

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

Trustee Glogowski – Chairperson
Trustee Dianis
Trustee Smith
Trustee Brehmer
Trustee Auger
Trustee Spella
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 Public Event License for Art on the Fox September 7 and 8, 2024
 - B. Consider a Public Event/Entertainment License for the Downtown Algonquin Association; Algonquin Wine Walk on Main Street Downtown Algonquin August 17, 2024
- 4. General Administration**
- 5. Public Works & Safety**
 - A. Consider an Agreement with Busy Beaver Inc. for the Wastewater Treatment Plant Floor Replacement
 - B. Consider an Agreement with Busy Beaver Inc. for the Public Works Facility Floor Replacement
 - C. Consider an Agreement with Brothers Asphalt Paving, Inc. Broadsmore Drive and Stonegate Road Improvements
 - D. Consider an Agreement with Civiltech Engineering, Inc. for the Construction Oversight of the Broadsmore Drive and Stonegate Road Improvements
 - E. Consider the Purchase of Two Ford F-450 Flat Bed Trucks from Knapheide of McHenry
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

The Gem of the Fox River Valley

DATE: July 9, 2024

TO: Committee of the Whole

FROM: Peggy Blanchard, Economic Development Specialist
Patrick Knapp, Community Development Director

SUBJECT: Public Event/Entertainment License Application – Art on the Fox

The Village of Algonquin is seeking approval of a Public Event License for the Art on the Fox art festival that will take place in downtown Algonquin on September 7 and 8, 2024. This event is being put on by the Village of Algonquin and is being organized by Amdur Productions, Inc. The Art on the Fox is a free public cultural event that features original art of all medias and also live music. The Art on the Fox last occurred in 2023 on South Main Street.

This year, the festival is planned to take place on South Main Street between Algonquin Road and Madison Street. Police and Fire have given preliminary approval of the event map and Public Works has preliminarily approved the street closure. The Art on the Fox will have two 8x8 platform stages with live music from 10 am – 5 pm on September 7 and September 8, 2024. One of the stages will be located near the north end of Main Street near Algonquin Road and the other stage will be located at the south end of Main Street at Madison Street and or Washington Street. Along with the platform stages, approximately 75 artist and sponsor booths are planned to be located along Main Street. Staff will assess the need to provide shuttle bus service for off site parking as we get closer to the event and the construction in the downtown area.

The village is not planning to serve liquor as part of the art festival. Instead, the village plans to utilize a pending new liquor policy that would permit downtown restaurants to sell alcohol for consumption off-premises, within an enclosed area. This policy would allow attendees to patronize downtown businesses that have a valid liquor license to purchase an alcoholic beverage and then walk through the art festival with their food and beverage. If a current liquor license holder wishes to serve outside of their establishment they will need to obtain a Special Use Permit from the State of Illinois and need approval from the Village Board.

The Village Board hereby approves a Public Event Permit for Art on the Fox for September 7 and 8, 2024, waiving the serving and consumption of alcohol restrictions, within the designated area, for certain permitted licensees, Bold American Fare, Whiskey and Wine, Cucina Bella, Bullseye, Cattleman's Burgers and Brew, Riverbottom Ice Cream, Garden on Main, Bella Pizzeria, and The Black Bear Bistro. It will be the responsibility of the current liquor license holder to apply to the State of Illinois for the Special Use Permit. Food will be provided by the local businesses in the footprint of the Art Festival. If

the local restaurants do not provide food options during the festival hours, Amdur shall have the right with the approval of the Village to bring in outside food vendors.

To prove that customers have been carded, the businesses serving alcohol will provide wristbands when the customer purchases alcohol. The wristband will be one color with the Art on the Fox logo. All drinks leaving the premises must be served in a signature Art on the Fox plastic cup. If any of the businesses wish to sell outside of their licensed area, they will need to obtain a Special Event Permit from the State of Illinois. The festival may also include food vendors that would sell products different from those offered by downtown restaurants.

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

- 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.
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed.
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff.
- A Public Event Liquor Permit to sell alcoholic liquor must be obtained from the Village and State Liquor Commissioners OR proof of Village permission to have downtown restaurants sell alcohol for consumption off-premises.
- In the event of unfavorable weather conditions, the tent area(s) shall be vacated if there is a severe thunderstorm, if there is a tornado warning/watch issued, or in the case of high winds or gusts in excess of 40 mph.
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed.



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>	July 9, 2024
<u>SUBMITTED BY:</u>	Patrick Knapp AICP, Community Development Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Downtown Algonquin Association; Algonquin Wine Walk at Main Street Downtown Algonquin, Public Event/Entertainment License – August 17, 2024

ACTION REQUESTED:

Julie Callahan, on behalf of the Downtown Algonquin Association (DAA), is seeking approval of a public event/entertainment license for the Algonquin Wine Walk on Saturday, August 17, 2024. The event will occur in Downtown Algonquin along Main Street. The setup will begin at noon and the event will occur from 1:00 pm to 4:30 pm. No street closure is requested.

There will be up to 17 participating businesses with 15 planned wine stops and 3 planned food/water stops. Each wine stop will serve two - 1/2 oz pours totaling a 1 oz pour of wine at each stop. The food/water stops can be located on the sidewalk which will include a 6-foot table and a required minimum 5-foot width of unobstructed sidewalk.

The event fee will be \$50 per participant if purchased by July 15th and \$60 per participant if purchased after July 15th. Approximately 300 participants are expected with each participant given a punch card on a lanyard. Each business will then mark off their stop on the punch card.

The DAA will be hosting a raffle during the event.

The DAA is seeking a waiver of the Public Event License Fee of \$50/day.

