT	294 lin. ft.	\$105.00	\$30,870.00	\$126.00	\$37,044.00	\$68.50	\$20,139.00	\$91.00	\$26,754.00	\$77.69	\$22,840.86	\$90.00	\$26,460.00	\$100.00	\$29,400.00
	8-inch	3,154 lin. ft.	\$100.00	\$315,400.00	\$120.00	\$378,480.00	\$72.95	\$230,084.30	\$76.00	\$239,704.00	\$71.89	\$226,741.06	\$66.00	\$208,164.00	\$95.00	\$299,630.00
	6-inch - RJT	52 lin. ft.	\$50.00	\$2,600.00	\$110.00	\$5,720.00	\$59.15	\$3,075.80	\$71.00	\$3,692.00	\$77.69	\$4,039.88	\$100.00	\$5,200.00	\$90.00	\$4,680.00
1.4	CASING PIPE (OPEN CUT):															
	18-inch	327 lin. ft.	\$60.00	\$19,620.00	\$75.00	\$24,525.00	\$73.25	\$23,952.75	\$91.00	\$29,757.00	\$103.36	\$33,798.72	\$91.00	\$29,757.00	\$150.00	\$49,050.00
1.5	WATER MAIN FITTINGS (R.J.T.):	4,400 pounds	\$0.01	\$44.00	\$2.75	\$12,100.00	\$5.55	\$24,420.00	\$3.00	\$13,200.00	\$2.78	\$12,232.00	\$1.00	\$4,400.00	\$8.00	\$35,200.00
1.6	CONNECTION TO WATER MAIN (NON-PRESSURE)															
	8-inch	4 each	\$3,000.00	\$12,000.00	\$3,250.00	\$13,000.00	\$3,936.00	\$15,744.00	\$2,660.00	\$10,640.00	\$3,410.40	\$13,641.60	\$1,850.00	\$7,400.00	\$2,500.00	\$10,000.00
1.7	GATE VALVE:															
	8-inch	7 each	\$2,000.00	\$14,000.00	\$1,750.00	\$12,250.00	\$1,770.00	\$12,390.00	\$1,620.00	\$11,340.00	\$1,856.00	\$12,992.00	\$1,500.00	\$10,500.00	\$2,250.00	\$15,750.00
1.8	VALVE VALLT:															
	4-foot diameter	7 each	\$1,500.00	\$10,500.00	\$1,500.00	\$10,500.00	\$3,167.00	\$22,169.00	\$3,000.00	\$21,000.00	\$1,930.24	\$13,511.68	\$2,100.00	\$14,700.00	\$2,500.00	\$17,500.00
1.9	FIRE HYDRANT:	9 each	\$5,000.00	\$45,000.00	\$4,500.00	\$40,500.00	\$4,900.00	\$44,100.00	\$4,320.00	\$38,880.00	\$5,201.44	\$46,812.96	\$5,160.00	\$46,440.00	\$4,500.00	\$40,500.00
1.10	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	20 cu. yds.	\$10.00	\$200.00	\$40.00	\$800.00	\$100.20	\$2,004.00	\$78.00	\$1,560.00	\$69.60	\$1,392.00	\$85.00	\$1,700.00	\$50.00	\$1,000.00
1.11	WATER SERVICE RECONNECTION															
	Short, 1'	24 each	\$1,500.00	\$36,000.00	\$1,275.00	\$30,600.00	\$2,094.50	\$50,268.00	\$2,450.00	\$58,800.00	\$1,298.04	\$31,152.96	\$1,700.00	\$40,800.00	\$2,000.00	\$48,000.00
	Long, 1'	24 each	\$2,000.00	\$48,000.00	\$1,650.00	\$39,600.00	\$3,855.00	\$92,520.00	\$3,810.00	\$96,640.00	\$3,511.32	\$84,271.68	\$2,750.00	\$66,000.00	\$2,650.00	\$63,600.00
	Extra Long, 1.5' (Sheet 13)	2 each	\$3,000.00	\$6,000.00	\$5,750.00	\$11,500.00	\$7,220.50	\$14,441.00	\$4,880.00	\$9,760.00	\$11,405.12	\$22,810.24	\$7,880.00	\$15,760.00	\$4,500.00	\$9,000.00
1.12	SOIL TESTS FOR CONTAMINANTS:	2 each	\$50.00	\$100.00	\$1,250.00	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$1,890.00	\$3,780.00	\$3,130.00	\$6,260.00	\$3,500.00	\$7,000.00
1.13	CONTAMINATED WASTE DISPOSAL:	20 tons	\$27.00	\$540.00	\$45.00	\$900.00	\$92.95	\$1,859.00	\$74.00	\$1,480.00	\$92.80	\$1,856.00	\$90.00	\$1,800.00	\$100.00	\$2,000.00
