

COMMITTEE OF THE WHOLE
APRIL 9, 2024
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.

Trustee Auger – Chairperson
Trustee Spella
Trustee Glogowski
Trustee Dianis
Trustee Smith
Trustee Brehmer
President Sosine

∞ AGENDA ∞

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider a Special Event Permit for the Crystal Lake Lions Rugby Football Club Tournament at Spella Park on May 11 and May 18, 2024 and Waiver of Fees
 - B. Consider a Special Event Permit for the Algonquin Aces Memorial Day Weekend Bash, Softball Tournament May 24-26, 2024 at the Algonquin Lakes Park and Kelliher Park Fields, and Waiver of Fees
 - C. Consider Waiving the Platting Fees for the Algonquin Commons Subdivision No. 2
 - D. Consider a Cross Access Easement for the Algonquin Commons
- 4. General Administration**
 - A. Consider an Amendment to Portions of Chapter 33, Liquor Control and Liquor Licensing
- 5. Public Works & Safety**
 - A. Consider an Agreement with H Linden & Sons for the Braewood Lift Station Force Main Replacement
 - B. Consider an Agreement with Trotter & Associates for the Braewood Lift Station Force Main Replacement Construction Oversight Services
 - C. Consider an Agreement with Ganziano Sewer & Water, Inc. for the Algonquin Shores Lift Station Force Main Replacement
 - D. Consider an Agreement with Trotter & Associates for the Algonquin Shores Lift Station Force Main Replacement Construction Oversight Services
 - E. Consider an Agreement with Schroeder Asphalt Services for the 2024 MFT Asphalt Program
 - F. Consider an Agreement with Christopher Burke Engineering for the 2024-2025 FY In-House Engineering Services
 - G. Consider an Agreement with Baxter & Woodman Natural Resources for the Woods Creek Watershed Based Plan Update
 - H. Consider an Agreement with Martam Construction for the Granite Boulder Installation at Souwanas Creek
 - I. Consider an Agreement with Christopher Burke Engineering for the Amended Broadsmore Drive and Stonegate Road Improvements
 - J. Consider an Agreement with Clarke Environmental Mosquito Management, Inc for the 2024 Mosquito Abatement Program
 - K. Consider an Intergovernmental Agreement with the McHenry County Sherriff's Department for the Police Social Worker Program
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	April 9, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Spella Park High School Rugby Matches – May 11 & May 18

ACTION REQUESTED:

William Eaton, on behalf of the Crystal Lake Lions Rugby Football Club, is seeking approval for a Public Event/Entertainment License for 2 High School Rugby Matches at Spella Park on Saturday, May 11, and Saturday, May 18. Mr. Eaton is also requesting a waiver of fees due to the Rugby Club being a not-for-profit organization.

DISCUSSION:

Mr. William is requesting permission for the Crystal Lake Lions Rugby Football Club to host 2 rugby matches at Spella Park. They are requesting that the events be held on:

- Saturday, May 11 from 11 am to 3 pm (rain date of Sunday, May 12)
- Saturday, May 18 from 10 am to 2 pm (rain date of Sunday, May 19)

Expected attendance for the match will be between 100 and 200 participants and no fire or police presence is requested. The goal post setup would occur on the preceding Friday afternoon.

RECOMMENDATION:

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Their Public Event License shall be visible at all times.
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Any on-site food trucks will need to apply for a separate Special Event permit through the Village of Algonquin at least 2 weeks before the event;
- All participants shall park legally;
- Emergency access to the field shall not be blocked;
- No alcohol shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the match for consumption;
- All garbage/debris from the event shall be deposited in on-site trash bins. Public Works can provide trash liners, but the permittee will need to change out their trash bags during the event. The permittee shall bag and stack all full trash bags at a garbage can;
- There are no bathroom facilities available. The applicant shall rent the appropriate number of portable bathroom facilities;
- Any temporary tents or structures shall be properly weighted or tied down following manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable

weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;

- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

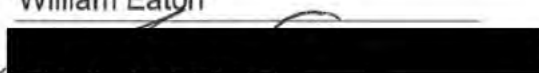
The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee: _____

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: William Eaton
 

 [Signature]

Date: 03/17/2024



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Crystal Lake Lions youth rugby

Sponsoring Organization:

Name: Crystal Lake Lions Youth rugby Contact Name: Bill Eaton

Address: [REDACTED]

City, State, ZIP: Crystal Lak Il, 6014

Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Bill Eaton

Home Address: same

City, State, ZIP: _____

Phone: _____ Email: _____

Event Information:

Describe the Nature of the Event: Youth rugby games

New Event Repeat Event If repeat, will anything be different this year? _____

Event Address: Ted Spella Park

Date(s) and Time(s) of the Event: 4/6 (10 AM - 2 PM, 5/10 (11 AM - 3 PM), 5/17 (10AM- 2 PM)

Rain Date(s), if applicable: 4/7, 5/11, 5/18 same times

Set-Up Date/Time: Posts put up on Friday afternoon

Maximum Number of Attendees/Participants Expected: 100-200

Admission Fee: Yes No If Yes, list fee(s) to be charged: _____

How will the revenue be used (include donations to non-profit or charitable organizations): _____

Event Website: _____

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: _____

n/a

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: _____

n/a

Will there be a need for road closures? Yes No If Yes, please explain: _____

Are you requesting Algonquin Police Officer(s) presence? Yes No If Yes, to perform what function? _____

Do you want a fire truck or ambulance present? Yes No If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

no _____

Do you plan on holding a raffle during this event? Yes No
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): William Eaton

On-site contact's cell number: [REDACTED]

On-site contact's work number: same

On-site contact's home number: same

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

[REDACTED]

Signature of Applicant

William C Eaton

Printed Name of Applicant

3-18-24
Date



Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	April 9, 2024
<u>SUBMITTED BY:</u>	Patrick Knapp, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin Aces Memorial Weekend Bash, May 24-26, 2024

ACTION REQUESTED:

Toney Minasola, on behalf of Algonquin Aces, is seeking approval of a Public Event/Entertainment License for the Algonquin Aces Memorial Weekend Bash occurring May 24-26, 2024.

DISCUSSION:

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at Algonquin Lakes Fields and Kelliher Park in Algonquin. The applicant expects up to 150 participants at different times of the day. In addition to requesting approval of a Public Event/Entertainment License, the applicant has also requested waste removal on Saturday and Sunday and mowing of the fields before the tournament.

RECOMMENDATION:

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- Any on-site food truck operators will need to apply for a separate permit through the Village of Algonquin at least 2 weeks in advance;
- Any temporary tents or structures shall be properly weighted or tied down following manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, “the Village Indemnitees”) from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term “Permittee/Licensee” refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee: AAYO/Algonquin Aces

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Tony Minasola
[Print]

[Signature]

Date: 03/08/2024



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Algonquin Aces Memorial Weekend Bash

Sponsoring Organization:

Name: AAYO/Algonquin Aces Contact Name: Tony Minasola

Address: PO Box 265

City, State, ZIP: Algonquin, IL 60102

Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Tony Minasola

Home Address: [REDACTED]

City, State, ZIP: Algonquin IL 60102

Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: Girls Fast Pitch Softball Tournament Ages 10-14

New Event Repeat Event If repeat, will anything be different this year? _____

No changes - same event we have been running for over 20 years

Event Address: Algonquin Lakes and Kelliher Park

Date(s) and Time(s) of the Event: 8 AM to 9 PM May 24-26th

Rain Date(s), if applicable: May 27th would be used for a Rain date

Set-Up Date/Time: May 22nd and 23rd

Maximum Number of Attendees/Participants Expected: Approx 150 at different times of day

Admission Fee: Yes No If Yes, list fee(s) to be charged: _____

How will the revenue be used (include donations to non-profit or charitable organizations): Any Funds Received

for hosting the event will go back to the Algonquin Aces Softball Teams to cover costs of other tournaments, Uniforms, etc.

Event Website: _____

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: _____
This is a girls Softball Tournament so no need for additional security

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Overflow parking will be on side streets if needed.

Will there be a need for road closures? Yes No If Yes, please explain: _____

Are you requesting Algonquin Police Officer(s) presence? Yes No If Yes, to perform what function?

Do you want a fire truck or ambulance present? Yes No If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No *If Yes, attach a copy of the policy.*

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

Waste removal would most likely be needed for Sunday. Other than that we usually ask to have the fields mowed so the fields look in great condition for the girls to play

Do you plan on holding a raffle during this event? Yes No
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Tony Minasola

On-site contact's cell number: [REDACTED]

On-site contact's work number: [REDACTED]

On-site contact's home number: [REDACTED]

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

03/08/2024

Signature of Applicant

Date

Tony Minasola

Printed Name of Applicant



Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	April 9, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin Commons – Platting Fee Waiver

ACTION REQUESTED:

Sherry DeVoge, representing the Algonquin Commons, is requesting that the Platting Fees be waived so that the Village can move forward with recording the Algonquin Commons Subdivision No. 2.

DISCUSSION:

The Algonquin Commons Subdivision No. 2 was approved by the Village Board on June 27, 2023, Case No. PZ-2023-10. Per Village Code 22.04 Subdivision Regulation Fees, the Platting Fees are \$1,000/acre for a Commercial Subdivision and are due prior to the Village recording the subdivision. This requires the Algonquin Commons to pay \$47,830 prior to the recording of the Plat. The Algonquin Commons wants to record the plat so that they can refinance individual restaurants and outlot commercial shops so that they can keep investing in the entire property.

RECOMMENDATION:

Staff has reviewed the request and is supportive of the platting fee waiver. Staff believes that the platting fee intent is to mitigate the impact of new development in the village and this resubdivision was initiated for refinancing purposes and not for redevelopment. The full redevelopment of the site that was approved as Case No. PZ-2021-18 does not require this resubdivision. Note that the legal and recording fees would not be waived with this request and would be paid through the existing escrow account.

Staff recommends approval of an Ordinance waiving the 22.04(B) Platting Fees for the Algonquin Commons Subdivision No. 2, as prepared by Jacob & Hefner Associates, and last revised January 17, 2023.

ATTACHMENTS:

- Algonquin Commons Subdivision No. 2

PARCEL INDEX NUMBER
03-06-278-002

NOTE:
THE FOLLOWING LANGUAGE IS SHOWN ON ALGONQUIN COMMONS PER DOCUMENT NUMBER 2023K002333. THERE SHALL BE NO ACCESS TO RANDALL ROAD FROM LOT 2 AND THERE SHALL ONLY BE ONE ACCESS TO RANDALL ROAD FROM LOT 1. THE ACCESS SHALL BE AT THE LOCATION OF CORNER DRIVE.

NOTE:
5/8" x 24" BORN PINS WITH YELLOW CAPS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED

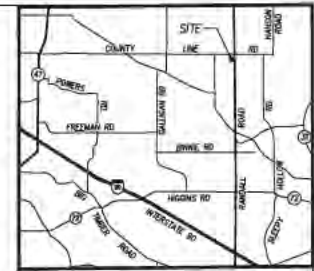
THE EAST LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-42-8

2023K002333

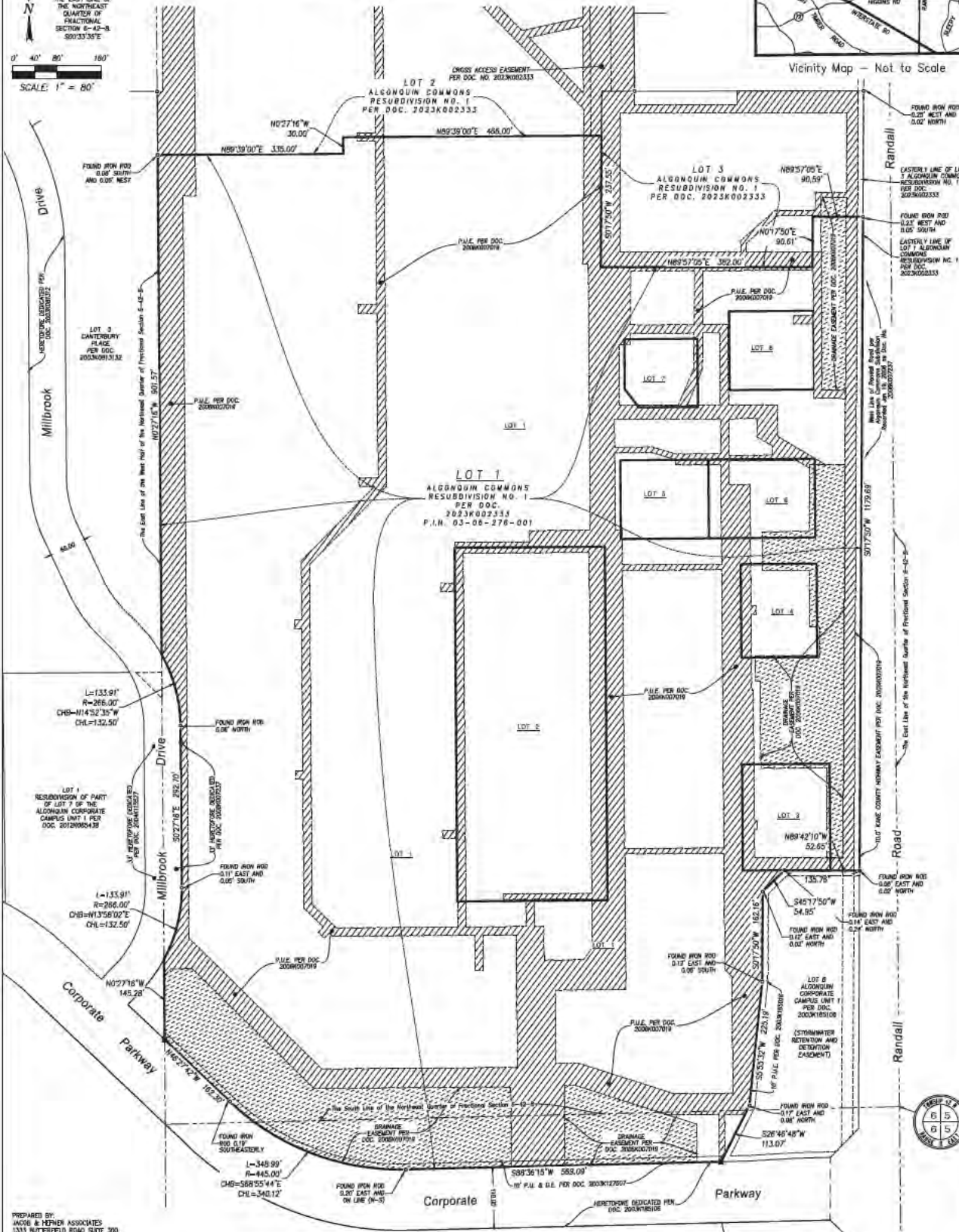
SCALE: 1" = 80'

FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 2

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.