DISCUSSION:

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

RECOMMENDATION:

Approval is contingent upon the following:

- This Special Event Permit shall be visible at all times;
- The applicant shall obtain a raffle license;
- 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;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. The coordinator shall notify the Village of any changes in location or operations, which may be subject to further review and approval by the Village;
- A minimum five-foot (5') sidewalk clearance shall be kept at all times;
- All Village fees must be paid prior to the event unless they are waived by the Village Board;

- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- All servers shall be Basset certified. Basset Certification training will be made available by the Algonquin Police Department;
- Each participating business serving alcohol shall have signage at the exit stating that all alcohol needs to be consumed before leaving. In addition, each stop shall have an attendant at the door to ensure all alcohol is consumed prior to participants exiting;
- A pre-meeting with the Liquor Compliance is required;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

ATTACHMENTS:

- Public Event License Application
- 2024 DAA Wine Walk Site Plan



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 Wine Walk

Sponsoring Organization:

Name: Downtown Algonquin Association Contact Name: Greg Geigel

Address: 444 N IL Route 31 STE 100

City, State, ZIP: Crystal Lake, IL 60012

Phone: [REDACTED] Email: greg@gkgfulfillment.com

Event Coordinator:

Name: Julie Callahan

Home Address: [REDACTED]

City, State, ZIP: Crystal Lake, IL 60012

Phone: [REDACTED] Email: make@makitymake.com

Event Information:

Describe the Nature of the Event: To bring attention to the downtown businesses while shopping and wine tasting

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

Similar Wine Walk events were conducted by the Algonquin/Lake in The Hills Chamber. This will be the first wine walk sponsored by Downtown Algonquin Association, but have a similar structure.

Sidewalk sponsorships are being offered. These will include a 6 foot table table on areas on the sidewalk that do not impede on the public way.

For more information, See additional details attached to this application.

Event Address: Main Street Downtown Algonquin

Date(s) and Time(s) of the Event: August 17, 1:00 P.M. - 4:30 P.M.

Rain Date(s), if applicable: _____

Set-Up Date/Time: August 17 at 12:00 P.M.

Maximum Number of Attendees/Participants Expected: 300

Admission Fee: Yes No If Yes, list fee(s) to be charged: \$50 by July 15 then increasing to \$60 after July 15

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

To enhance the business community through events and education

Event Website: downtownalgonquin.com

Event Details:

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

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

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?
to maintain safety throughout the event

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. Insurance to be provided after event is approved.

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: _____

Undecided on band. Casual acoustic style music with no 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): Julie Callahan
On-site contact's cell number: 816-824-1813
On-site contact's work number: _____
On-site contact's home number: _____

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.



5/30/2024

Signature of Applicant

Date

Julie Callahan

Printed Name of Applicant

WINE WALK PARTICIPATION LIST							
WINE STOP BUSINESSES	ADDRESS	City	ZIPCODE	Needs Liquor License (Yes/NO)	EMAIL	PHONE	CONTACT
Bella's Short Stacks	208 S. Main Street	Algonquin	60102	YES	don.peters@algonquinaccounting.com		Don Peters
Bold American Fare	8 S. Main Street	Algonquin	60102	NO	greg.geigel@gmail.com		Greg Geigel
Bullseye Pub and Eatery	119 S. Main Street	Algonquin	60102	NO	wisher.bullseye@gmail.com		John Wisner
Cattleman's Burger & Brews	205 S. Main Street	Algonquin	60102	NO	gunga@msn.com		Mike Gallo
Cucina Bella	220 S. Main Street	Algonquin	60102	NO	cucinabella@yahoo.com		Tony Colatori
Port Edwards Restaurant	20 West Algonquin Road	Algonquin	60102	NO	Ziva@portedward.com		Ziya
RiverBottom Ice Cream	301 S. Main Street	Algonquin	60102	YES	bnovak1616@gmail.com		Bob Novak
Scorched Earth Brewing	203 Berg Street	Algonquin	60102	NO	gdoven@scorchedearthbrewing.com		Greg Doyen
Texan BBQ	101 North Main Street	Algonquin	60102	NO	jrabbit13@gmail.com		Rachelle Raddaiz
The Black Bear Bistro	107 S. Main Street	Algonquin	60102	NO	ago47@comcast.net		Santiago & Estela Suarez
Whiskey and Wine	103 S. Main Street	Algonquin	60102	NO	info@thewhiskeyandwineroom.com		Greg Geigel
Cassandra Strings	215 S. Main Street	Algonquin	60102	YES	c.thuneman@cassandrastrings.com		Keith Walavich
Clock Tower Cupcakes	123 S. Harrison Street	Algonquin	60102	YES	dstrat1940@comcast.net		Donna Stratton
Brokercity, INC.	102 S. Main Street	Algonquin	60102	YES			Frank Richier
Bobbie Rose Photography	122 S. Main Street	Algonquin	60102	YES	bobbiosephotography@gmail.com		Bobbie Rose
DeAnda Photography	122 S. Main Street	Algonquin	60102	YES	carol@deandaphotography.com		Carol DeAnda
Heavenly Attic Resale	307 S. Main Street	Algonquin	60102	YES	embroidery709@yahoo.com		Lois Carpenter
Mane Boutique Hair Lounge	214 S. Main Street	Algonquin	60102	YES	hair.by.aubrie.d@gmail.com		Aburie Losch
Looks by Ema	212 S. Main Street	Algonquin	60102	YES	looksbyema@gmail.com		Erin Austin
Makity Make	203 S. Main Street	Algonquin	60102	YES	make@makitymake.com		Julie Callahan
Saint Johns Mission Resale Shop	215 Washington Street	Algonquin	60102	YES			
Garden on Main	409 S. Main Street	Algonquin	60102	NO	rmx.1@sbcglobal.net		Ralph
Fox & Home	303 S Main Street	Algonquin	60102	YES	dzubek2495@gmail.com		Dominika Zubek
Bryan Clark-Shelter Insurance	200 N. Harrison Street	Algonquin	60102	YES	bryankclark@shelterinsurance.com		Bryan Clark
JP Group	200 N. Harrison Street	Algonquin	60102	YES			Jeff Pedesky
Risepoint	200 N Harrison Street Ste 101	Algonquin	60102	Yes	lauriat@risepointe.com		Chris Lauriat
Keller Williams Inspire	115 N. Main Street	Algonquin	60102	YES	carynprall@etopsuccess.com		Caryn Prall
Farmers Insurance/Mark Bidinge Agent	128 S. Main Street	Algonquin	60102	YES	mbidinger1@farmersagent.com		Mark Bidinge
Fishman Miller P.C., Law Offices	210 S. Main Street	Algonquin	60102	YES	abmiller@fishmanmillerpc.com		Anne Miller
ReNew on Main	1 N Main Street	Algonquin	60102	YES	renewonmain@trinity-pm.com		Denise Ramirez
Melt Hot Yoga	1 N Main Street	Algonquin	60102	YES			
Dentist Office	1 N Main Street	Algonquin	60102	Yes			
Bella's Wood Fire Pizza	123 S Main Street	Algonquin	60102	NO			
WINE STOP BUSINESSES	ADDRESS	City	ZIPCODE	Needs Liquor License (Yes/NO)	EMAIL	PHONE	CONTACT
The Algonquin House	400 Washington Street	Algonquin	60102	N/A	the_Algonquin_House@outlook.com		Lori Mason
Anthony's Barber Shop	150 S. Main Street	Algonquin	60102	N/A	torlandino@gmail.com		Anthony Orlandino
Bella Vita Salon	321 S. Main Street	Algonquin	60102	N/A	ciaoiacuaie@yahoo.com		Jackie Kacena
Catara Skin Care	308 S. Main Street	Algonquin	60102	N/A	Jeanne@catarasp.com		Jeanne Foote
Precision Eye Care	204 S. Main Street	Algonquin	60102	N/A	contact@precision2020.com		Dr. Beyer