1.14	UTILITY LOCATE:	2 each	\$750.00	\$1,500.00	\$350.00	\$700.00	\$1,322.00	\$2,644.00	\$450.00	\$900.00	\$290.00	\$580.00	\$1,060.00	\$2,120.00	\$500.00	\$1,000.00
1.15	GRANULAR BACKFILL:	3,448 lin. ft.	\$30.00	\$103,440.00	\$30.00	\$103,440.00	\$48.50	\$167,228.00	\$26.00	\$89,648.00	\$56.78	\$195,777.44	\$73.00	\$251,704.00	\$25.00	\$86,200.00
1.16	EROSION AND SEDIMENTATION CONTROL															
	Inlet Protection Filters	20 each	\$25.00	\$500.00	\$105.00	\$2,100.00	\$150.00	\$3,000.00	\$188.00	\$3,760.00	\$203.00	\$4,060.00	\$189.00	\$3,780.00	\$125.00	\$2,500.00
1.17	PAVEMENT RESTORATION:															
	HMA Street - 6" Class D Patch	4,550 sq. yds.	\$45.00	\$204,750.00	\$40.00	\$182,000.00	\$42.25	\$192,237.50	\$65.00	\$295,750.00	\$51.86	\$235,963.00	\$50.80	\$231,140.00	\$55.00	\$250,250.00
	HMA Driveway - 4"	20 sq. yds.	\$70.00	\$1,400.00	\$50.00	\$1,000.00	\$70.00	\$1,400.00	\$55.00	\$1,100.00	\$87.00	\$1,740.00	\$46.00	\$920.00	\$60.00	\$1,200.00
	Brick Driveway - 8"	10 sq. yds.	\$70.00	\$700.00	\$80.00	\$800.00	\$100.00	\$1,000.00	\$176.00	\$1,760.00	\$110.20	\$1,102.00	\$277.00	\$2,770.00	\$150.00	\$1,500.00
	PCC Curb and gutter	550 lin. ft.	\$40.00	\$22,000.00	\$30.00	\$16,500.00	\$46.10	\$25,355.00	\$28.00	\$15,400.00	\$34.65	\$19,057.50	\$43.00	\$23,650.00	\$25.00	\$13,750.00
1.18	RESTORATION OF LAWNS AND PARKWAYS:															
	Topsoil and Sod	2,670 sq. yds.	\$8.00	\$21,360.00	\$10.00	\$26,700.00	\$18.50	\$49,395.00	\$12.00	\$32,040.00	\$18.90	\$50,463.00	\$17.00	\$45,390.00	\$15.00	\$40,050.00
1.19	PRECONSTRUCTION VIDEO RECORDING:	Lump Sum		\$1,500.00		\$1,000.00		\$750.00		\$2,500.00		\$1,260.00		\$1,880.00		\$12,500.00
1.20	TRAFFIC CONTROL AND PROTECTION:	Lump Sum		\$100,000.00		\$105,000.00		\$14,100.00		\$65,000.00		\$31,500.00		\$43,800.00		\$165,000.00
1.21	CLEARING AND GRUBBING	Lump Sum		\$100.00		\$2,000.00		\$15,450.00		\$4,500.00		\$580.00		\$2,500.00		\$20,000.00
1.22	REPLACEMENT OF DRAIN TILES	60 lin. ft.	\$25.00	\$1,500.00	\$30.00	\$1,800.00	\$37.00	\$2,220.00	\$38.00	\$2,280.00	\$29.00	\$1,740.00	\$57.00	\$3,420.00	\$80.00	\$4,800.00
1.23	EXPLORATORY EXCAVATION	10 lin. ft.	\$25.00	\$250.00	\$75.00	\$750.00	\$185.50	\$1,855.00	\$55.00	\$550.00	\$174.00	\$1,740.00	\$413.00	\$4,130.00	\$25.00	\$250.00
1.24	CONSTRUCTION LAYOUT AND STAKING	Lump Sum		\$2,500.00		\$2,500.00		\$3,500.00		\$6,500.00		\$1,160.00		\$3,800.00		\$35,000.00
1.25	ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES:	Lump sum		\$5,000.00		\$7,500.00		\$11,856.00		\$8,500.00		\$4,060.00		\$15,100.00		\$25,000.00
1.26	WARRANTY PERIOD LEAK DETECTION:	Lump Sum		\$100.00		\$2,000.00		\$2,000.00		\$8,500.00		\$3,675.00		\$6,875.00		\$20,000.00
TOTAL		As Corrected		\$1,121,179.00		\$1,177,489.00		\$1,191,882.35		\$1,197,173.00		\$1,199,974.80		\$1,228,220.00		\$1,406,150.00
		As Read		\$1,131,659.00												