Vicinity Map - Not to Scale



PREPARED BY:
JACOBI & METNER ASSOCIATES
1333 BUTTERFIELD ROAD SUITE 300
DUNMOR, ILLINOIS 60435

PREPARED FOR:
RED MOUNTAIN GROUP, LLC
1234 E. 17TH STREET
SANTA ANA, CA 92701

ABBREVIATIONS

XXXX	MEASURED DIMENSION
(XXX)XXX	RECORDED DIMENSION
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC	DOCUMENT
L	ARC LENGTH
NO	NUMBER
P.P.P.	PARCEL INDEX NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
RADIUS	RADIUS
■	CONCRETE MONUMENT TO BE SET

SEE SHEET 2 FOR PROPOSED LOTS AND ACCESS EASEMENTS

REVISION: 05-04-2023
REVISION: 02-06-2023

Survey No.:	8888
Ordered By:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	January 18, 2023
Scale:	1" = 80'
Prepared by:	JAM

SHEET 1 OF 6



KANE COUNTY RECORDER'S OFFICE, KANE COUNTY, ILLINOIS



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	April 9, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of a Sign and Cross Access Easement for the Algonquin Commons

ACTION REQUESTED:

Sherry DeVoge, representing the Algonquin Commons, is requesting that a sign easement be granted on the Village-owned parcel at the northwest corner of Randall Road and Corporate Parkway. This sign was approved as part of the Algonquin Commons Redevelopment Plan, PZ-2021-21.

DISCUSSION:

The Village Board approved the Algonquin Commons Redevelopment Plan, Case No. PZ-2021-18 on May 16, 2023. Part of the redevelopment plan included 3 new monument signs along Randall Road. The location of the proposed monument sign at the northwest corner of Randall Road and Corporate Parkway is on Village property and therefore needs a sign easement. At the same time, the staff would also like to add a cross-access easement for the existing rear access driveway to the Algonquin Commons.

Note that there is an existing sign on this property that will be removed. This sign was constructed before the Village owned the property.

RECOMMENDATION:

Staff recommends approval of the attached Plat of Easement, as prepared by Jacob & Hefner Associates, and last revised January 11, 2024.

ATTACHMENTS:

- Plat of Easement

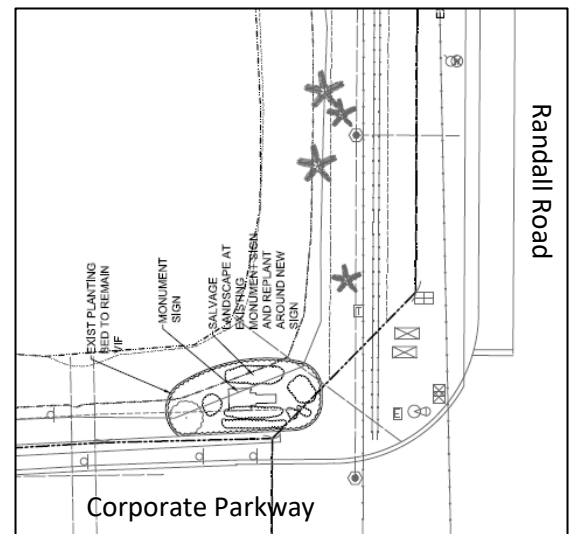


Figure 1: Screen Shot from Approved Landscape Plan

PLAT OF EASEMENT

OF

SIGN EASEMENT

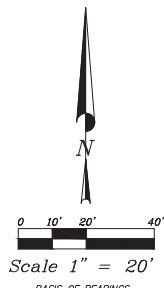
THAT PART OF LOT 8 IN ALGONQUIN CORPORATE CAMPUS UNIT 1, BEING A SUBDIVISION OF PART OF EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2003, AS DOCUMENT NUMBER 2003K185106, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTH LINE OF SAID LOT 8: 1) NORTH 88 DEGREES 36 MINUTES 15 SECONDS EAST, A DISTANCE OF 48.34 FEET; 2) THENCE NORTH 88 DEGREES 41 MINUTES 42 SECONDS EAST, A DISTANCE OF 90.05 FEET; 3) THENCE NORTH 88 DEGREES 36 MINUTES 15 SECONDS EAST, A DISTANCE OF 21.79 FEET; THENCE NORTH 01 DEGREE 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 11.83 FEET; THENCE NORTH 70 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 42.78; THENCE NORTH 88 DEGREES 36 MINUTES 15 SECONDS EAST, A DISTANCE OF 12.34 FEET TO THE WEST LINE OF AN EXISTING 10 FOOT BICYCLE/SIDEWALK EASEMENT PER DOC. NO. 2003K185106; THENCE SOUTH 01 DEGREE 17 MINUTES 52 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 12.71 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 44 DEGREES 26 MINUTES 54 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 17.89 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 15 SECONDS WEST, A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING IN KANE COUNTY, ILLINOIS.

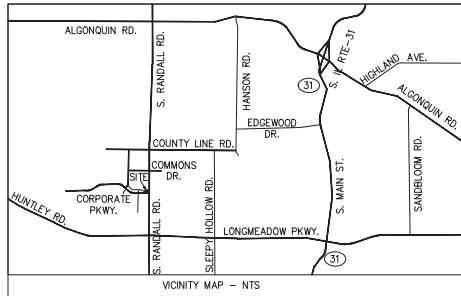
CROSS ACCESS EASEMENT

THAT PART OF LOT 8 IN ALGONQUIN CORPORATE CAMPUS UNIT 1, BEING A SUBDIVISION OF PART OF EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2003, AS DOCUMENT NUMBER 2003K185106, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 26 DEGREES 46 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 50.61 FEET; THENCE SOUTH 34 DEGREES 20 MINUTES 17 SECONDS EAST, A DISTANCE OF 52.98 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE THE FOLLOWING (2) COURSES ALONG THE SOUTH LINE OF SAID LOT 8: 1) SOUTH 88 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 4.37 FEET; 2) SOUTH 88 DEGREES 36 MINUTES 15 SECONDS, A DISTANCE OF 48.34 FEET TO THE POINT OF BEGINNING IN KANE COUNTY, ILLINOIS.

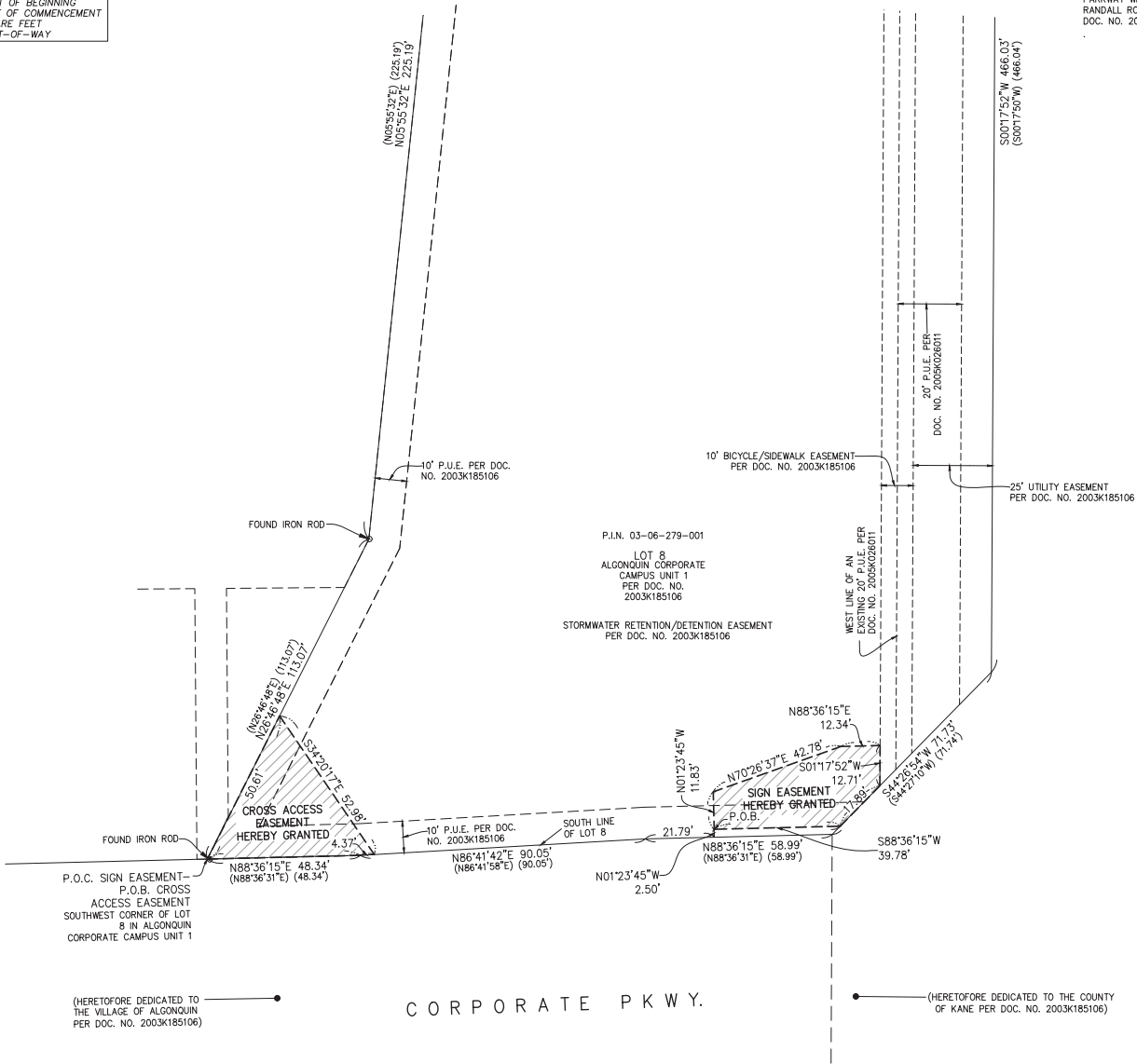


- NOTES:**
1. NO ACCESS TO RANDALL ROAD FROM LOTS 8 & 10 AS NOTED ON DOC. NO. 2003K185106.
 2. NO ACCESS TO CORPORATE PARKWAY WITHIN 500 FEET OF RANDALL ROAD AS NOTED ON DOC. NO. 2003K185106.



ABBREVIATIONS:

(100.00')	RECORD DIMENSIONS
100.00'	MEASURED DIMENSIONS
DOC.	DOCUMENT
NO.	NUMBER
N	NORTH
S	SOUTH
E	EAST
W	WEST
P.I.N.	PARCEL INDEX NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY



OWNER'S CERTIFICATE

STATE OF _____)
 COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ AN _____ IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND RECORDED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

DATED THIS ____ DAY OF _____ 20____.

VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

BY: _____
 PRINTED: _____
 TITLE: _____

STATE OF _____)
 COUNTY OF _____)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ BY ME KNOWN AND BY ME KNOWN TO BE THE _____ OF _____ WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____ 20____.

NOTARY PUBLIC
 (PRINTED SIGNATURE)

MY COMMISSION EXPIRES: _____
 MY COUNTY OF RESIDENCE: _____

SIGN EASEMENT PROVISIONS:

A SIGN EASEMENT IS HEREBY GRANTED TO ALGONQUIN I LLC, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER THE AREAS HERON PLATTED AND DESIGNATED "SIGN EASEMENT" FOR THE INSTALLATION, REPAIR, AND MAINTENANCE OF ONE MONUMENT SIGN, INCLUDING THE RIGHT TO ACCESS THERETO; SAID EASEMENT SHALL RUN WITH THE LAND AND BE BINDING ON THE SUCCESSORS AND ASSIGNS OF THE OWNERS OF THE LOT ON WHICH THE SIGN EASEMENT IS LOCATED.

CROSS ACCESS EASEMENT PROVISIONS:

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HERON PLATTED AND DESIGNATED, "CROSS ACCESS EASEMENT HEREBY GRANTED"; FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

SURVEYOR'S CERTIFICATE

State of Illinois)
 County of DuPage) SS

I, CARL A. COOK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE ABOVE PLAT FOR THE PURPOSE OF GRANTING A SIGN EASEMENT.

DATED THIS 11th DAY OF JANUARY, A.D. 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003543
 JACOB & HEFNER ASSOCIATES, INC.
 MY LICENSE EXPIRES NOVEMBER 30, 2024



REVISED 03-20-2024

JACOB & HEFFNER ASSOCIATES
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
 PHONE: (630) 652-6000, FAX: (630) 652-6001
 www.jacobandheffner.com
 Illinois Professional Design Firm
 License No. 184-080073 Exp. 4/30/25

P:\103804\103804\103804.dwg

Survey No.:	DO36v
Ordered By.:	ETHOS WORKSHOP
Description:	PLAT OF EASEMENT
Date Prepared:	JANUARY 11, 2024
Scale:	1" = 20'
Field Work:	MB, JS
Prepared By:	SC, CC

A Memo From...



VILLAGE OF ALGONQUIN
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: March 21, 2024

Re: Liquor Code (Chapter 33) Amendments

Recently we were approached by Scorched Earth to allow for sales of third-party Seltzer's. Currently, under their Class A4(b) Municipal Liquor License, they are not allowed to sell any third-party beverages. Their current license issued by the Illinois Liquor Control Commission, does allow for retail sales of third-party seltzers, beer, cider, or both beer and cider to non-licensees at their licensed breweries. To be consistent with the ILCC/State Liquor License, staff recommends adding the following to Class A-4(b): *Shall permit retail sale of third-party manufacture seltzer, beer and cider, for consumption on the premises.*

The State amended the portion of their code regarding locations and proximity to a church and school of establishments serving alcohol. The Village's Municipal Codes currently requires 200 feet, where the State allows 100 feet. We request that the portion of the code be amended as follows: *No liquor license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school, hospital, day care center or other business or institution whose primary function is the custodial care of children, the aged or infirmed.*

Staff recommends amending Chapter 33.7.4 (Class 4-A(b)) to allow for retail sales of third-party seltzers, cider, and beer, and Chapter 33.18 to encourage uniformity with the State's liquor code.