Summer Lovin' Wine Walk

Save the Date!

When: Saturday August 17th • 1-4:30pm

Where: Downtown Algonquin

**Come be "hip" & "sip" with us while strolling
our beautiful downtown Main St.
Multiple wine stops • live music 🎵**

50/50 raffle

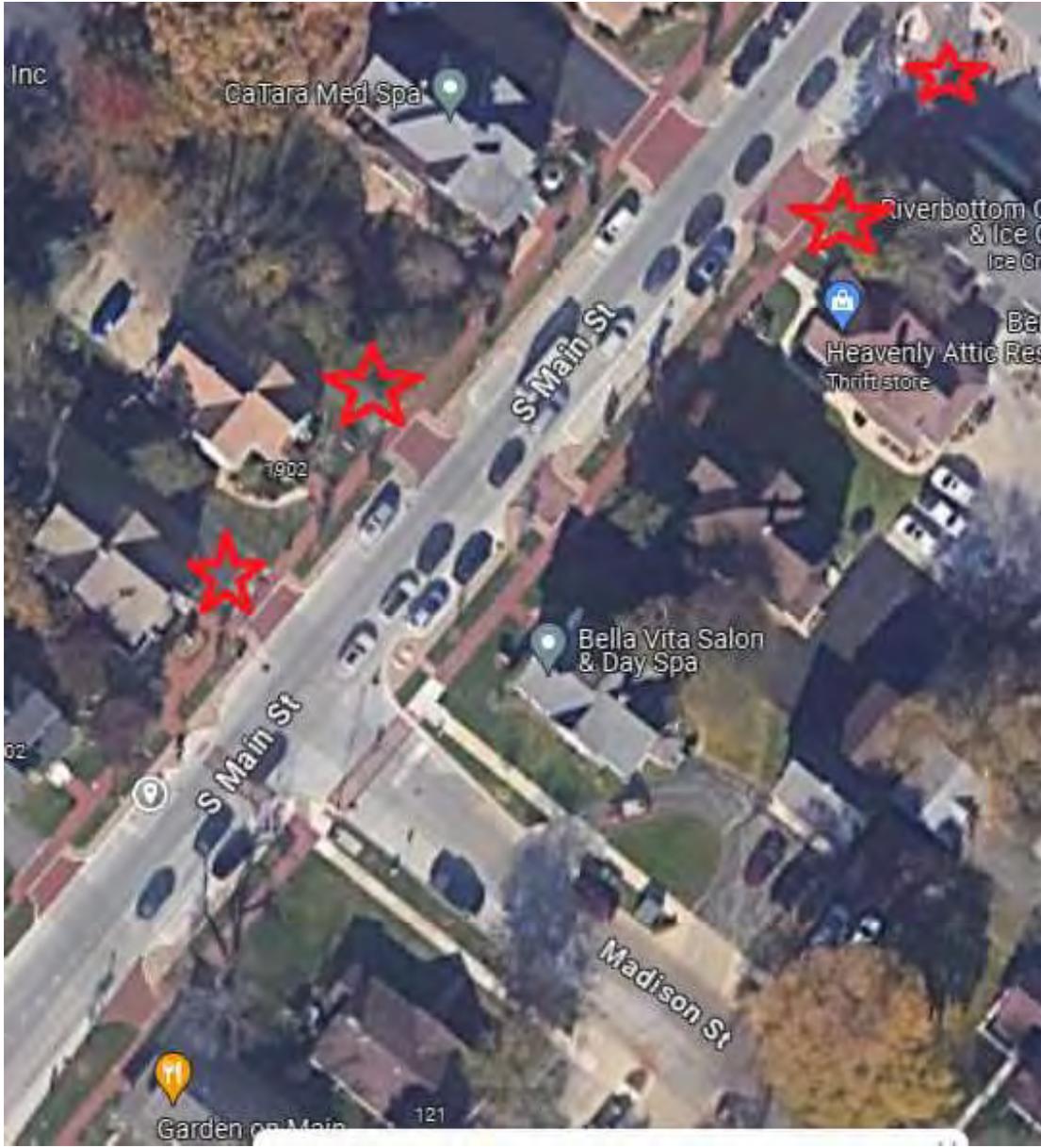
50's photo op • costume contest

TICKETS • \$60

Tickets purchased EARLY (by July 15th) • \$50



POTENTIAL AREAS FOR SIDWALK SPONSORSHIPS







Additional Details for the Event:

- There will be 17 businesses participating in the wine walk - 14 to 15 will be wine stops and 2 to 3 will be food/water stops
- Each stop will need to have a bassett certified server - we will organize a free class with Algonquin Police Department for those that need certification
- Each stop will serve 2 - 1/2 ounce pours (red and white wines) totaling a 1 oz pour at each stop
- Each participant will need to sign a waiver either when ordering their tickets or at check-in
- Each participant will be given a punch card with a lanyard and each business will need to mark off their stop
- No participant may leave any business with alcohol. All alcohol must be consumed inside the business. Signage will be posted at each exit. We will encourage each stop to have an attendant at door to ensure all alcohol is consumed prior to exiting.
- We will be selling sidewalk sponsorships for non-wine stop businesses that want to participate and are not in the downtown footprint. These businesses will either be selling their goods or services but no alcohol.
- No street closure for this event



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 24, 2024

TO: Tim Schloneger, Village Manager
Michael Kumbera, Deputy Village Manager/CFO
Nadim Badran, Public Works Director
Michele Zimmerman, Assistant Public Works Director
Jason Schutz, Utilities Superintendent

FROM: Michael Reif Internal Services Supervisor

SUBJECT: Recommendation for Wastewater Treatment Plant Floor Replacement

It has been determined that the tile floors in the Wastewater Treatment Plant have reached the end of their useful life. The floors were installed in 2002 when the building was renovated. Over the past twenty-two years, the tile has become cracked, chipped, scratched, and discolored.