December 23, 2014

Mayor and City Council  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

Attn: Terry Hawkins, Utilities Superintendent

**RECOMMENDATION TO AWARD**

***Subject: Village of Lincolnshire – 2015 Water Main Replacement***

Dear Mayor and City Council:

The following bids were received for the above referenced project on December 10, 2014.

<b><u>Bidder</u></b>	<b><u>Amount of Bid</u></b>
City Construction Company Inc. Chicago, IL 60630	\$999,502.50
Lenny Hoffman Excavating, Inc. Wilmette, IL 60091	\$1,056,390.00
DiMeo Bros. Inc. Roselle, IL 60172	\$1,064,616.00
Glenbrook Excavating & Concrete, Inc. Wauconda, IL 60084	\$1,067,290.00
Sheridan Plumbing & Sewer Inc. Bedford Park, IL 60638	\$1,078,723.50
Merryman Excavation, Inc. Woodstock, IL 60098	\$1,088,453.68
Berger Excavating Contractors, Inc. Wauconda, IL 60084	\$1,096,442.60

J. Congdon Sewer Service, Inc. Carol Stream, IL 60188	\$1,121,179.00 <sup>1</sup>
Gerardi Sewer & Water Norridge, IL 60706	\$1,177,489.00
Campanella & Sons, Inc. Wadsworth, IL 60083	\$1,191,882.35
Martam Construction, Inc. Elgin, IL 60120	\$1,197,173.00
Maneval Construction Co, Inc. Ingleside, IL 60041	\$1,199,974.80
RA Mancini, Inc. Lakemoor, IL 60051	\$1,228,220.00
A Lamp Concrete Contractors, Inc. Schaumburg, IL 60193	\$1,406,150.00

<sup>1</sup> Denotes corrected Bid Amount. Math errors did not affect the bid results.

Our pre-bid opinion of probable cost for this Project was \$1,100,000.

We have analyzed each of the bids and find City Construction Company Inc. to be the lowest, responsible, and responsive Bidder. Based on our prior experience with this bidder, we believe that City Construction Company Inc. is qualified to complete the project. We recommend award of the Contract to City Construction Company Inc. in the amount of \$999,502.50.

The original bid bonds and bid forms are enclosed for your files.

If you have any questions or require additional information, do not hesitate to contact me.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Sean O'Dell, P.E.  
Infrastructure Department Manager

Encl.

C: Brad Woodbury, Public Works Director

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**REQUEST FOR BOARD ACTION**  
**January 26, 2015**

<b>Subject:</b>	Awarding a Professional Service Contract to Baxter & Woodman Consulting Engineers for Construction Engineering Services for the 2015 Water Main Replacement Project at a Cost not to Exceed \$74,230. (Westwood Lane, Middlebury Lane and Bedford Court - Village of Lincolnshire)
<b>Action Requested:</b>	Consideration, Discussion, and Placement on the Consent Agenda for Approval at the February 9, 2015 Village Board Meeting
<b>Originated By/Contact:</b>	Terry Hawkins, Utilities Superintendent
<b>Referred To:</b>	Village Board

**Summary / Background:**

In April of 2014, the Village retained Baxter & Woodman Consulting Engineers to complete the design and bid phases of the 2015 Water Main Replacement Project as outlined in the 10-Year Capital Plan and approved 2015 Budget.

This water main replacement project is to take place at Riverwoods Road and Fox Trail; Westwood Lane, Middlebury Lane and Bedford Court. Bids for construction of this project were received on December 10, 2014. Contingent upon the approval of City Construction Company Inc. to install the new water main, staff requests engineering assistance to perform necessary construction engineering services.

Since Baxter & Woodman Consulting Engineers performed design, permitting and bidding of this project, staff believes it would be advantageous to retain this firm to perform the construction engineering services phase. The proposed service agreement includes 11 weeks of on-site field inspection and 3 weeks of construction administration assistance. Acquiring a different engineering firm for this project could considerably delay construction requiring additional review of the design and bid documentation already submitted for contractual bidding and potential increase the total engineering costs for the project.