ORDINANCE NO. 2024 - 0 -

An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code

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

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Paragraph A.4 of Section 33.07, License Classifications, Event Permit, Daily Permit, of the Algonquin Municipal Code shall be amended as follows:

33.07 LICENSE CLASSIFICATIONS, EVENT PERMIT, DAILY PERMIT.

Class A-4(b), which shall permit the licensee (i) to manufacture beer only on the licensed premises, (ii) to make sales of beer manufactured on the licensed premises in sealed casks, bottles, growlers, or other containers for consumption off the premises, (iii) to store the manufactured beer upon the licensed premises, (iv) to serve as a distributor of the beer provided the licensee obtains a distributor’s license from the State Liquor Control Commission, ~~and (v) to operate a tap room to conduct product sampling of the beer brewed on the licensed premises as provided in the Illinois Liquor Control Act, 235 ICLS 5/6-31, as amended, as well as sales of beer brewed on the licensed premises~~ and (vi) to sell third-party manufactured seltzer, beer and cider for consumption on the premises. The licensee shall be permitted to conduct tours of the brewing facilities. In no event shall the licensee give away any beer or other alcoholic beverages for commercial purposes or in connection with the sale of such products or to promote the sale of such products contrary to Section 100.280 of the Title 11 of the Illinois Administrative Code.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

- Voting Aye:
- Voting Nay:
- Abstain:
- Absent:

(SEAL)

APPROVED:

Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

- Passed: _____
- Approved: _____
- Published: _____

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NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Section 33.18, Location Restrictions, of the Algonquin Municipal Code shall be amended as follows:

33.18 LOCATION RESTRICTIONS

No liquor license shall be issued for the sale at retail of any alcoholic liquor within ~~200~~100 feet of any church, school, hospital, day care center or other business or institution whose primary function is the custodial care of children, the aged or infirmed.

Exempt from the prohibitions of this Section are hotels offering restaurant services, regularly organized clubs, restaurants, food shops or other places of business where the sale or delivery of alcoholic liquor is not the principal business being conducted on said premises.

Nothing in this Section shall prohibit the issuance of a license to a church or private school to sell, at retail, alcoholic liquor, if any such sales are limited to periods when groups are assembled on the premises solely for the promotion for some common object other than the sale or consumption of alcoholic liquor.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Bid Award for Construction with H. Linden & Sons for the
Braewood Force Main Replacement and proposal for construction
oversight with Trotter and Associates, Inc.

The Braewood Lift Station is the Village's largest lift station, serving nearly 20% of the Village. As constructed, it has a design capacity of 1,500 gallons per minute (GPM) utilizing a 10-inch force main. Based on Trotter & Associates, Inc. (TAI) evaluation in 2022, the lift station and force main are at capacity due to the new developments along the Randall Road corridor. Staff has developed a two-phase construction to upgrade the lift station and force main to avoid halting development.

This memo highlights phase one, which includes upgrading the undersized force main from a 10-inch diameter to a 16-inch diameter. In doing so, enough capacity will be added to allow for the approved development, Algonquin Meadows, and the remainder of the Enclave development. Phase two will upgrade the lift station, providing capacity for future planned developments in the southwestern basin. Phase one will be completed in 2024, and phase two is expected to be completed in 2025. Additionally, this work will clear the way for the Dixie Creek Reach 5 Streambank Restoration, which is expected to occur later in the fall.

Bids were advertised for Phase One to upgrade the force main in March and were opened on March 28th, 2024. The project received three bidders, with H. Linden and Sons providing the lowest bid, in the amount of \$1,053,582.00. The bid amount is within three percent of the engineer's estimate of \$1,023,555 and within the amount budgeted for the next fiscal year in the Water & Sewer fund.

H. Linden most recently completed the Highland Avenue Water Main Extension and Towne Park Water Main Improvements a few months ago. H. Linden performed very well on the Highland Ave Water Main project. The quality of work on the Towne Park Water Main project was very good; the only concern staff had with Linden about that project was

related to creek diversion. This project will not require any creek diversion work. Therefore, staff is confident that Linden is equipped to complete this project to the Village's standards. Attached to this memo is a recommendation letter from TAI. The low bid amount is within the amount budgeted for FY2024/25.

To provide proper oversight of construction activities, staff has included a proposal from TAI for managing the construction of this project. TAI completed the design and has previously completed construction oversight on the Woods Creek Lift Station Upgrade, WWTP Phase 6B Improvements, and the Downtown Wet Utility Lowering Project Stage 3. TAI's proposal for construction oversight is a not to exceed amount of \$90,700 and within the budgeted amount in the Water & Sewer fund for FY2024/25.

Staff is confident in TAI's ability to manage the construction of this project and provide adequate oversight up to the Village's standards on this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to award the bid of this project to H. Linden & Sons in the amount of \$1,053,582 for construction and move forward with the proposal with Trotter & Associates, Inc. in the amount of \$90,700 to the Village Board for approval.

Summary

1. The Braewood lift station is at capacity, and these improvements allow future development in the southwestern basin to develop.
2. H. Linden is a reputable contractor, and their bid amount is within the budget for construction in the Water & Sewer fund for next fiscal year.
3. Trotter & Associates completed the design and is being proposed for construction oversight. The proposal is within the budgeted amount for FY 2024/25.



March 28, 2024

President and Board of Trustees
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Subject: **Village of Algonquin – Braewood Lift Station Force Main Replacement
Recommendation to Award**

Dear President and Trustees,

The Village of Algonquin advertised the above referenced project in accordance with local, state, and federal guidelines on March 12, 2024. The Village received bids until 10:00 a.m. on Thursday, March 28, 2024. Three bids were received for the project and these bids were opened and read aloud at William J. Ganek Municipal Center. The following is a tabulation of the bids received:

<u>Bidder</u>	<u>Total Bid Price</u>
H. Linden & Sons Sewer and Water, Inc.	\$1,053,582.00
Bolder Contractors, Inc.	\$1,432,560.00
Trine Construction, Corp.	\$1,462,900.00

H. Linden & Sons Sewer & Water, Inc. of Plano, Illinois was the apparent low bidder with a bid amount of \$1,053,582.00. We have reviewed the bidding documents and required certifications and confirmed that H. Linden & Sons Sewer & Water has provided a complete bid package and has met all bidding requirements.

It is therefore our recommendation that the Village of Algonquin award the Braewood Lift Station Force Main Replacement construction contract to H. Linden & Sons Sewer and Water, Inc. for the bid amount of \$1,053,582.00. The complete bid tabulation and Agreement form are enclosed. Following award of the contract, the Contractor will execute the Agreement and be required to furnish a performance bond, payment bond, and certificates of insurance. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,
Trotter and Associates, Inc.

Jillian Kiss, P.E.
Project Manager



BRAEWOOD LIFT STATION FORCE MAIN REPLACEMENT
Bid Opening: March 28, 2024
 William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102



Item No.	Description	Quantity	Unit	Engineer's Estimate		H. Linden and Sons		Bolder Contractors		Trine Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6" TOPSOIL, SEED AND EROSION CONTROL BLANKET	402	SY	\$ 25.00	\$ 10,050.00	\$ 25.00	\$ 10,050.00	\$ 20.00	\$ 8,040.00	\$ 18.75	\$ 7,537.50
2	AIR RELEASE VALVE IN VALVE VAULT	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 24,000.00	\$ 24,000.00	\$ 17,172.56	\$ 17,172.56
3	BYPASS PUMPING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 54,375.00	\$ 54,375.00
4	BYPASS VALVE VAULT	1	EA	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00	\$ 114,310.22	\$ 114,310.22
5	CATCH BASIN TYPE C, 2' DIA. REMOVE AND REPLACE	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,163.38	\$ 4,163.38
6	CLASS D PATCH, 6" W/ 12" CA-6 AGGREGATE BASE	168	SY	\$ 100.00	\$ 16,800.00	\$ 68.00	\$ 11,424.00	\$ 150.00	\$ 25,200.00	\$ 118.75	\$ 19,950.00
7	CONNECTION TO EXISTING 10" FORCE MAIN	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,800.00	\$ 10,800.00
8	CONNECTION TO EXISTING SANITARY MANHOLE	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,800.00	\$ 10,800.00
9	FORCE MAIN 16" PVC CERTA-LOK (DIRECTIONALLY DRILLED)	1,894	LF	\$ 350.00	\$ 662,900.00	\$ 350.00	\$ 662,900.00	\$ 440.00	\$ 833,360.00	\$ 459.77	\$ 870,804.38
10	FORCE MAIN 16" PVC CERTA-LOK (OPEN CUT)	162	LF	\$ 250.00	\$ 40,500.00	\$ 350.00	\$ 56,700.00	\$ 470.00	\$ 76,140.00	\$ 627.39	\$ 101,637.18
11	FORCE MAIN 10" PVC CERTA-LOK (OPEN CUT)	12	LF	\$ 225.00	\$ 2,700.00	\$ 200.00	\$ 2,400.00	\$ 370.00	\$ 4,440.00	\$ 1,297.50	\$ 15,570.00
12	FORCE MAIN REMOVAL, 10"	37	LF	\$ 150.00	\$ 5,550.00	\$ 200.00	\$ 7,400.00	\$ 100.00	\$ 3,700.00	\$ 108.00	\$ 3,996.00
13	HMA DRIVEWAY PAVEMENT W/ 6" AGGREGATE BASE	115	SY	\$ 75.00	\$ 8,625.00	\$ 45.00	\$ 5,175.00	\$ 80.00	\$ 9,200.00	\$ 67.50	\$ 7,762.50
14	INLET PROTECTION	14	EA	\$ 500.00	\$ 7,000.00	\$ 180.00	\$ 2,520.00	\$ 230.00	\$ 3,220.00	\$ 341.25	\$ 4,777.50
15	ITEMS ORDERED BY ENGINEER	20,000	DOLLAR	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
16	LIFT STATION WET WELL BYPASS PIPING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 25,975.00	\$ 25,975.00
17	MOBILIZATION	1	LS	\$ 56,700.00	\$ 56,700.00	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00	\$ 82,800.24	\$ 82,800.24
18	REMOVE AND REPLACE CURB AND GUTTER	213	LF	\$ 75.00	\$ 15,975.00	\$ 20.00	\$ 4,260.00	\$ 100.00	\$ 21,300.00	\$ 68.75	\$ 14,643.75
19	SILT FENCE	346	EA	\$ 10.00	\$ 3,460.00	\$ 4.00	\$ 1,384.00	\$ 5.00	\$ 1,730.00	\$ 8.53	\$ 2,951.38
20	STABILIZED CONSTRUCTION ENTRANCE	79	SY	\$ 45.00	\$ 3,555.00	\$ 25.00	\$ 1,975.00	\$ 45.00	\$ 3,555.00	\$ 96.04	\$ 7,587.16
21	TRACER WIRE ACCESS BOX	5	EA	\$ 750.00	\$ 3,750.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,747.50	\$ 8,737.50
22	TRAFFIC CONTROL & PROTECTION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 79,000.00	\$ 79,000.00	\$ 5,500.00	\$ 5,500.00
23	TREE PROTECTION	3	EA	\$ 500.00	\$ 1,500.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 281.25	\$ 843.75
24	TREE REMOVAL (6 TO 15 UNITS)	533	UNIT	\$ 30.00	\$ 15,990.00	\$ 18.00	\$ 9,594.00	\$ 25.00	\$ 13,325.00	\$ 41.25	\$ 21,986.25
25	TREE REMOVAL (MORE THAN 15 UNITS)	525	UNIT	\$ 40.00	\$ 21,000.00	\$ 28.00	\$ 14,700.00	\$ 30.00	\$ 15,750.00	\$ 53.75	\$ 28,218.75
TOTAL BASE BID - BRAEWOOD LIFT STATION FORCE MAIN REPLACEMENT				\$	1,023,555.00	\$	1,053,582.00	\$	1,432,560.00	\$	1,462,900.00
TOTAL BASE BID - BRAEWOOD LIFT STATION FORCE MAIN REPLACEMENT - AS READ						\$	1,053,582.00	\$	1,432,560.00	\$	1,462,900.00

BRAEWOOD LIFT STATION & FORCE MAIN REPLACEMENT



SECTION 00 52 00 - AGREEMENT FORM

THIS AGREEMENT is dated as the 16th day of **April** in the year **2024** by and between the Village of Algonquin, Illinois (hereinafter called OWNER) and **H. Linden & Sons Sewer and Water, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

- A. The work is called Braewood Lift Station Force Main Replacement and shall consist of installation of 2,068 lineal feet of 16" force main via open cut and directional boring methods to replace the existing 10" force main between the Braewood Lift Station and the discharge manhole along Gaslight Drive near the Sprucetree Lane intersection. The project will also include installation of an air release valve in a valve vault and a bypass vault. The project also includes HMA pavement restoration, PCC curb and gutter restoration, and landscape restoration.

Article 2. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete based on two milestones. Milestone No. 1 shall include all tree removal for the project. Milestone No. 1 shall be complete by **June 1, 2024**. Milestone No. 2 shall include installation, testing, and successful operation of the force main and all hardscape restoration. Milestone No. 2 shall be complete by **September 14, 2024**. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions by **September 30, 2024**. Final Completion shall include all final turf restoration.