Staff recommends replacing the tile with epoxy flooring, which is durable enough to last twenty-plus years.

Staff is recommending Busy Beaver Inc. remove all old tile and replace it with epoxy floors for \$40,656, which is \$7,656 above the \$33,000 in the FY 24/25 budget. Additional funds will be moved from other projects that have come in under budget.

Summary

1. The original tile floors were installed twenty-two years ago when the building was renovated.
2. Busy Beaver Inc. is a reputable company that has completed numerous high-quality epoxy floor projects for the Village, including PD locker rooms, Public Works fleet garage, supervisor offices, and numerous water/sewer division jobs.
3. The \$7,656 budget shortfall will be made up of surplus funds from other projects under budget in the FY 24/25 budget.



Busy Beaver Inc.

Industrial Concrete Floor Care Specialists

Proposal

**21060 Rand Road
Lake Zurich, IL 60047
Phone: (847) 726-2223 ext. 24
Fax: (847) 726-2248
Cell: (847) 417-4783
judy@busybeaverinc.com**

Mike Reif
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Job site: Water Reclamation
125 Wilbrant
Algonquin, IL

Contact:
Job Phone:

Date of proposal: 6/14/24
Phone: 847-658-1288
mikereif@algonquin.org

Fax: 847-658-4564

.....
We hereby propose to furnish materials and labor for completion of:

Full Flake Epoxy System – Flake Color to be Determined (Approx. 2,866 sq. ft.)

Remove tile and vinyl base board and place in dumpster provided by you. Power scrap to remove tile mastic. Grind to achieve an adhesive profile suitable for coating adhesion. Apply 1 coat of a 2-component 56% solids epoxy primer. The next day apply 1 coat of 100% solids epoxy into which vinyl flake will be broadcast to excess. The following day sweep up excess flakes and apply 1 coat of 100% solids epoxy in clear into which aluminum oxide will be broadcast for non-skid.

(\$40,656.00)

Note: Option 2 is based on us completing it in 2 mobilizations of 6 days. We work Monday through Friday and the floor cures over the weekend. We skip a week so you can get the first rooms put back together and start the second mobilization the following week.

Busy Beaver, Inc. is Celebrating 57 Years in Business

We hereby propose to furnish material and labor complete and in accordance with the above specifications and general terms and conditions (over), for the sum of **as above NET 30 DAYS**

Respectfully Submitted:
Busy Beaver, Inc.

Per : **Judy Stoeberl**

.....
ACCEPTANCE OF PROPOSAL: The above prices, specifications, and general terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date of Acceptance: _____

PO# _____

Authorized Signature: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 25, 2024

TO: Tim Schloneger, Village Manager
Michael Kumbera, Deputy Village Manager/CFO
Nadim Badran, Public Works Director
Michele Zimmerman, Assistant Public Works Director

FROM: Michael Reif Internal Services Supervisor

SUBJECT: Recommendation for Public Works Floor Replacements

It has been determined that the tile floors in the Public Works Building have reached the end of their useful life. The floors were installed in 2005 when the building was newly built. Over the past nineteen years, the tile has become cracked, chipped, scratched, and discolored.

Staff recommends replacing the tile with epoxy flooring, which is durable enough to last twenty-plus years.

Staff is recommending Busy Beaver Inc. remove all old tile and replace it with epoxy floors for \$40,077 which is under the \$56,000 that was budgeted in the FY 24-25 budget.

Summary

1. The original tile floors were installed nineteen years ago when the building was newly built.
2. Busy Beaver Inc. is a reputable company that has completed numerous high-quality epoxy floor projects for the Village, including PD locker rooms, Public Works fleet garage, supervisor offices, and numerous water/sewer division jobs.
3. The \$40,077 is \$15,923 below the \$56,000 budgeted in the FY 24-25 budget.



Busy Beaver Inc.

Industrial Concrete Floor Care Specialists

Proposal

**21060 Rand Road
Lake Zurich, IL 60047
Phone: (847) 726-2223 ext. 24
Fax: (847) 726-2248
Cell: (847) 417-4783
judy@busybeaverinc.com**

Mike Reif
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Job site: 110 Meyers Drive
Algonquin, IL

Contact:
Job Phone:

Date of proposal: 4/15/24
Phone: 847-658-1288
mikereif@algonquin.org

Fax: 847-658-4564

.....
We hereby propose to furnish materials and labor for completion of:

SE Camel with Hunter Green Boarder

Epoxy Seal Concrete – Color to be Determined (Approx. 4,923 sq. ft.)

Remove existing tile and vinyl base. Place in dumpster provided by customer. Power scrap to remove tile mastic. Clean out joints with vacuumized saw, vacuum out joint, fill joints full and slightly crowned with Qwik Joint as manufactured by Euclid Chemical utilizing a plural component calibrated pump, trim excess product flush to achieve a smooth transition Grind to achieve an adhesive profile suitable for coating adhesion. Apply 1 coat of a 2-component 56% solids epoxy primer. The next day apply 1 coat of 100% solids epoxy into which aluminum oxide will be broadcast for non-skid. The next day install a 12” boarder on perimeter of walls in Hunter Green.
(\$34,839.00)

Note: The above square footage includes the Lunchroom, Long Hallway, Small Hallway, 2 Vestibules, and the Copy Room. 2 hallways, vestibule, kitchen This is based on us getting all areas at the same time.

Note: The above price is based on the village disposing of tile and vinyl base. Price does not include us replacing base board.

Mud Room

Epoxy Seal Concrete - Gray (Approx. 140 sq. ft.)

Grind to remove existing failing coating and to achieve an adhesive profile suitable for coating adhesion. Apply 1 coat of a 56% solids epoxy primer The next day apply 1 coat of 100% solids epoxy into which a heavy broadcast of aluminum oxide will be broadcast for non-skid.