The professional service agreement for the design bid phase was in the amount of \$47,100. If the construction engineering services contract is approved, total engineering service fees for the 2015 Water Main Replacement Project are expected to be \$121,330, which represents 12.1% of the total project expenses. This percentage is within the range for engineering services for projects of this scope and complexity.

**Budget Impact:** The 2015 budget contains funding in the amount of \$75,000.00 for construction engineering services related to this project in account number 07-01-81-5021 of the Water & Sewer Improvement fund.

**Recommendation:** Staff recommends approval of a professional service contract with Baxter & Woodman for construction engineering services for this project. This engineering firm has performed numerous infrastructure improvements with the Village and has displayed both professional and quality services.

**Reports and Documents Attached:**

- Proposed Professional Service Agreement with Baxter & Woodman Engineering

Meeting History	
Initial Referral to Village Board (COW):	January 26, 2015
Regular Village Board Meeting:	February 09, 2015

December 23, 2014

Terry Hawkins  
Utilities Superintendent  
Village of Lincolnshire  
One Olde Halfday Road  
Lincolnshire, IL 60069

***Subject: Village of Lincolnshire – Water Main Replacement Project – Construction Engineering***

Dear Mr. Hawkins:

Baxter & Woodman is pleased to submit this proposal to complete construction services for the 2015 Water Main Improvement Project. The Project locations include Riverwoods Road/Fox Trail and Westwood Lane/Middlebury Lane/Bedford Court.

Our scope of services and engineering fees are presented below.

## **SCOPE OF SERVICES**

### **Construction Services**

#### **1. CONSTRUCTION ADMINISTRATION**

- Prepare Award letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
- Attend and prepare minutes for the Preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
- Prepare construction contract change orders and work directives when authorized by the Village.
- Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Research and prepare written response by Engineers to requests for information from the Village and Contractor.

#### **2. FIELD OBSERVATION**

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, from the Engineers' office of not more than eight (8) hours per regular weekday, (for up to 440 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction

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

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

### 3. SUBSTANTIAL COMPLETION OF PROJECT

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



## STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (8) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (9) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that the BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

**REQUEST FOR BOARD ACTION  
Committee of The Whole  
January 26, 2015**

**Subject:** Consideration and Discussion of a Park Board Recommendation to Approve the Lincolnshire Sports Association's (LSA) Request to Donate Home Run Fencing and Field Maintenance Costs in Lieu of Fees from LSA Affiliate, Slammers Baseball and Softball Training Academy (Lincolnshire Sports Association)

**Action Requested:** Consideration, Discussion, and Placement on the Consent Agenda for the February 9, 2015 Village Board Meeting

**Originated By/Contact:** Scott Pippen, Operations Superintendent

**Referred To:** Village Board

**Summary / Background:** At the January 21, 2015 Park Board meeting, the LSA requested the Village allow the Slammers to purchase home run fencing for Field #5 at a cost of approximately \$1,000.00, and contribute \$3,000.00 towards contractual assistance for Spring baseball field preparation in lieu of paying their traditional usage fee of \$2,500.00. The home run fencing is the same style purchased last year and installed on Fields #1- #4. The fencing will be donated to the Village and the Village will own and maintain the fence.

Slammers is requesting to contribute their annual fee, plus an additional \$1,500.00 donation to something that will benefit the fields at North Park. One item to consider would be to use these funds to help offset the cost of contractual assistance in preparing the ball fields for the 2015 season. This work could include edging, minor re-grading, and topdressing on fields #1-#4, and a complete overhaul of field #5. The fencing and field overhaul will allow LSA to utilize field #5 for the summer baseball tournament.

**Budget Impact:** Accepting the donation of the home run fence in lieu of the Slammer's usage fees will have a minimal impact on the projected revenues for North Park. There will be some savings in maintenance time as this fence is much easier to maintain once it is installed, and allows for easier mowing around the fence. There is \$10,000.00 budgeted in 2015 for contractual service-athletic field maintenance. The Slammers donation would offset \$3,000.00 of this expense.

**Service Delivery Impact:** There has not been a fence on field #5 and the spring tune-up is in the 2015 budget, so there would be little to no impact to service.

**Recommendation:** At the January 21 Park Board meeting, the Park Board recommended the Village Board approve the LSA request.

**Reports and Documents Attached:** None

Meeting History	
Park Board	January 21, 2015
Village Board (COW):	January 26, 2015
Regular Village Board Meeting:	February 9, 2015