- A. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand dollars and zero cents (\$1,000.00)** for each day that expires after the time specified in Paragraph 3 for Completion of Milestone No. 1 until the work is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional **One Thousand dollars and zero cents (\$1,000.00)** for each day that expires after the time specified in Article 3 for Completion of Milestone No. 2 until the work is accepted by the OWNER. The CONTRACTOR shall pay the OWNER an additional **One Thousand dollars and zero cents (\$1,000.00)** for each day that expires after the time specified in Article 3 for final completion until the work is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be **Three Thousand dollars and zero cents (\$3,000.00)**. At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.
- B. The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.
- C. **Substantial completion of Milestone No. 1 shall include tree removal. Substantial completion of Milestone #2 shall include installation, testing, and successful operation of the force main and all hardscape restoration. Final Completion includes final turf restoration and all the previously listed items with final acceptance by Owner.**

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- A. Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.
- B. The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- A. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.
 - 1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 2. Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.

- B. Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- F. CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- A. This Agreement (Pages 1 to 8, inclusive).
- B. Exhibits to this Agreement.
- C. Payment and Performance Bonds.
- D. Maintenance Bond
- E. Notice of Award.
- F. Notice to Proceed.
- G. General Conditions.
- H. Supplementary Conditions.
- I. Section 00 43 43 - Wage Rates Form.
- J. Specifications bearing the title "Village of Algonquin – Braewood Lift Station Force Main Replacement" as prepared by Trotter and Associates, Inc.
- K. Drawings, consisting of a cover sheet and all sheets as designated in SECTION 00 01 15 – List of Drawing Sheets, with each sheet bearing the title "Village of Algonquin – Braewood Lift Station Force Main Replacement" as prepared by Trotter and Associates, Inc.
- L. Addenda No's __ to __, inclusive.
- M. CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- N. Documentation submitted by CONTRACTOR prior to Notice of Award.
- O. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- C. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D. All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Bid Award for Construction with Ganziano Sewer & Water, Inc.
for the Algonquin Shores Force Main Replacement and proposal
for construction oversight with Trotter and Associates, Inc.

This project will replace an 815-foot section of the Algonquin Shores Lift Station's pressurized main. Algonquin Shores Lift Station was constructed in 1980 to handle the capacity of the Riverwood Estates subdivision. It was upgraded in 2000 to accommodate the Algonquin Lakes subdivisions. In addition to the upgraded lift station, approximately 2,400 feet of new 10-inch pressurized main was installed at the intersection of Riverwood Drive and Stratford Lane.

However, the pressurized main section from the intersection of Riverwood Drive and Stratford Lane to Souwanas Trail remained in place. The remaining pressurized main is an undersized 6-inch diameter pipe showing signs of deterioration and clogging based on the connection point replaced as part of the Souwanas Trail project. Trotter & Associates, Inc. (TAI) completed the design to replace the main, and staff advertised the project for bid in March. Two bids were received, with Ganziano Sewer & Water (GSW), providing the (corrected) low bid of \$338,772.00. The bid tab and recommendation letter from TAI are attached to this memo.

The engineer's estimate for this project was \$410,660, and the bid amount is within the budget for the Water & Sewer fund for next fiscal year. GSW, based out of Woodstock, previously worked as a subcontractor on a number of Village projects, including High Hill Subdivision, Bunker Hill Drive Rehabilitation, and Tunbridge Subdivision, but not as a general contractor. Staff has been satisfied with GSW's work on past projects. Given this project's size and scope, GSW can successfully complete this force main installation project.

In order to provide proper oversight of the construction activities, staff has included a proposal from TAI to manage the construction of this project. TAI completed the design

and has previously completed construction oversight on the Woods Creek Lift Station Upgrade, WWTP Phase 6B Improvements, and the Downtown Wet Utility Lowering Project Stage 3. TAI's proposal for construction oversight is a not to exceed amount of \$35,600 and within the budgeted amount in the Water & Sewer fund for FY2024/25.

Staff is confident in TAI's ability to manage the construction of this project and provide adequate oversight to the Village's standards on this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to award the bid of this project to Ganziano Sewer & Water, Inc. in the amount of \$338,772 for construction and move forward the proposal with Trotter & Associates, Inc. in the amount of \$35,600 to the Village Board for approval.

Summary

1. This project will replace an undersize 6" force main that is currently in poor condition.
2. Ganziano Water & Sewer, Inc. is a reputable contractor and their bid amount is within the amount budgeted for construction in the Water & Sewer fund next fiscal year.
3. Trotter & Associates, completed the design and is being proposed for construction oversight. The proposal is within the budgeted amount for FY 2024/25.



March 28, 2024

President and Board of Trustees
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

**Subject: Village of Algonquin – Algonquin Shores Force Main Replacement
Recommendation to Award**

Dear President and Trustees,

The Village of Algonquin advertised the above referenced project in accordance with local, state, and federal guidelines on March 12, 2024. The Village received bids until 10:00 a.m. on Thursday, March 28, 2024. Two bids were received for the project and these bids were opened and read aloud at William J. Ganek Municipal Center. The following is a tabulation of the bids received:

<u>Bidder</u>	<u>Total Bid Price</u>
Ganziano Sewer & Water, Inc. ⁽¹⁾	\$338,772.00
H. Linden & Sons Sewer and Water, Inc.	\$377,722.00

⁽¹⁾ There were two mathematical errors on the Ganziano Sewer & Water, Inc. bid schedule. The total bid price read at the bid opening was \$338,084.00. The correct total bid price is as listed above.

Ganziano Sewer & Water, Inc. of Woodstock, Illinois was the apparent low bidder with a bid amount of \$338,772.00. We have reviewed the bidding documents and required certifications and confirmed that Ganziano Sewer & Water has provided a complete bid package and has met all bidding requirements.

It is therefore our recommendation that the Village of Algonquin award the Algonquin Shores Force Main Replacement construction contract to Ganziano Sewer & Water, Inc. for the bid amount of \$338,772.00. The complete bid tabulation and Agreement form are enclosed. Following award of the contract, the Contractor will execute the Agreement and be required to furnish a performance bond, payment bond, and certificates of insurance. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,
Trotter and Associates, Inc.

Jillian Kiss, P.E.
Project Manager



ALGONQUIN SHORES FORCE MAIN REPLACEMENT
Bid Opening: March 28, 2024
 William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102



Item No.	Description	Quantity	Unit	Engineer's Estimate		Ganzlano Sewer		H. Linden and Sons	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6" TOPSOIL, MESIC SAVANNA SEEDING AND EROSION CONTROL BLANKET	225	SY	\$ 50.00	\$ 11,250.00	\$ 20.00	\$ 4,500.00	\$ 25.00	\$ 5,625.00
2	6" TOPSOIL, SEEDING CL 1 AND EROSION CONTROL BLANKET	156	SY	\$ 30.00	\$ 4,680.00	\$ 18.00	\$ 2,808.00	\$ 20.00	\$ 3,120.00
3	ABANDON EXISTING FORCE MAIN	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
4	AIR RELEASE VALVE IN VALVE VAULT	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 6,750.00	\$ 6,750.00	\$ 20,000.00	\$ 20,000.00
5	CLASS D PATCH, 6" W/ 12" CA-6 AGGREGATE BASE	426	SY	\$ 100.00	\$ 42,600.00	\$ 120.00	\$ 51,120.00	\$ 68.00	\$ 28,968.00
6	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	127	LF	\$ 80.00	\$ 10,160.00	\$ 50.00	\$ 6,350.00	\$ 61.00	\$ 7,747.00
7	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	6	SY	\$ 250.00	\$ 1,500.00	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00
8	CONNECT TO EXISTING 10" FORCE MAIN	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 4,750.00	\$ 9,500.00	\$ 10,000.00	\$ 20,000.00
9	FORCE MAIN 10" PVC CERTA-LOK (DIRECTIONALLY DRILLED)	606	LF	\$ 260.00	\$ 157,560.00	\$ 255.00	\$ 154,530.00	\$ 250.00	\$ 151,500.00
10	FORCE MAIN 10" PVC CERTA-LOK (OPEN CUT)	243	LF	\$ 240.00	\$ 58,320.00	\$ 198.00	\$ 48,114.00	\$ 184.00	\$ 44,712.00
11	INLET FILTERS	4	EA	\$ 600.00	\$ 2,400.00	\$ 50.00	\$ 200.00	\$ 180.00	\$ 720.00
12	ITEMS AS ORDERED BY ENGINEER	10,000	DOLLAR	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
13	MOBILIZATION	1	LS	\$ 23,200.00	\$ 23,200.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
14	REMOVE EXISTING AIR RELEASE VALVE IN VALVE VAULT	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 7,000.00	\$ 7,000.00
15	SILT FENCE	150	LF	\$ 10.00	\$ 1,500.00	\$ 4.00	\$ 600.00	\$ 4.00	\$ 600.00
16	TEMPORARY FORCE MAIN SHUTDOWN	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
17	TRACER WIRE ACCESS BOX	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00
18	TRAFFIC CONTROL & PROTECTION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 42,100.00	\$ 42,100.00
19	TREE PROTECTION AND ROOT PRUNING	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 100.00	\$ 500.00	\$ 350.00	\$ 1,750.00
20	TREE REMOVAL (6 TO 15 UNITS)	34	UNIT	\$ 35.00	\$ 1,190.00	\$ 50.00	\$ 1,700.00	\$ 25.00	\$ 850.00
21	TREE REMOVAL (MORE THAN 15 UNITS)	18	UNIT	\$ 100.00	\$ 1,800.00	\$ 75.00	\$ 1,350.00	\$ 35.00	\$ 630.00
TOTAL BASE BID - ALGONQUIN SHORES FORCE MAIN REPLACEMENT				\$	410,660.00	\$	338,772.00	\$	377,722.00
TOTAL BASE BID - ALGONQUIN SHORES FORCE MAIN REPLACEMENT - AS READ						\$	338,084.00	\$	377,722.00

ALGONQUIN SHORES LIFT STATION & FORCE MAIN REPLACEMENT



SECTION 00 52 00 - AGREEMENT FORM

THIS AGREEMENT is dated as the **16th** day of **April** in the year **2024** by and between the Village of Algonquin, Illinois (hereinafter called OWNER) and **Ganziano Sewer & Water, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

- A. The work is called Algonquin Shores Force Main Replacement and shall consist of installation of 606 lineal feet of 10" force main via open cut methods and 243 lineal feet of 10" force main via directional boring methods to replace the existing 6" force main between the intersection of Stratford & Riverwood Drive and the discharge manhole along Souwanas Trail near the Carriage Drive intersection. The project will also include installation of an air release valve in a valve vault, removal of the existing air release valve in a valve vault, abandonment of the existing force main, HMA pavement restoration, PCC curb and gutter restoration, PCC driveway replacement, and landscape restoration.

Article 2. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete by **July 5, 2024**. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions by **July 25, 2024**. Substantial Completion shall include installation, testing, and successful operation of the force main and all hardscape restoration. Final Completion shall include all turf restoration.

- A. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand dollars and zero cents (\$1,000.00)** for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the work is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional **One Thousand dollars and zero cents (\$1,000.00)** for each day that expires after the time specified in Article 3 for final completion until the work is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be **Two Thousand dollars and zero cents (\$2,000.00)**. At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.
- B. The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- A. Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.
- B. The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- A. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.
 - 1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- B. Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- F. CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- G. The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing subcontracts shall comply with:
 1. All provisions of federal, State and local law,

2. All provisions of Illinois Administrative Code Title 35 Part 365 regarding fraud and other unlawful or corrupt practices;
 3. All provisions of Illinois Administrative Code Title 35 Part 365 with respect to access to facilities, records and audit or records; and
 4. All provisions of Illinois Administrative Code Title 35 Part 365 that require a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (EPA Form 5700-49) showing compliance with federal Executive Order 12549.
- A. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- A. This Agreement (Pages 1 to 6, inclusive).
- B. Exhibits to this Agreement.
- C. Payment and Performance Bonds.
- D. Maintenance Bond.
- E. Notice of Award.
- F. Notice to Proceed.
- G. General Conditions.
- H. Supplementary Conditions.
- I. Section 00 43 43 - Wage Rates Form.
- J. Specifications bearing the title “Village of Algonquin – Algonquin Shores Force Main Replacement” as prepared by Trotter and Associates, Inc.
- K. Drawings, consisting of a cover sheet and all sheets as designated in SECTION 00 01 15 – List of Drawing Sheets, with each sheet bearing the title “Village of Algonquin – Algonquin Shores Force Main Replacement” as prepared by Trotter and Associates, Inc.
- L. Addenda No’s __ to __, inclusive.
- M. CONTRACTOR’s Proposal (Pages 1 to ____, inclusive).
- N. Documentation submitted by CONTRACTOR prior to Notice of Award.
- O. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D. All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement becomes effective as of **April 16, 2024**.

OWNER
VILLAGE OF ALGONQUIN, ILLINOIS

CONTRACTOR
GANZIANO SEWER & WATER, INC.

by _____
Debby Sosine, Village President

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____
Village Clerk

by _____

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Ganziano Sewer & Water, Inc.
14020 Pleasant Valley Rd.
Woodstock, IL 60098
(912) 210-3327

END OF SECTION 00 52 00



February 13, 2024

Cliff Ganek
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Re: Village of Algonquin
Algonquin Shores Force Main Replacement – Construction Engineering Services
Professional Services Agreement

Dear Mr. Ganek:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE
President

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February 13, 2024

Cliff Ganek
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

**Re: Village of Algonquin
Algonquin Shores Force Main Replacement – Construction Engineering Services
Professional Services Letter Agreement and Exhibits**

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Algonquin Shores Force Main Replacement – Construction Services (hereinafter referred to as the “PROJECT”).

Project Understanding

At the intersection of Riverwood Drive and Stratford Lane, the existing Algonquin Shores Lift Station force main reduces from a 10" pipe to a 6" pipe, creating a bottleneck in the system. The Village has identified settlement between the 10"x6" reducer and the discharge manhole on Souwanas Trail. TAI Has completed Phase 1 Design to replace this section of 6" diameter force main with a 10" diameter force main.

The Village of Algonquin has requested construction engineering services for the Algonquin Shores Force Main Replacement project. The scope for the project is as follows:

1. Replace the existing 6" force main with a 10" force main and associated appurtenances.
2. Remove trees as needed for force main installation.
3. Restoration of parkway and pavement.

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

Construction Phase

1. Consult with the Village and act as the Village’s representative during the execution of construction.
2. Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
3. Provide field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 65 calendar days and final completion within 85 days. Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 40 hours per week. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.
4. Prepare and distribute resident notices and coordinate with residents throughout the project.