Floor Slop Sink

Urethane Modified Concrete (Approx. 22 sq. ft.) Agate Gray

Grind to remove existing coating and to achieve an adhesive profile suitable for coating adhesion. Gauge rake the three-component urethane modified concrete, loop roll the area to eliminate any mixing air bubbles, back roll the area to further finish off the product and smooth out the overlay, broadcast silica sand into the base too excess. The next day sweep up excess sand and apply 1 coat of apply 1 coat of a matte finish cementitious urethane coating.

Total for Mud Room and Slop Sink (\$5,238.00)

Busy Beaver, Inc. is Celebrating 57 Years in Business

We hereby propose to furnish material and labor complete and in accordance with the above specifications and general terms and conditions (over), for the sum of **(\$40,077.00)** NET 30 DAYS

Respectfully Submitted:
Busy Beaver, Inc.

Per : ***Judy Stoeberl***

.....
ACCEPTANCE OF PROPOSAL: The above prices, specifications, and general terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date of Acceptance:_____

PO#_____

Authorized Signature:_____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jake Benner, Engineer II

SUBJECT: Recommendation to Award the Bid for Broadsmore Drive and Stonegate Road Improvements to Brothers Asphalt Paving, Inc. and Agreement for Construction Oversight with Civiltech Engineering, Inc.

The Broadsmore Drive and Stonegate Road Improvements project aims to address the distressed and failing roadway in the southeast corner of Longmeadow Parkway and Randall Road. The first phase of this project will include all work north of Broadsmore Drive: Stonegate Road, Sandy Creek Drive, Shade Tree Court, Loop Road, Tracy Lane, Poets Lane, and Joyce Court. This comes to a total of 0.96 miles. Highlighted below is the comprehensive scope of this project:

- Full-depth reclamation (FDR) and new asphalt pavement on ~0.82 miles of local streets
- Two-inch asphalt resurfacing on ~0.16 miles of local streets
- ADA compliance at sidewalk crossings
- New on-street bike lane on Stonegate Road from Broadsmore Drive to Longmeadow Parkway
- Curb & gutter, sidewalk, and driveway apron removal and replacement where needed
- Underground utility repairs and replacements to improve overall street drainage

Upon completion of the design in late spring, the project was advertised for bid during June. Bids were opened on June 27th, 2024, with seven (7) bids received. Brothers Asphalt Paving, Inc. was the low bidder in the amount of \$1,271,521.96, which is below the engineer's estimate of \$1,426,878,50. The Village will be utilizing its remaining Rebuild Illinois (RBI) monies with the remainder coming from the Street fund to cover the cost of this phase of the project.

The Village has not worked with Brothers Asphalt Paving, Inc. on previous projects. However, upon reaching out to other municipalities and consultants, this contractor had favorable reviews. Given the track record of Brothers Asphalt Paving, Inc., staff recommends the Committee of the Whole take necessary action to move forward with the

award of this project to the Village Board for approval in the amount of 1,271,521.96 to Brothers Asphalt Paving, Inc.

To manage this project, staff requested the attached proposal from Civiltech Engineering, Inc. to perform construction oversight. This project will require an experienced construction engineer with excellent communication skills. Civiltech is proposing a Professional Engineer with over 18 years of construction oversight experience, including more than seven years in the Village of Glen Ellyn, and successfully managed over \$100 million in construction as a Resident Engineer. Staff is confident that Civiltech will deliver a quality product for the Village on this project. The submitted proposal is a not-to-exceed amount of \$134,392.00, which is under the budgeted amount of \$175,000.00.

Staff recommends that the Committee of the Whole take the necessary action to move forward on the agreement with Civiltech Engineering, Inc. to provide construction oversight on the Broadsmore Drive and Stonegate Road Improvements project.

Summary

1. The considerable scope of this improvement will require thorough project management and construction oversight. The recommended low bidder and proposed Resident Engineer both have completed successful projects of this type and size.
2. This will be the first phase of the improvement in the area, with the second phase taking place next spring.
3. Sufficient funds are proposed within the Street Improvement Fund to cover both the construction and construction oversight for this project.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 1, 2024

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Broadsmore Drive and Stonegate Road Phase I Improvements, Section 24-00097-00-PV
(CBBEL Project No. 070273.00143)

Dear Mr. Ganek,

On Thursday, June 27th, 2024, at 10:00 a.m., bids were received and opened for the Broadsmore Drive and Stonegate Road Phase I Improvements. The project includes full depth pavement base reclamation, sidewalk improvements, driveway apron replacement, curb and gutter replacement, and utility repairs.

Seven (7) bid proposals were received for this project. The bids have been reviewed and tabulated as summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>	<u>BID BOND</u>
ENGINEER'S ESTIMATE	\$1,423,443.50	-
BROTHERS ASPHALT PAVING, INC	\$1,271,621.96	X
GESKE AND SONS, INC.	\$1,289,423.78	X
PLOTE CONSTRUCTION CO.	\$1,317,127.29	X
A LAMP CONCRETE CONTRACTORS, INC.	\$1,324,251.59	X
SCHROEDER ASPHALT SERVICES, INC.	\$1,357,435.29	X
PETER BAKER AND SON CO.	\$1,374,129.25	X
BUILDERS PAVING, LLC	\$1,378,000.00	X

Brothers Asphalt Paving, Inc. is the low bidder with a bid amount of \$1,271,621.96, which was below our Engineer's Estimate. We have reviewed the Brother's Asphalt bid document.

In the past, Brothers Asphalt Paving, Inc has successfully completed work for several other municipalities, including the Villages of Bolingbrook, Addison, Bloomingdale, Schiller Park, Lombard, and Northbrook. Attached are phone logs from our reference checks.

Please recall that the Village of Algonquin has received approval from the Illinois Department of Transportation for the use of Rebuild Illinois (RBI) funds for this project, up to \$525,227.03 as funds to offset the costs of construction.

During our review, it was noted that Brothers Asphalt is Pre-qualified for IDOT work, however is limited in HMA Paving to 1200 tons in a single contract or as specified by the local agency. With the Village as the

awarding authority of the contract, the Village is entitled to disqualify or accept the bid proposal based on the provided project references, known performance history, and its own discretion.

Based on the above considerations, our office recommends the Village exercise their right as the awarding authority to accept the lowest responsible bidder as stated in the contract documents, therefore awarding the contract to Brothers Asphalt Paving, Inc. in the amount of \$1,217,621.96.

Attached please find a copy of the bid tabulation for your review and files. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,



David J. Kleinwachter, P.E., CPESC, CFM
Project Manager, Civil Engineering Design

cc: Orion Galey – CBBEL (letter only)
Kevin Wilson – CBBEL (letter only)

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (CBBEL Project Number: 070273.00143)

LOCAL PUBLIC AGENCY: VILLAGE OF ALGONQUIN
 COUNTY: KANE
 SECTION NUMBER: 24-00097-00-PV
 LETTING DATE: 06/27/24
 PROJECT NAME: BROADSMORE DRIVE AND STONEGATE ROAD PHASE 1 IMPROVEMENTS

TABULATION OF BIDS
 Date: JUNE 28, 2024

SP	CODE	PAY ITEM DESCRIPTION	UNIT	RBI QUANTITY	NON-PARTICIPATING QUANTITY	TOTAL QUANTITY	ENGINEER'S ESTIMATE		BROTHERS ASPHALT PAVING INC.		GESKE AND SONS, INC.		PLOTE CONSTRUCTION INC.		A. LAMP CONCRETE CONTRACTORS INC.		SCHROEDER ASPHALT SERVICES, INC.		PETER BAKER & SON CO.		BUILDERS PAVING, LLC	
							UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	20101200	TREE ROOT PRUNING	EACH	20	0	20	\$ 90.00	\$ 1,800.00	\$ 200.00	\$ 4,000.00	\$ 133.75	\$ 2,675.00	\$ 110.00	\$ 2,200.00	\$ 110.00	\$ 2,200.00	\$ 120.00	\$ 2,400.00	\$ 125.00	\$ 2,500.00	\$ 110.00	\$ 2,200.00
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	20	0	20	\$ 45.00	\$ 900.00	\$ 168.00	\$ 3,360.00	\$ 220.00	\$ 4,400.00	\$ 82.00	\$ 1,640.00	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00	\$ 125.00	\$ 2,500.00	\$ 82.00	\$ 1,640.00
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	10	0	10	\$ 115.00	\$ 1,150.00	\$ 210.00	\$ 2,100.00	\$ 330.00	\$ 3,300.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 220.00	\$ 2,200.00	\$ 125.00	\$ 1,250.00	\$ 200.00	\$ 2,000.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	642	0	642	\$ 40.00	\$ 25,680.00	\$ 30.00	\$ 19,260.00	\$ 22.00	\$ 14,124.00	\$ 10.00	\$ 6,420.00	\$ 10.00	\$ 6,420.00	\$ 30.00	\$ 19,260.00	\$ 20.00	\$ 12,840.00	\$ 25.00	\$ 16,050.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1440	0	1440	\$ 2.50	\$ 3,600.00	\$ 3.00	\$ 4,320.00	\$ 2.00	\$ 2,880.00	\$ 1.00	\$ 1,440.00	\$ 1.00	\$ 1,440.00	\$ 1.50	\$ 2,160.00	\$ 1.00	\$ 1,440.00	\$ 1.00	\$ 1,440.00
	21301084	EXPLORATION TRENCH 84" DEPTH	FOOT	20	0	20	\$ 85.00	\$ 1,700.00	\$ 44.75	\$ 895.00	\$ 1.05	\$ 21.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.10	\$ 22.00	\$ 42.60	\$ 852.00	\$ 1.00	\$ 20.00
	28000400	PERIMETER EROSION BARRIER	FOOT	300	0	300	\$ 4.00	\$ 1,200.00	\$ 4.00	\$ 1,200.00	\$ 7.20	\$ 2,160.00	\$ 10.00	\$ 3,000.00	\$ 1.00	\$ 300.00	\$ 4.50	\$ 1,350.00	\$ 9.00	\$ 2,700.00	\$ 5.76	\$ 1,728.00
*	28000510	INLET FILTERS	EACH	38	0	38	\$ 200.00	\$ 7,600.00	\$ 288.00	\$ 10,944.00	\$ 210.00	\$ 7,980.00	\$ 165.00	\$ 6,270.00	\$ 15.00	\$ 570.00	\$ 190.00	\$ 7,220.00	\$ 331.00	\$ 12,578.00	\$ 225.00	\$ 8,550.00
	30201700	PORTLAND CEMENT	TON	284	0	284	\$ 200.00	\$ 56,800.00	\$ 205.00	\$ 58,220.00	\$ 199.95	\$ 56,785.80	\$ 196.00	\$ 55,664.00	\$ 196.00	\$ 55,664.00	\$ 213.00	\$ 60,492.00	\$ 196.00	\$ 55,664.00	\$ 196.00	\$ 55,664.00
*	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	343	0	343	\$ 22.00	\$ 7,546.00	\$ 30.00	\$ 10,290.00	\$ 36.00	\$ 12,348.00	\$ 10.00	\$ 3,430.00	\$ 10.00	\$ 3,430.00	\$ 53.00	\$ 18,179.00	\$ 40.00	\$ 13,720.00	\$ 35.00	\$ 12,005.00
	40600290	BITUMINOUS MATERIALS (TRACKLESS TACK COAT)	POUND	10049	0	10049	\$ 0.75	\$ 7,536.75	\$ 1.00	\$ 10,049.00	\$ 0.01	\$ 100.49	\$ 0.01	\$ 100.49	\$ 0.01	\$ 100.49	\$ 0.01	\$ 100.49	\$ 0.01	\$ 100.49	\$ 0.01	\$ 100.49
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1800	0	1800	\$ 85.00	\$ 153,000.00	\$ 79.00	\$ 142,200.00	\$ 81.10	\$ 145,980.00	\$ 84.00	\$ 151,200.00	\$ 89.00	\$ 160,200.00	\$ 85.00	\$ 153,000.00	\$ 83.00	\$ 149,400.00	\$ 80.00	\$ 144,000.00
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1970	0	1970	\$ 93.00	\$ 177,300.00	\$ 86.00	\$ 169,420.00	\$ 93.50	\$ 184,195.00	\$ 85.00	\$ 167,450.00	\$ 92.00	\$ 181,150.00	\$ 92.00	\$ 181,240.00	\$ 92.00	\$ 181,240.00	\$ 85.00	\$ 167,450.00
*	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	977	0	977	\$ 90.00	\$ 87,930.00	\$ 89.25	\$ 87,197.25	\$ 82.05	\$ 80,162.85	\$ 77.00	\$ 75,229.00	\$ 85.00	\$ 83,045.00	\$ 88.00	\$ 85,976.00	\$ 79.90	\$ 78,062.30	\$ 84.66	\$ 82,712.82
*	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	9536	0	9536	\$ 9.50	\$ 90,592.00	\$ 10.50	\$ 100,128.00	\$ 10.89	\$ 103,847.04	\$ 11.00	\$ 104,896.00	\$ 9.75	\$ 92,976.00	\$ 12.00	\$ 114,432.00	\$ 11.25	\$ 107,280.00	\$ 10.82	\$ 103,179.52
*	42400800	DETECTABLE WARNINGS	SQ FT	144	0	144	\$ 35.00	\$ 5,040.00	\$ 42.00	\$ 6,048.00	\$ 47.17	\$ 6,792.48	\$ 42.00	\$ 5,880.00	\$ 25.00	\$ 3,600.00	\$ 43.00	\$ 6,216.00	\$ 38.45	\$ 5,536.80	\$ 30.00	\$ 4,320.00
*	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	3411	0	3411	\$ 3.50	\$ 11,938.50	\$ 3.00	\$ 10,233.00	\$ 3.23	\$ 11,017.53	\$ 3.80	\$ 12,961.80	\$ 4.00	\$ 13,644.00	\$ 2.00	\$ 6,822.00	\$ 4.15	\$ 14,155.65	\$ 3.20	\$ 10,915.20