5. As appropriate, provide project control and benchmarks for locating the work, which in the Engineer's judgment are necessary to enable Contractor to proceed.
6. Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
7. Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
8. Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
9. Review and take appropriate action with respect to pay requests; including verification of quantities, certified payroll, waivers, and other items required by the Village to be submitted by the contractor.
10. Review and Recommend Change Orders and Work Change Directives as required.
11. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
12. Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
13. Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents
14. Provide weekly reports to Village staff on the status of construction.
15. Schedule and conduct weekly construction meetings as necessary during construction phase.
16. After notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Village and Contractor, conduct an inspection to determine if the Work is Substantially Complete
17. Assist Village Staff and Design engineer in closing out the project.
18. Prepare and furnish record drawings.
19. Prepare and provide CADD files depicting as-built utility lines only; survey data for as-built utility structures and appurtenances that are included on the provided CADD files.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges, if any.

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 40 hours per week. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.

The total compensation for services will not exceed \$35,600.

<u>Construction Phase</u>	<u>\$35,600</u>
Total Authorized for Construction Engineering	\$35,600

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

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Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement becomes effective as of **April 16, 2024**.

OWNER
VILLAGE OF ALGONQUIN, ILLINOIS

CONTRACTOR
H. LINDEN & SONS SEWER AND WATER , INC.

by _____
Debby Sosine, Village President

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____
Village Clerk

by _____

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

H. Linden & Sons Sewer and Water, Inc.
722 E. South St. Unit D
Plano, IL 60545
(630) 552-9955

END OF SECTION 00 52 00

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February 13, 2024

Cliff Ganek
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Re: Village of Algonquin
Gaslight Drive Force Main Replacement – Construction Engineering Services
Professional Services Agreement

Dear Mr. Ganek:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'R. Trotter', with a long horizontal flourish extending to the right.

Robert Scott Trotter, P.E., BCEE
President

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February 13, 2024

Cliff Ganek
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

**Re: Village of Algonquin
Gaslight Drive Force Main Replacement – Construction Engineering Services
Professional Services Letter Agreement and Exhibits**

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Gaslight Drive Force Main Replacement – Construction Services (hereinafter referred to as the “PROJECT”).

Project Understanding

In March 2023, Trotter and Associates conducted a comprehensive Lift Station Upgrades Assessment for Future Development for Braewood Lift Station. The assessment identified crucial improvements, including the replacement of pumps, grinder unit, and odor control equipment. The primary concern highlighted the imperative need to upsize the station to meet projected peak hourly flow demands, given the current capacity of 1,500 GPM.

Rapid development in both the Braewood Lift Station service area and the upstream Grand Reserve Lift Station service area poses a challenge, as the Braewood Lift Station is nearing its operational limit. To address this issue, TAI is currently providing design services for the necessary lift station upgrades. The project is divided into two phases: Phase 1 includes replacement of the Braewood Lift Station Force Main, and Phase 2 pertains to upgrades of the lift station.

The Village of Algonquin has requested construction engineering services for the first phase of improvements at the Braewood Lift Station to upsize the existing force main.

The Gaslight Drive Force Main Replacement scope is as follows:

1. Replace the existing 10” force main with a 16” force main and associated appurtenances.
2. Install a pump bypass structure that can be utilized to:
 - a. Bypass the existing lift station between the wet well and the proposed 16” force main; and
 - b. Bypass the proposed 16” force main by pumping to the existing 10” force main.
3. Remove trees along the existing creek.
4. Restoration of parkway and pavement.

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

Construction Phase

1. Consult with the Village and act as the Village's representative during the execution of construction
2. Attend one (1) public meeting to discuss project impacts to residents.
3. Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
4. Provide field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 90 calendar days and final completion within 110 days. Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 40 hours per week. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.
5. Prepare and distribute resident notices and coordinate with residents throughout the project.
6. As appropriate, provide project control and benchmarks for locating the work, which in the Engineer's judgment are necessary to enable Contractor to proceed.
7. Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
8. Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
9. Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
10. Review and take appropriate action with respect to pay requests; including verification of quantities, certified payroll, waivers, and other items required by the Village to be submitted by the contractor.
11. Review and Recommend Change Orders and Work Change Directives as required.
12. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
13. Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
14. Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents
15. Provide weekly reports to Village staff on status of construction.
16. Schedule and conduct weekly construction meetings as necessary during construction phase.
17. After notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Village and Contractor, conduct an inspection to determine if the Work is Substantially Complete
18. Assist Village Staff and Design engineer in closing out the project.
19. Prepare and furnish record drawings.
20. Prepare and provide CADD files depicting as-built utility lines only; survey data for as-built utility structures and appurtenances that are included on the provided CADD files.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges, if any.

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 40 hours per week. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.

The total compensation for services will not exceed \$ 90,700.

<u>Construction Phase</u>	\$ 90,700
Total Authorized for Construction Engineering	\$ 90,700

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, P.E.; Village Engineer

SUBJECT: Recommendation to award the bid for the 2024 MFT Asphalt Program with Schroeder Asphalt Services, Inc.

The Bid opening for the 2024 MFT – Asphalt Program was held on March 12, 2024, at 10:00 a.m. The program consists of pavement patching on local streets and bike path replacement as determined by field inspections performed by Public Work’s staff.

This year’s program will focus on locations identified on Bunker Hill Drive, Grayhawk Drive, White Deer Drive, Hanson Road, Harnish Drive (west of Randall Road), Saratoga Circle, and the path on Square Barn Road from Algonquin Road to Kelliher Park. This program does not encompass pavement patching village-wide, only the areas selected per the MFT budget. Additionally, Public Works staff will perform more localized patching regions in-house.

Village staff received four bids and recommend the low bidder, Schroeder Asphalt Services, Inc. (SAS), in the amount of \$203,311.00 for this project. The bid amount is approximately \$19,000 under the engineer’s estimate and within the amount budgeted in the MFT fund for FY2024/25.

Schroeder Asphalt, located in Huntley, successfully completed last year’s Asphalt Program and performed up to the Village’s standards. SAS also previously completed the High Hill Subdivision project in 2021 and 2022 and provided quality workmanship on that project.

Therefore, staff recommends that the Committee of the Whole take the necessary action to move this contract with Schroeder Asphalt Services, Inc. on to the full Board of Trustees for approval in the amount of \$203,311.00.

Summary

1. This annual program that utilizes MFT funds to patch large areas of local roads and bike paths.
2. The bid amount is within the budgeted amount.
3. This will be SAS’s third straight year completing this program in the Village and also performed well on a \$3 million subdivision project in 2022/23.



Contractor's Name

Schroeder Asphalt Services, Inc.

Contractor's Address

PO Box 831

City

Huntley

State

IL

Zip Code

60142

STATE OF ILLINOIS

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

24-00000-00-GM

Street Name/Road Name

2024 MFT ASPHALT PATCHING AND BIKE PATH MAINTENANCE

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

Village President

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	2024 MFT ASPHALT PATCHING AND	McHenry	24-00000-00-GM

1. THIS AGREEMENT, made and concluded the 19th day of March between the Village of Algonquin, known as the party of the first part, and Schroeder Asphalt Services, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00000-00-GM in Village of Algonquin, approved by the Illinois Department of Transportation on 04/16/24, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Algonquin

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Schroeder Asphalt Services, Inc.

President, Party of the Second Part Signature & Date

By: [Signature] 03/20/24

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date



(SEAL, if required by the LPA)

Attest:

Secretary Signature & Date

[Signature] 03/20/24

(SEAL, if required by the LPA)

Instructions for BLR 12320 - Page 1 of 2
Instructions are not to be submitted with the form.

This form shall be used to execute Local Public Agency (LPA) contracts. The successful bidder must complete this form for formal contract proposals. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual (BLRS) for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will auto-populate.

Contractor's Name	Insert Contractor's name.
Contractor's Address	Insert Contractor's address.
Local Public Agency	Insert the name of the LPA.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Type of Funds	Insert the type of funds being used to fund this project.
For a County and Road District Project	
Highway Commissioner Signature	For a Road District Project the Highway Commissioner shall sign and date here.
County Engineer/Superintendent of Highways	For a road district project or county project, the County Engineer/Superintendent of Highways shall sign and date here.
For a Municipal Project	
Signature and Date	For a Municipal project the appropriate municipal official shall sign and date here.
Official Title	Insert the title of the official who signed above.
Department of Transportation	
Regional Engineer Signature & Date	Upon a limited review the Regional Engineer shall sign and date here.
#1	
Day	Insert the Day the contract is made between the two parties.
Month, Year	Insert the month and year that corresponds to the date listed to the left.
Local Public Agency Type	From the drop-down, select the LPA type.
Local Public Agency	Insert the name of the LPA.
#3	
Section Number	Insert the section number without dashes that applies to this project.
Local Public Agency	This field is automatically completed based on previous entries.
Date	Insert the date the documents for bidding were approved by IDOT.
#4	
Local Public Agency Type	From the drop-down list, select the LPA type.
Local Public Agency	Insert the name of the local public agency.

Instructions for BLR 12320 - Page 1 of 2

Signatures

Local Public Agency Clerk

LPA Clerk shall sign, seal and date here.

Seal

The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.

By:

The awarding authority duly designated contracting official must sign and date here.

If a corporation

Corporate Name

If a corporation, insert the name of the corporation, followed by the signature of the corporate president with the date of signature.

Attest

The secretary of the corporation shall sign and date here.

If a partnership

Partner Signature

If a partnership, the first partner must sign and date here. The second partner must sign and date the line below.

Party of the Second Part

If a partnership insert the name of the corporation.

If an Individual

If an individual the successful bidder shall sign and date here.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk

Successful Bidder

Engineer (Municipal, Consultant or County)

District File



Contract Bond

E-mail	Reset Form
--------	------------

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Algonquin	McHenry	2024 MFT Asphalt Patching	24-00000-00-GM

Bond information to be returned to Local Public Agency at 2200 Harnish Drive, Algonquin, IL 60102
Complete Address

We, Schroeder Asphalt Services, Inc., PO Box 831, Huntley, IL 60142
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Hudson Insurance Company, 100 William Street, 5th Floor, New York, NY 10038
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
Two Hundred Three Thousand Three Hundred Eleven and 00/100

Dollars (\$203,311.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 19th day of March, 2024.
Day Month and Year

PRINCIPAL

Company Name
Schroeder Asphalt Services, Inc.

Company Name

By
Signature & Date
[Signature] 03/20/24

By
Signature & Date

Attest
Signature & Date
[Signature] 03/20/24

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF Dekalb

I, Rachael McDow, a Notary Public in and for said county, do hereby certify that
Notary Name

Ronald Schroeder & Jennifer Graves

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of March, 2024
Day Month, Year



Notary Public Signature & Date
Rachael McDow 03/20/24

Date commission expires 11/04/2026

SURETY

Name of Surety
Hudson Insurance Company

Title James I. Moore, Attorney-In-Fact
By: [Signature]

STATE OF IL
COUNTY OF DUPAGE

I, Lisa Marotta, a Notary Public in and for said county, do hereby certify that
Notary Name

James I. Moore

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of March, 2024.
Day Month, Year



Notary Public Signature & Date Lisa Marotta
[Signature] March 19, 2024.

Date commission expires February 7, 2026.

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date
[Signature Box]

Village Clerk
Local Public Agency Type

Awarding Authority
Village President

Awarding Authority Signature & Date
[Signature Box]



Bond Number: HGMW-238-2059

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis Dina Daskalakis No. 01MU6067553 Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of March, 2024.



By: Dina Daskalakis Dina Daskalakis, Corporate Secretary



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: In-House Engineering Task Order – FY2024-2025 Contract Extension

The Public Works Department has been utilizing engineering staff from Christopher B. Burke Engineering Ltd. (CBBEL) since June of 2019 upon the departure of the Project Manager. Since then, the Capital Budget and the number of projects has increased significantly. Specifically, in 2024/25, the Engineering staff is tasked with over 56 Capital projects, which is an increase of over 20% from last fiscal year.

During FY 2024/25 budget discussions, money was budgeted in the Water and Sewer Improvement and Street Improvement funds to continue using CBBEL staff during this fiscal year; \$50,000 in each Capital account for a total of \$100,000. This represents a reduction of \$100,000 from the previous year and a total reduction of 140% since FY 2022/23 due to the additions of the Village Engineer and Engineer II.

Despite inflation, CBBEL has once again offered to keep the current rate of \$120/hour for in-house engineering services. This rate is extremely favorable when compared to outside consultant engineering services. We have been pleased with the work that has been performed by CBBEL staff, and they are a great addition to our team at Public Works, as well as other departments in the Village.

Therefore, we recommend that the attached Task Order Amendment be moved forward by the Committee of the Whole to Village Board for In-House Engineering Services with CBBEL in the amount of \$100,000 for FY 2023-2024, beginning May 1, 2024.

In-house Engineering Services
Revised August 6, 2019
Amendment 1 November 18, 2019
Amendment 2 May 13, 2020
Amendment 3 May 26, 2021
Amendment 4 April 19, 2022
Amendment 5 March 28, 2023
Amendment 6, April 1, 2024

**Consulting Engineering
Master Agreement Work Order Form**

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

CBBEL understands that the Village is looking to supplement their current in-house Public Works staff by utilizing the services of an outside consulting firm. We understand that the Village wishes to extend the existing agreement until April 30, 2025.

III. Scope of Services

A. Engineering Services

CBBEL will provide General Engineering Assistance as directed by Public Works Staff.
Contract Engineering (In-house Engineering)
\$ 50,000 - Water/Sewer Capital
\$ 50,000 - Street Capital


IV. Staff-Hour & Fee Summary

We will bill you on a time and materials basis at the rate of \$120 per hour for a not-to-exceed fee of \$100,000.

VILLAGE OF ALGONQUIN

Accepted by: _____
Title: Village President
Date: April 16, 2024

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____
Title: President
Date: April 1, 2024



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: April 4, 2024

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director
Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: Woods Creek Watershed Plan Update

Please find attached a proposal from Baxter & Woodman Natural Resources for updating the Woods Creek Watershed Based Plan.