*	44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	8989	0	8989	\$ 4.50	\$ 40,450.50	\$ 3.00	\$ 26,967.00	\$ 3.69	\$ 33,169.41	\$ 5.00	\$ 44,945.00	\$ 4.05	\$ 36,405.45	\$ 3.75	\$ 33,708.75	\$ 6.36	\$ 57,170.04	\$ 4.60	\$ 41,349.40
*	44000166	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	SQ YD	4762	0	4762	\$ 4.50	\$ 21,429.00	\$ 3.00	\$ 14,286.00	\$ 4.26	\$ 20,286.12	\$ 6.00	\$ 28,572.00	\$ 4.10	\$ 19,524.20	\$ 3.90	\$ 18,571.80	\$ 6.61	\$ 31,476.82	\$ 4.70	\$ 22,381.40
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	977	0	977	\$ 15.00	\$ 14,655.00	\$ 15.75	\$ 15,387.75	\$ 20.60	\$ 20,126.20	\$ 21.00	\$ 20,517.00	\$ 8.00	\$ 7,816.00	\$ 24.50	\$ 23,936.50	\$ 23.00	\$ 22,471.00	\$ 14.00	\$ 13,678.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3446	0	3446	\$ 7.00	\$ 24,122.00	\$ 7.35	\$ 25,328.10	\$ 5.15	\$ 17,746.90	\$ 6.00	\$ 20,676.00	\$ 6.25	\$ 21,537.50	\$ 8.00	\$ 27,568.00	\$ 7.35	\$ 25,328.10	\$ 7.00	\$ 24,122.00
	44000600	SIDEWALK REMOVAL	SQ FT	9161	0	9161	\$ 2.75	\$ 25,192.75	\$ 1.58	\$ 14,474.38	\$ 1.05	\$ 9,619.05	\$ 1.50	\$ 13,741.50	\$ 1.15	\$ 10,535.15	\$ 3.00	\$ 27,483.00	\$ 2.70	\$ 24,734.70	\$ 1.50	\$ 13,741.50
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	60	0	60	\$ 105.00	\$ 6,300.00	\$ 144.00	\$ 8,640.00	\$ 162.75	\$ 9,765.00	\$ 200.00	\$ 12,000.00	\$ 115.00	\$ 6,900.00	\$ 210.00	\$ 12,600.00	\$ 137.20	\$ 8,232.00	\$ 200.00	\$ 12,000.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	61	0	61	\$ 11.00	\$ 671.00	\$ 88.35	\$ 5,399.35	\$ 126.00	\$ 7,686.00	\$ 25.00	\$ 1,525.00	\$ 1.00	\$ 61.00	\$ 22.00	\$ 1,342.00	\$ 84.15	\$ 5,133.15	\$ 25.00	\$ 1,525.00
*	56105000	WATER VALVES 8"	EACH	0	1	1	\$ 8,000.00	\$ 8,000.00	\$ 10,208.00	\$ 10,208.00	\$ 4,462.50	\$ 4,462.50	\$ 4,250.00	\$ 4,250.00	\$ 2,700.00	\$ 2,700.00	\$ 4,700.00	\$ 4,700.00	\$ 9,722.00	\$ 9,722.00	\$ 4,250.00	\$ 4,250.00
*	60600605	CONCRETE CURB, TYPE B	FOOT	150	0	150	\$ 55.00	\$ 8,250.00	\$ 42.00	\$ 6,300.00	\$ 64.87	\$ 9,730.50	\$ 65.00	\$ 9,750.00	\$ 50.00	\$ 7,500.00	\$ 47.80	\$ 7,170.00	\$ 43.80	\$ 6,570.00	\$ 43.60	\$ 6,540.00
*	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	3446	0	3446	\$ 48.00	\$ 165,408.00	\$ 37.80	\$ 130,258.80	\$ 41.82	\$ 144,111.72	\$ 42.00	\$ 144,732.00	\$ 38.00	\$ 130,948.00	\$ 41.50	\$ 143,009.00	\$ 37.60	\$ 129,569.60	\$ 37.00	\$ 127,502.00
	67100100	MOBILIZATION	L.SUM	1	0	1	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00	\$ 33,000.00	\$ 33,000.00	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 9,000.00	\$ 9,000.00	\$ 82,557.16	\$ 82,557.16	\$ 93,899.96	\$ 93,899.96
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L.SUM	1	0	1	\$ 60,000.00	\$ 60,000.00	\$ 6,817.00	\$ 6,817.00	\$ 9,240.00	\$ 9,240.00	\$ 16,030.00	\$ 16,030.00	\$ 92,000.00	\$ 92,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,400.00	\$ 8,400.00	\$ 36,000.00	\$ 36,000.00
	70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L.SUM	1	0	1	\$ 6,500.00	\$ 6,500.00	\$ 1.00	\$ 1.00	\$ 1.10	\$ 1.10	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L.SUM	1	0	1	\$ 6,500.00	\$ 6,500.00	\$ 2,442.00	\$ 2,442.00	\$ 1.10	\$ 1.10	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	297	0	297	\$ 2.00	\$ 594.00	\$ 7.35	\$ 2,182.95	\$ 7.70	\$ 2,286.90	\$ 7.00	\$ 2,079.00	\$ 7.00	\$ 2,079.00	\$ 7.70	\$ 2,286.90	\$ 7.00	\$ 2,079.00	\$ 7.00	\$ 2,079.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2300	0	2300	\$ 2.00	\$ 4,600.00	\$ 2.10	\$ 4,830.00	\$ 2.20	\$ 5,060.00	\$ 2.00	\$ 4,600.00	\$ 2.20	\$ 5,060.00	\$ 2.00	\$ 4,600.00	\$ 2.20	\$ 5,060.00	\$ 2.00	\$ 4,600.00
	78011000	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOL	SQ FT	297	0	297	\$ 3.00	\$ 891.00	\$ 3.15	\$ 935.55	\$ 3.30	\$ 980.10	\$ 3.00	\$ 891.00	\$ 3.30	\$ 980.10	\$ 3.00	\$ 891.00	\$ 3.30	\$ 980.10	\$ 3.00	\$ 891.00
	78011025	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	2325	0	2325	\$ 1.00	\$ 2,325.00	\$ 0.52	\$ 1,209.00	\$ 0.55	\$ 1,278.75	\$ 0.50	\$ 1,162.50	\$ 0.50	\$ 1,162.50	\$ 0.50	\$ 1,162.50	\$ 0.50	\$ 1,162.50	\$ 0.50	\$ 1,162.50
*	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	60	0	60	\$ 70.00	\$ 4,200.00	\$ 94.92	\$ 5,695.20	\$ 47.25	\$ 2,835.00	\$ 55.00	\$ 3,300.00	\$ 50.00	\$ 3,000.00	\$ 50.00	\$ 3,000.00	\$ 90.40	\$ 5,424.00	\$ 65.00	\$ 3,900.00
*	X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	97	0	97	\$ 70.00	\$ 6,790.00	\$ 10.00	\$ 970.00	\$ 50.00	\$ 4,850.00	\$ 50.00	\$ 4,850.00	\$ 285.00	\$ 27,645.00	\$ 55.00	\$ 5,335.00	\$ 1.00	\$ 97.00	\$ 50.00	\$ 4,850.00
*	X5430212	CURED-IN-PLACE PIPE LINER, 12"	FOOT	621	0	621	\$ 105.00	\$ 65,205.00	\$ 82.42	\$ 51,182.82	\$ 85.45	\$ 53,064.45	\$ 78.50	\$ 48,748.50	\$ 78.50	\$ 48,748.50	\$ 86.50	\$ 53,716.50	\$ 78.50	\$ 48,748.50	\$ 194.00	\$ 120,474.00
*	X5610748	WATER MAIN LINE STOP 8"	EACH	0	1	1	\$ 12,000.00	\$ 12,000.00	\$ 13,940.00	\$ 13,940.00	\$ 7,875.00	\$ 7,875.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,250.00	\$ 8,250.00	\$ 13,275.00	\$ 13,275.00	\$ 7,500.00	\$ 7,500.00
*	XX006698	TREE PROTECTION AND PRESERVATION	EACH	20	0	20	\$ 150.00	\$ 3,000.00	\$ 315.00	\$ 6,300.00	\$ 204.88	\$ 4,097.60	\$ 235.00	\$ 4,7								