Woods Creek and its numerous tributaries account for approximately 9.5 miles of streams and nearly 8.6 square miles of land surface. The watershed drains to Woods Creek Lake in Lake in the Hills before re-entering the Village of Algonquin and joining with the Crystal Creek watershed.

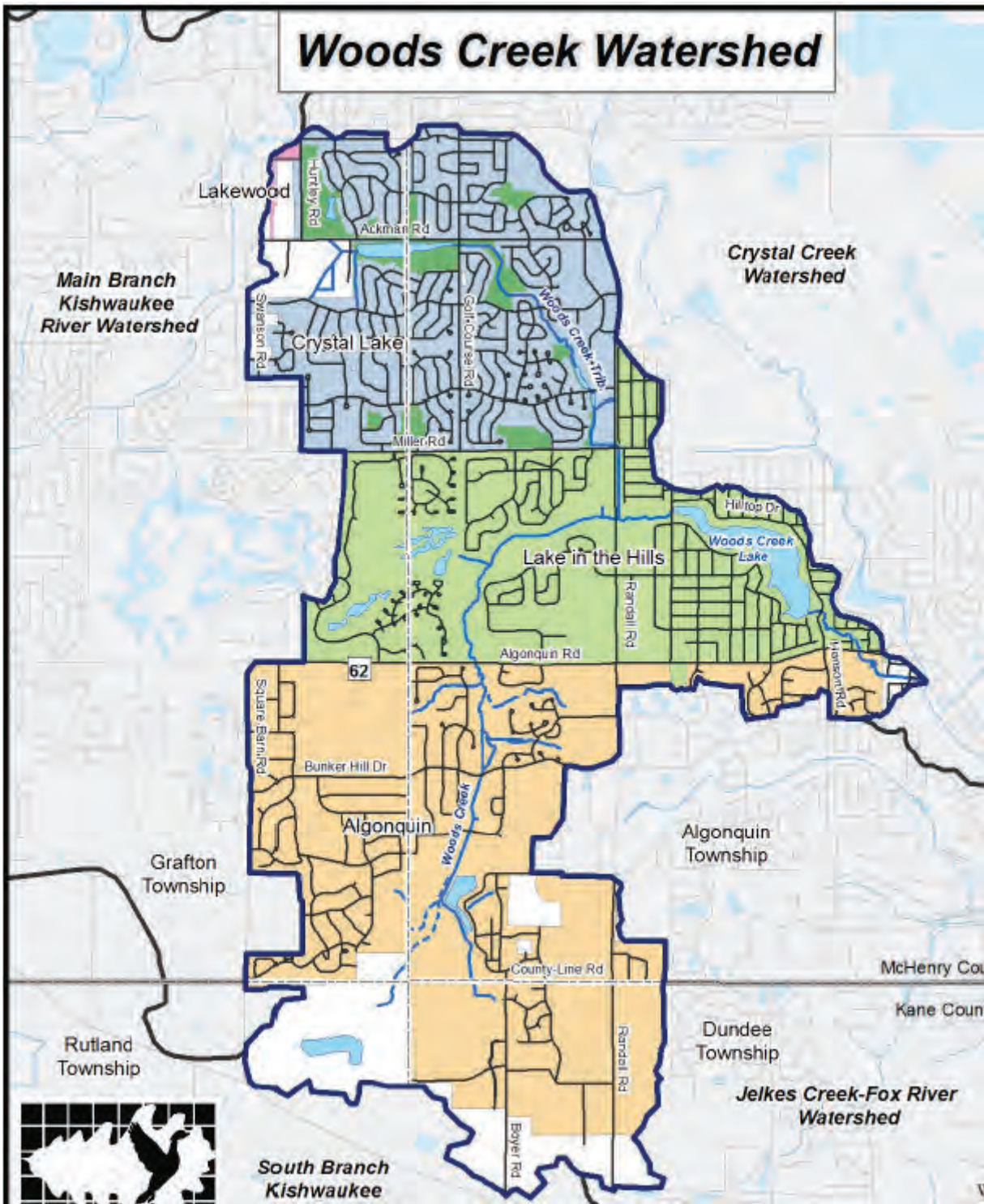
This watershed plan was first completed in January 2013. In the ten years since that plan was completed, many of the projects listed in the original plan have been constructed. Land use, development, zoning changes and comprehensive plan changes have also come together to alter some of the conditions that were part of the original plan, thus rendering many parts of it out of date.

The Illinois Environmental Protection Agency suggests that a watershed plan be updated every ten years to accommodate for these circumstances. This is important because the plans details out current conditions and projects, calling out priorities and critical areas. This list is what we use to apply for IEPA Section 319 Water Quality Grants. A project must be called out in an IEPA approved watershed plan in order to be eligible for this funding.

Money for this is being proposed as part of the fiscal year 24/25 budget in the Natural Area & Drainage Fund in the amount of \$50,000.00

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Woods Creek Watershed Based Plan Update to Baxter and Woodman Natural Resources in the amount of \$45,000.00

Woods Creek Watershed



April 1, 2024

Ms. Michele Zimmerman
Assistant Public Works Director
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Subject: Woods Creek WBP Update

Dear Ms. Zimmerman:

Baxter & Woodman, Inc., understands that the Village of Algonquin would like to update the 2013 Woods Creek Watershed-Based Plan. We are pleased to provide this Proposal for planning services to update both watershed plans. The Updates will be stand-alone documents, submitted as an attachment to the original plans. A detailed summary of our proposed scope of services and fee is provided below.

SCOPE OF SERVICES

Woods Creek Watershed-Based Plan Update

Task 1.1: Project Management & Meetings

Baxter & Woodman will plan, schedule, and lead activities to complete the watershed plan update. These activities include, but are not limited to budget, schedule, and scope. We will facilitate and attend two watershed stakeholder meetings dedicated to updating the Woods Creek Watershed Plan. As required, we will also complete the IEPA's Watershed-Based Plan Evaluation Form.

Lump Sum Fee: \$5,000

Task 1.2: Watershed Resource Inventory

Baxter & Woodman will perform an on-the-ground field assessment and windshield survey to identify new projects not included in the 2013 Watershed Plan, including completing appropriate data forms and marking up maps. We will then use this information to complete a GIS data analysis and update outdated information, as necessary.

Lump Sum Fee: \$10,000

Task 1.3: Jurisdictions & Ordinance Review

Baxter & Woodman will update the "Jurisdictions" section related to new IEPA standards. We will also complete and update the "Ordinance Review" and include policy recommendations to account

for project and policy updates since the original plan was completed.

Lump Sum Fee: \$3,000

Task 1.4: Green Infrastructure Network

Baxter & Woodman will review and update the Green Infrastructure Network map based on any new land use changes and recommendations from the Village.

Lump Sum Fee: \$4,000

Task 1.5: Existing & Future Land Use

Baxter & Woodman will update existing and future land use data and maps to reflect changes since the plan was originally written in 2013 and include any new Comprehensive Plan changes in Crystal Lake, Lake in the Hills, and Algonquin.

Lump Sum Fee: \$5,000

Task 1.6: Causes & Sources of Impairment

Baxter & Woodman will update the Causes & Sources of Impairment section of the report to reflect most recent Illinois Integrated Water Quality Report and Section 303(d) List (June 1, 2022) and any new supplemental water quality data provided by the Village.

Lump Sum Fee: \$3,000

Task 1.7: Programmatic Action Plan

Baxter & Woodman will update the Programmatic Action Plan section of the report based on new information and BMPs that have been developed in the last 10 years related to watershed management.

Lump Sum Fee: \$3,000

Task 1.8: Site Specific Action Plan & Critical Areas

Baxter & Woodman will update the Site-Specific Action Plan to reflect completed projects, new projects, and update costs and priorities of remaining projects. Note: Critical Areas will be reassessed based on updated Action Plan project list.

Lump Sum Fee: \$6,000

Task 1.9: Implementation & Amendments

Baxter & Woodman will update the Plan Implementation section of the report to include new plan amendments and adaptive management sections.

Lump Sum Fee: \$3,000

Task 1.10: Update Report Cards

Baxter & Woodman will update Goal Report Cards to reflect implementation progress over the last 10 years.

Lump Sum Fee: \$3,000

Compensation

The Village shall pay Baxter & Woodman for the services performed or furnished, based upon our standard hourly billing rates for the actual work time performed, plus reimbursement of out-of-pocket expenses including travel, which is a lump sum fee of **\$45,000.00**.

If you find this proposal acceptable, please sign below and return one copy for our files. The attached Standard Terms and Conditions apply to this proposal.

We appreciate the opportunity to work with you. If you have any questions or need additional information, please do not hesitate to call Cecily Cunz at (815) 444-4440 or ccunz@baxterwoodman.com

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Matt Moffitt, PE, CFM, CPESC
Associate Vice President
Water Resources Department Manager

VILLAGE OF ALGONQUIN

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and 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 Letter 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, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes 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 agreed upon by all Parties by written agreement. 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 State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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 or contractor's methods of determining prices, or over competitive bidding, or 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 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 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 applicable laws, 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 contractors' 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 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; (6) BW 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; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) 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; (9) Shop drawing and submittal review by BW shall apply only to 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 contract 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; (10) 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, 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:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. 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 (“Losses”) arising out of or relating to the Project, provided that such Losses are 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 grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (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 Losses are 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 arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (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, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that 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 comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner 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 Owner 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. Project documents will be kept for time periods set forth in BW’s document retention policy 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 Owner or BW to any third party, including any lender, contractor, 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 Owner 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 executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

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 and/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 expresses 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; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Granite Boulder Installation contract with Martam Construction, Inc.

As part of the IDOT-let Souwanas Trail and Schuett Street project, the failed corrugated metal culvert at Souwanas Creek was replaced with an environmentally friendly three-sided box culvert. Proving a natural bottom culvert helped the Village avoid additional permitting costs and review timelines. The creek runs through residential properties within an existing drainage easement. To provide proper coverage over the culvert and replace the existing roadway structure, the creek elevation was lowered by about two feet.

Per plan, large granite boulders are to be placed around the channel's perimeter and within drop pools to avoid future erosion. These large boulders serve multiple purposes.

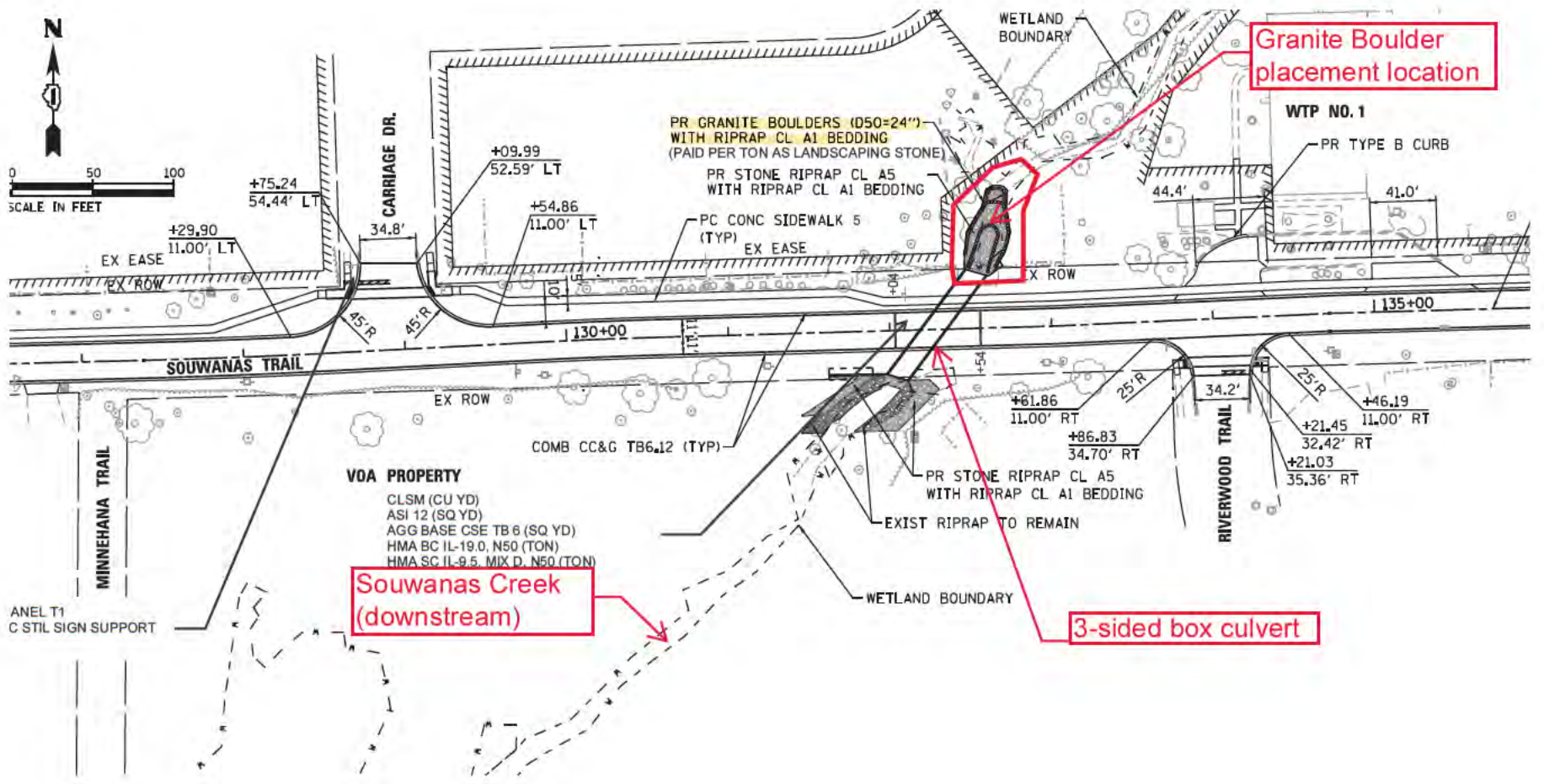
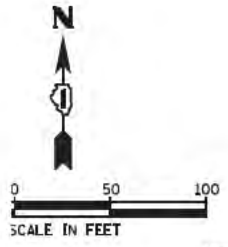
1. The large stones help stabilize the top of the bank during high-volume storm events.
2. Minimize grading impacts on the resident's property by making up a two-foot grade drop between the creek and the existing property.
3. Match aesthetics for previous improvements to the creek upstream.

Staff has chosen to perform the work outside of the IDOT contract to reduce the cost. In this regard, Martam Construction has been approached for a quote. Their quote (attached) is for \$27,750, which is roughly half the cost of performing the work within the existing contract.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move this item forward in the amount of \$27,750 and submit it to the Village Board for approval.

Summary

1. Removing the granite boulder installation from the existing Souwanas Trail contract and contracting Martam to complete the work will save the Village ~\$30,000.
2. Budget is available in the Streets fund next FY to cover these costs.



Granite Boulder placement location

Souwanas Creek (downstream)

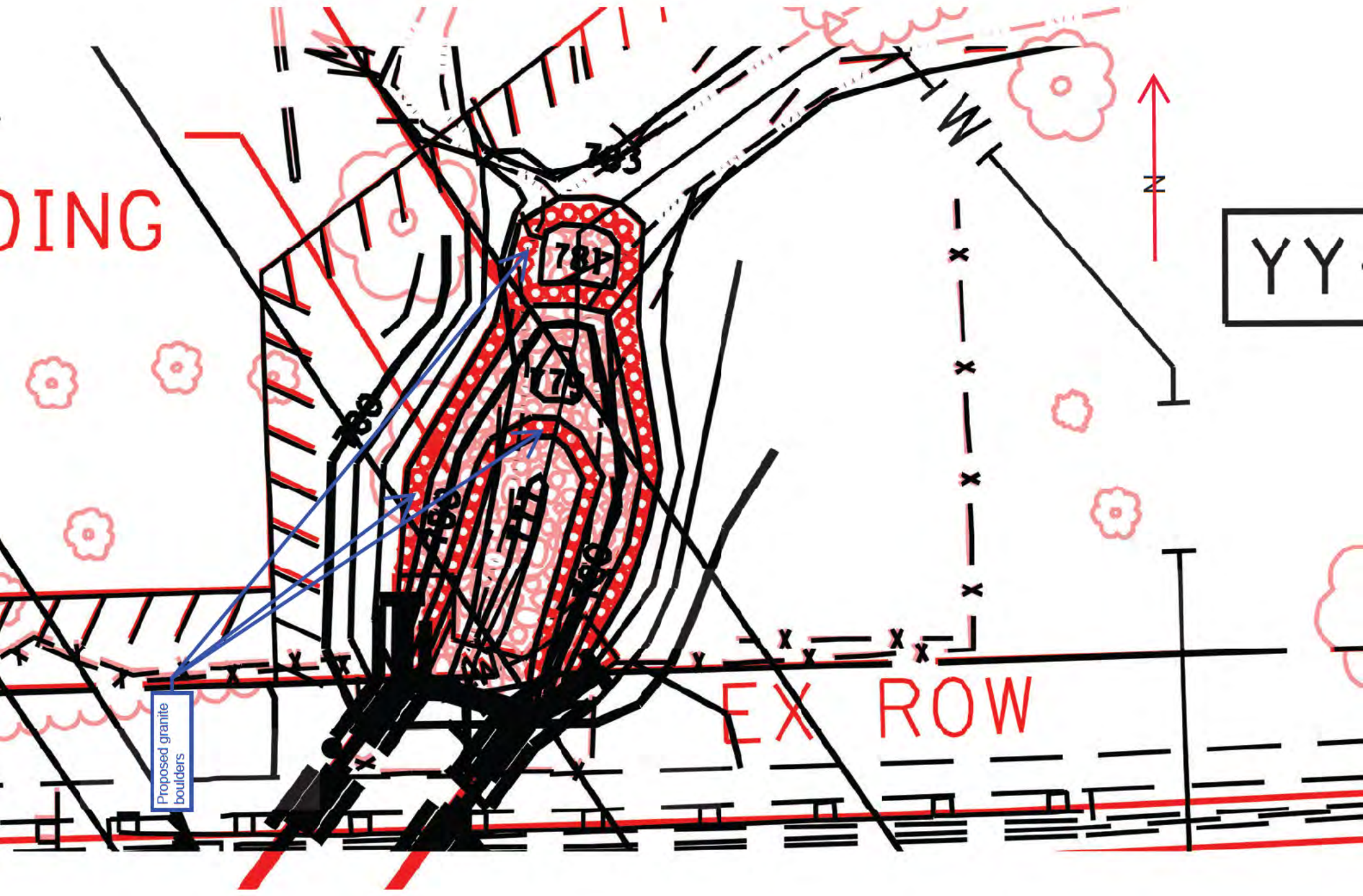
3-sided box culvert

DING

YY

EX ROW

Proposed granite boulders





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Design Amendment Proposal for Broadsmore Drive and
Stonegate Road Improvements with Christopher B. Burke
Engineering, Inc.

In an effort to apply for federal grant funds, staff began design on Broadsmore Drive and Stonegate Road in 2020. Through the McHenry County Council of Mayors (MCCOM), a reclassification application was submitted for Stonegate Road in 2022. The application was denied due to the lack of continuous roadway connection between Longmeadow and the south limits of the Willoughby Farms subdivision. The design funds were 90% expended at the time of the application. The remaining funds were used to investigate the feasibility of a bike path on Stonegate Road and Broadsmore Drive.

Without grant funding, the project has stalled. Recent developments require additional engineering design, survey, and environmental permitting work to construct the project to the Village standards. The additional scope includes

- Add Poets Lane, Tracy Lane, and Joyce Court to the improvements (0.5 miles)
- Add off-street path connection on Broadsmore Dr to Broadsmore Park (1,800')
- Additional survey and land acquisition for the proposed path
- Additional permitting: KDOT, USACE, IEPA
- Update surface and sidewalk assessments (previously done in 2019)
- Update plans and specifications to IDOT standards to utilize the remaining Rebuild Illinois (RBI) funds (must be used by July 2025).

The project will be split into two phases as described below.

1. Phase 1 (RBI section) – all work north of Broadsmore Drive
 - a. Estimated construction schedule: August 2024 – November 2024
 - b. Estimated construction cost: \$900,000
2. Phase 2 (Local funding section) – Broadsmore Dr. and Stonegate south of Broadsmore
 - a. Estimated construction schedule: April 2025 – August 2025
 - b. Estimated construction cost: \$1.6 million

This approach allows the RBI section (Phase 1) to be constructed and completed before the remaining RBI funds expire. It also allows Phase 2 to be designed without IDOT requirements, which adds time and cost.

The amended proposal from CBBEL is a not to exceed amount of \$72,265. In total the Phase 1 and 2 engineering design costs for this project are \$200,240. There is \$10,000 in the Street fund for this project that will be used this fiscal year. The remainder will be taken from available funds in the construction budget for this project in the Street fund in FY2024/25 now that RBI funds will be utilized.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move forward with the engineering design amendment with Christopher B. Burke Engineering, Inc. in the amount of \$72,265 and submit it to the Village Board for approval.

Summary

1. The project will be split into two phases to avoid delaying construction until 2025 and to utilize the Village's remaining RBI funds prior to expiration.
2. A design amendment is required to add Poets Ln, Tracy Ln, and Joyce Ct and an off-street bike path. Additional assessments and design revisions to meet IDOT standards are also required.
3. Budget is available in the Streets fund next FY to cover these costs.

BROADSMORE & STONEGATE STREET IMPROVEMENTS

MILES - 2.0



Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

This work order is for the completion of bid documents that will include additional plan changes outside the original scope of work for the Broadsmore Drive and Stonegate Road Improvements project from CBBEL's proposal dated October 20, 2020. The location of the project is Stonegate Road from Grandview Drive to Longmeadow Parkway, Broadsmore Drive from 500 feet west of Stonegate Road to Poets Lane, and the full extents of Loop Road, Sandy Creek Drive, Shade Tree Court, Bitter Spring Court, Rose Hill Court, and two unnamed courts off Stonegate Road north of Grandview Drive.

The project includes full depth reclamation (FDR) for the roadway pavement on Broadsmore Drive, Stonegate Road, and Loop Road, with 2" HMA pavement resurfacing on Sandy Creek Drive, Shady Tree Ct, Bitter Spring Ct, Rose Hill Court, and the two unnamed courts. The project also includes spot curb and gutter replacement, sidewalk replacement, driveway apron replacement, and utility rehabilitation. All ADA ramps will be reviewed and redesigned for compliance with current standards. On the south parkway of Broadsmore Drive, a new 8' wide HMA multi-use path will replace the existing sidewalk to connect into the west side of Broadsmore Park.

It is our understanding that additional scope of work will include FDR along Tracy Lane, and Poets Lane, with 2" HMA resurfacing on Joyce Court. These roadways will similarly include spot curb and gutter replacement, driveway apron replacement, curb and gutter replacement, and utility rehabilitation. All accessible ramps along these roadways will be redesigned for compliance with ADA standards. The original limits of FDR along Broadsmore Drive will also be extended to the west approximately 500 feet to terminate at Randall Road.

It is also our understanding that the Village would like to extend the 8' wide HMA multi-use path along Broadsmore Drive from Stonegate Road west approximately 450 feet to terminate at the rear driveway entrance of the commercial property at 2421 Randall Road. It is our understanding apron modifications and curb and gutter replacement may be necessary at this driveway to complete the connection of the path across the driveway. It is assumed that two proposed permanent easements will be required to construct the multi-use path outside the Village right-of-way, assuming the

path will be widened to the outside of the existing sidewalk. A wetland letter report will be prepared to verify the presence of on-site wetlands at the stormwater basins adjacent to the path. A stormwater analysis will also be conducted to verify impacts to the basins. Cross sections will be developed along the length of the path at 50 foot increments to confirm the limits of construction.

This work order will include a verification of existing conditions, renewed utility coordination, and updating the expired clean construction demolition debris certification. CBBEL will include new on-street bike facilities to be implemented on Stonegate Road from Longmeadow Parkway to Grandview Drive. Additional utility condition reports provided by the Village will be used to add additional storm, sanitary sewer, and water main repairs or replacements.

This work order will also include the separation of the original 2020 project limits into two independent phases of work, as described below:

- **Phase 1:** All work as described above for the portion of work along Stonegate Road north of Broadsmore Drive, Loop Road, Sandy Creek Drive, Shade Tree Court, Tracy Lane, Poets Lane, and Joyce Court.
- **Phase 2:** All work as described above for the portion of work along Stonegate Road south of Broadsmore Drive, Broadsmore Drive, the Broadsmore Drive multi-use path, Bitter Spring Court, Rose Hill Court, and the two unnamed courts.

It is our understanding that the Phase 1 project will utilize Rebuild Illinois (RBI) funding and local funding for construction costs, and local funding used for design costs. The Phase 1 project will be let July 2, 2024 and begin construction August 26, 2024.

The Phase 2 project will be locally funded for construction costs and design costs. The Phase 2 project schedule will be let in January 2025 and begin construction in Spring 2025.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey

The Topographic Survey of proposed bike path area will be performed within the Southerly Parkway of Broadsmore Drive from Stonegate Road to mall entry drive, 500'± west; The survey for proposed bike path shall include an area from the Southerly street right-of-way to the adjacent edge of pavement of subject street as shown on the attached.

Survey for special ADA ramps will be performed for three (3) Tracy Lane Intersections (NW, NE, SW, SE corners of Tracy Ln./Poets Ln., Tracy Ln./Joyce Cr., & Tracy Ln./ Broadsmore Dr. intersections). The survey for special ADA ramps shall include an area from the street right-of-way to the adjacent edge of

pavement of subject street as shown on Attachment #2 (Typical Quadrant Survey Criteria for ADA Ramps Design) and 25 feet overlap with crossing streets right-of-way.

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways, drainage structures, driveway culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles , Sidewalks (back and face of sidewalks) and pavement.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in engineering work.

Task A.2 – JULIE Coordination

CBBEL will coordinate with JULIE 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 JULIE 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. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Easement Exhibit and Legal Descriptions

It is assumed that four (4) total properties will require permanent easements in order to complete the work for the proposed bike path. Two (2) easement exhibits and legal descriptions were prepared for properties to the east of Stonegate Road as part of the original contract. Two (2) additional easements will be required along Broadsmore Drive west of Stonegate Road to extend the 8' multi-use path approximately 415 feet to the west.

This task will include the following:

1. Initial coordination with Client.
2. Research with the Kane County Recorder's Office.
3. Office calculations and plotting of field and record data.
4. CAD drafting of the easement exhibit for the proposed easement areas.
5. Write legal descriptions for the proposed easement areas.
6. Final review and submittal by an Illinois Professional Land Surveyor.

Task A.4 – Geotechnical Investigation

The Geotechnical Investigation prepared as part of the original contract will be required to be updated for the new work included along Tracy Lane, Poets Lane, and Joyce Court. The Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include four (4) new roadway pavement cores to a depth of 2 feet below the pavement surface to determine the existing condition of pavement and subgrade materials; two cores on Tracy Lane, one on Poets Lane, and one on Joyce Court. Upon completion of the field and laboratory work, Rubino will prepare a Core Summary Report using the collected data.

It is anticipated that the pavement and subgrade thicknesses along Tracy Lane, Poets Lane, and Joyce Court are similar in nature and thickness to the pavement cores analyzed in the 2020 geotechnical investigation along Stonegate Road and Broadsmore Drive. If this assumption proves true, no additional Full-Depth Reclamation field sampling or testing will be required; the FDR Mix Design for Stonegate Road and Broadsmore Drive will be utilized for the mix design on Tracy Lane and Poets Lane. In the event that pavements are shown to be drastically different than previous core samples, additional scope and testing is recommended.

The original Geotechnical Investigation conducted in 2020 will be used as a basis in the determination for Rubino to re-sign the IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. The LPC-663, which incorporated the Stonegate Road and Broadsmore Drive project area, was signed in July 2021 and thus has expired. A written statement from the Village explaining that there has not been any work done since 2021 in the project area will be used in conjunction with data from the new soil borings performed to reinstate the LPC-663 certification. Additional direct-push samples will be required for pH testing to confirm the Tracy Lane, Poets Lane, and Joyce Court areas for inclusion in the LPC-663 certification limits.

Task A.5 – Environmental Coordination

Wetland Field Reconnaissance: A wetland field reconnaissance of the project site will be completed to identify the current limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland communities will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Wetland Delineation Report: The results of the wetland field reconnaissance will be summarized in an updated letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site

photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms.

NOI Preparation and Submittal: CBBEL will prepare and submit an NOI to the IEPA for the site. CBBEL will provide the \$250/\$750 check to cover the NOI permit application fee (less than 5 acres = \$250; 5 acres or more = \$750). The application fee will be billed as a Direct Cost. This task includes a project notification submittal to Illinois State Historical Preservation Office (SHPO) and the Illinois Department of Natural Resources (IDNR). If additional consultation is requested by IDNR or SHPO, the work associated with the consultation will be covered under a separate proposal.

Stormwater Pollution Prevention Plan (SWPPP): CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP), for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the design engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation, CBBEL will select the soil erosion and sediment control (SESC) Best Management Practices (BMPs). CBBEL will submit an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task A.6 – Stormwater Review

CBBEL will complete a review of drainage problems, inlet locations, storm sewers, and existing drainage patterns to provide recommendations for additional inlets or potential storm sewer improvements.

B. Phase 2 Engineering

Task B.1 – Field Reconnaissance

CBBEL Staff will perform a new Field Reconnaissance of the streets included in the project with Village staff to confirm any changes to existing conditions. The purpose of the Field Reconnaissance will be to determine any additional curb and gutter and sidewalk removal and replacement locations with respect to the 2021 plans, in addition to reviewing any new construction or drainage problems. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Task B.2 – Plans, Specifications and Estimates

CBBEL will update the plans to separate the project into the Phase 1 and Phase 2 contracts as described in the Project Understanding.

All engineering plans, specifications, and cost estimates will be updated for Phase I and Phase 2 contract limits. In addition to separating the project, the following additional sheets and updates are anticipated based on comments received from the Village:

- New Typical Section sheet on Stonegate Road based on recommended bicycle facility
- Three new Existing and Removal sheets for Tracy Lane, Poets Lane, and Joyce Court, and one new sheet for west Broadsmore Drive up to Randall Road
- Three new Proposed Plan sheets for Tracy Lane, Poets Lane, and Joyce Court, and one new sheet for west Broadsmore Drive to Randall Road
- Four new ADA sheets for ramp areas along Tracy Lane, Poets Lane, and Joyce Court
- One new Plan and profile sheet for bike path extension along Broadsmore Drive
- One new Cross Section Sheet for bike path extension

CBBEL will review all utility inspection reports submitted by the Village and incorporate findings into the Plans.

CBBEL will update all construction details to reflect current Village of Algonquin standards and details. CBBEL will also update cost estimates to reflect new scope items and current bid prices.

This task also includes assisting the Village with bidding, bid tabulation, and providing a recommendation of the bids.

Task B.3 – Rebuild Illinois Fund Technical Memorandum

CBBEL will prepare and submit a Technical Memorandum in conformance with Rebuild Illinois Fund procedures with the Illinois Department of Transportation for approval. The technical memorandum will incorporate a Pavement Design Study to demonstrate the project meets structural pavement design criteria.

C. Meetings/Coordination

1 Meeting with Village assumed.
Kane County DOT Coordination and permit application
IDOT Coordination

D. Deliverables

PDF of Final Engineering Plans, Specifications and Estimate

E. Services by Others

4 Pavement cores by Rubino Engineering, renewed LPC-663 certification, and pH sampling.

F. Information to be Provided by Client

Village analysis of the existing sanitary and storm sewer condition, water main break history.

CAD Manager	20 hrs x \$170/hr	=	\$ 3,400
CAD II	16 hrs x \$125/hr	=	<u>\$ 2,000</u>
			\$22,280

Task B.3 Rebuild Illinois Fund Technical Memorandum

Engineer V	3 hrs x \$190/hr	=	\$ 570
Engineer IV	12 hrs x \$155/hr	=	\$ 1,860
Engineer III	24 hrs x \$140/hr	=	\$ 3,360
Engineer I/II	16 hrs x \$115/hr	=	<u>\$ 1,840</u>
			\$ 7,630

Subtotal Task B \$30,930

C. Meetings/Coordination

Engineer VI	2 hrs x \$225/ hr	=	\$ 450
Engineer V	12 hrs x \$190/hr	=	\$ 2,280
Engineer III	12 hrs x \$140/hr	=	<u>\$ 1,680</u>
			\$ 4,410

Subtotal		\$ 71,265
Direct Costs		<u>\$1,000</u>
Not-to Exceed Fee	=	\$ 72,265

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: April 3, 2024

TO: Nadim Badran, Public Works Director
Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Budget Purchase Approval – Mosquito Control

The purpose of this memo is to garner approval for contracted and budgeted expenses for mosquito control, Village-wide, provided by Clarke Environmental Mosquito Management, Inc. of St. Charles, IL. This annual program, which has run for many years now, has had a wonderful impact upon minimizing the potential health risks that sometimes can be associated with mosquitos. The program limits their populations through a variety of efforts, and provides the added benefit of fewer populations for the improved comfort of the community. The budget was based upon the proposal amount, which is \$43,080. The quote is attached for your review.

The General Services budgeted \$43,080.00 for this work. The attached proposal is for \$43,080.00 which is what is budgeted for this program this season.

I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$43,080.00 to Clarke Environmental Mosquito Management, Inc. St. Charles, IL.



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for
The 2024 Village of Algonquin
EarthRight™ Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage naming the Village of Algonquin additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Algonquin representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP technology for West Nile Virus.
 2. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 3 inspections
 1. Three (3) complete inspections of up to 287 sites as outlined by most recent Clarke GIS Survey.
 2. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with Natular® mosquito larvicide as described in the following sections.
 1. Larval Control: The program provides for up to 25 acres of single brood or 30 day residual product via backpack, hand, or helicopter application.
 2. Catch Basins: One treatment of up to 4,500 catch basins, inlets and manholes using Natular®XRT extended residual slow release larvicide for up to 180 day control.



EarthRight™

Part IV. Adult Control

- A. Adulticiding in Residential Areas:
 - 1. As authorized by the Village of Algonquin, community-wide truck ULV treatments of up to 175 miles of streets using Merus™, a botanical insecticide. Treatments may be on a section or Village basis at a cost of \$90.00 per mile (minimum of 15 miles).
- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2024 EarthRight™ Payment Total Price for Parts I, II, III, IV**

\$43,080.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for
The 2024 Village of Algonquin
EarthRight™ Program**

I. Program Payment Plan: For Parts I, II, III, and IV as specified in the 2024 Professional Services Price Outline, the total for the 2024 program is \$43,080.00. The payments will be due on June 1st, July 1st, August 1st, & September 1st according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

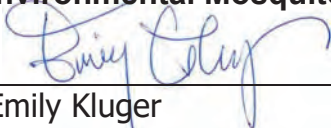
PROGRAM PAYMENT PLAN

Month	2024
June 1 st	\$10,770.00
July 1 st	\$10,770.00
August 1 st	\$10,770.00
September 1 st	\$10,770.00
TOTAL	\$43,080.00

For Village of Algonquin:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 12/12/2023
Emily Kluger



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Authorization for
The 2024 Village of Algonquin
EarthRight™ Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for Village of Algonquin:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Algonquin:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Kluger
675 Sidwell Court, St. Charles, IL 60174 or email to ekluger@clarke.com



Village of Algonquin

Police Department



~ MEMORANDUM ~

Date: April 3, 2024
To: Tim Schloneger, Village Manager
From: Dennis Walker, Chief of Police
Subject: Police Social Worker Program IGA

In May of 2022, the Village of Algonquin and its Police Department entered into an intergovernmental agreement (IGA) for a McHenry County Police Social Worker (PSW) Program. The term of this agreement expires on April 30, 2024.

I request that the IGA for the PSW program be renewed for the next term beginning on May 1, 2024 and ending on April 30, 2028. The cost of the first year of service will be \$38,625.

For the 2023 calendar year, officers referred 142 cases to the program including calls for mental health, domestic conflicts, support for senior citizens, and assistance to homeless individuals. The collaboration between Algonquin Police Officers initiating the referral and the Social Workers efforts on the back-end is invaluable and offers timely and effective assistance to those in need.

Please find the proposed IGA for your review and I respectfully request approval to continue with this program.

INTERGOVERNMENTAL AGREEMENT FOR POLICE SOCIAL WORKER PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the Village of Algonquin (hereinafter "Municipality").

WHEREAS, the MUNICIPALITY agrees to obtain the services of the COUNTY for purposes of providing twenty four (24) hour on call services, response to calls for service by a Police Social Worker (PSW), as well as consultation to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY agrees to provide twenty-four (24) hour on-call services by a PSW for the MUNICIPALITY, response to calls for service by municipality as well as consultations with law enforcement officers to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1.0 TERM OF AGREEMENT

This agreement shall be from May 1, 2024 through April 30, 2028 the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than sixty (60) days written notice as provided in paragraph 6.0 of this agreement.

2.0 DUTIES OF THE COUNTY

- A. The COUNTY shall provide on call services from a Police Social Worker, response to calls for service and consultation services to the MUNICIPALITY on a twenty-four (24) hour per day basis, 365 days per year excepting leap year, in which case leap year on call, response services and consultation services shall be provided on a twenty-four (24) hour per day basis 366 days per year.
- B. The County, through the Police Social Worker, will aid in education, training of officers in mental health response in times of crisis.
- C. The COUNTY, in its discretion, reserves the right to determine who will be employed by the COUNTY. The MUNICIPALITY retains no employment rights or liability for employment of PSW to the COUNTY.

3.0 DUTIES OF MUNICIPALITY

- A. The MUNICIPALITY agrees to provide a private workspace for the PSW assigned to them with the COUNTY's PSW Program and to pay for the cost associated with such space. The MUNICIPALITY further agrees to maintain the MUNICIPALITY's space and any equipment in a clean and proper working order.

4.0 COMPENSATION

- A. The MUNICIPALITY shall pay the COUNTY a fee of **\$38,625.00** for the first year, payable in one payment by or on the 15th of July, 2024. The annual fee for each of the remaining year in this Agreement shall be due on the 15th of July, annually;
 - 1) During this agreement date, the MUNICIPALITY agrees to pay the following for:
 - a. Second year: **\$42,250.00**
 - b. Third Year: **\$45,875.00**
 - c. Fourth Year: **\$49,500.00**
- B. There shall be an annual increase for additional years following this contract to be determined by the end of this agreement date. Any additional fees as well as the annual increase will be calculated by the COUNTY after consultation with the PSW advisory council and considering the following:
 - 1) The MUNICIPALITY's percentage of operating costs based on the MUNICIPALITY's previous year's call for services data.
 - 2) Operating costs are based on the cost to the COUNTY for the Police Social Workers and percentage of the LCPC Supervisor, Admin Assistant and Program Director's salary and benefits (IMRF, SSA, Medicare, Insurance, and miscellaneous costs such as training and vehicle).
 - 3) A call for service is defined as: A telephone or radio request received by the COUNTY or an officer-initiated activity requiring interaction between the officer and County PSW.
 - a. This does not include "calls" that are viewed as more self-initiated in nature, such as business checks, subdivision checks, and traffic stops.
 - 4) Population of MUNICIPALITY/ service area.
 - a. Any extraordinary increase in population, calls for service, or activity by the MUNICIPALITY or if the MUNICIPALITY police department consolidates with additional entities for police services, this contract shall be reopened for negotiation of fees.

5.0 INDEMNIFICATION

- A. The MUNICIPALITY agrees to defend itself in any actions or disputes brought against the MUNICIPALITY in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the MUNICIPALITY and MUNICIPALITY police department. The COUNTY shall hold harmless and indemnify the MUNICIPALITY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the COUNTY in the performance of their duties under paragraph 2.0 of this agreement.
- B. The MUNICIPALITY and the COUNTY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
- 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
 - 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
 - 3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.
- C. In reference to the insurance coverage maintained by the MUNICIPALITY and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.

- D. The MUNICIPALITY shall name the COUNTY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The MUNICIPALITY acknowledges that any insurance maintained by the COUNTY shall apply in excess of and not contribute to, insurance provided under the MUNICIPALITY's policy.
- E. The COUNTY shall name the MUNICIPALITY as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the MUNICIPALITY. The COUNTY acknowledges that any insurance maintained by the MUNICIPALITY shall apply in excess of, and not contribute to, insurance provided under the COUNTY's policy.

6.0 TERMINATION

- A. Either party may, with or without cause, terminate this agreement upon not less than sixty (60) days written notice delivered by mail or in person to the other parties.
- B. The MUNICIPALITY shall be responsible for payment to the COUNTY for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, pro-rated basis, based upon the contractual amounts cited above in paragraph 4.0 of this agreement. The COUNTY shall be responsible for the billing of said costs.
- C. The parties agree that they shall remain liable in accordance with paragraph 5.0 for all lawsuits filed for acts or omissions or any negligent, willful or wanton acts or omissions which occurred while a party to this Agreement.

7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability, sexual orientation, or national origin.

11.0 SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this agreement.

12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the MUNICIPALITY (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agent, representatives of the MUNICIPALITY, for any purpose, or in any manner, whatsoever.

13.0 NOTICES

- A. The MUNICIPALITY agrees to promptly notify the COUNTY in writing of:
 - 1) Any decision to terminate this agreement,
 - 2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and
 - 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY or the MUNICIPALITY under this agreement as well as the MUNICIPALITY or the MUNICIPALITY's police department's proposed response thereto.
- B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the MUNICIPALITY: _____, Board President
MUNICIPALITY of the VILLAGE of ALGONQUIN
2200 Harnish Dr.
Algonquin, IL 60102

14.0 ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

MUNICIPALITY of the VILLAGE of ALGONQUIN

By: _____ Date: _____

_____, President

MUNICIPALITY of the VILLAGE of ALGONQUIN

COUNTY OF MCHENRY

By: _____ Date: _____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____ Date: _____

Joe Tirio
McHenry County Clerk