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

BROADSMORE DRIVE/STONEGATE ROAD IMPROVEMENT PROJECT

SIGNATURE FORM

This AGREEMENT is made and entered into this 16th day of July, 2024, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Brothers Asphalt, LLC., 315 Stewart Ave, Addison, IL 60101 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated June 4, 2024 for the Broadsmore Drive/Stonegate Road Improvement Project- under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$1,271,521.96 (ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS AND NINETY-SIX CENTS)
2. CONTRACTOR agrees to complete **ALL** work within/by **August 12, 2024- October 31, 2024**.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Broadsmore Drive/Stonegate Road Improvement Project plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated June 4 2024.
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
 - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



Village of Algonquin
The Gem of the Fox River Valley
CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:

CONTRACTOR:

By: Debby Sosine, Village President

By: (Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: Fred Martin, Village Clerk

By: (Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

BROADSMORE DRIVE/STONEGATE ROAD IMPROVEMENT PROJECT

INSURANCE CERTIFICATE

ATTACH CERTIFICATE(S)
&
ANY REQUIRED ENDORSEMENT(S)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Broadsmore Drive/Stonegate Road Improvement Project

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that
Brothers Asphalt, LLC.
315 Stewart Ave
Addison, Illinois 60101

as Principal, hereinafter called the CONTRACTOR, and
[Bond Company Information here](#)

as Surety, hereinafter called the SURETY, are held and firmly bound unto the
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

as Oblige, hereinafter called the VILLAGE, in the amount of
\$1,271,521.96 (ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED
TWENTY-ONE DOLLARS AND NINETY-SIX CENTS)
that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Whereas, the CONTRACTOR has by written agreement dated (July 16, 2024) entered into a contract with the
VILLAGE for the project known as for Broadsmore Drive/Stonegate Road Improvement Project in accordance
with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part
hereof, and is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and
faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall
remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the
CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may
promptly remedy the default, or shall promptly:



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

1. Complete the CONTRACT in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term “balance of the CONTRACT price”, as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this _____ day of _____, 2024, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



Local Public Agency Formal Contract

Contractor's Name
Brothers Aspahl Paving, Inc.

Contractor's Address 315 Stewart Ave
City Addison
State IL
Zip Code 60101

STATE OF ILLINOIS

Local Public Agency Village of Algonquin
County McHenry
Section Number 24-00097-00-PV

Street Name/Road Name Broadsmore Drive and Stonegate Road Phase 1 Improvements
Type of Funds Local/RBI

[X] CONTRACT BOND (when required)

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
Official Title

Department of Transportation
[] Concurrence in approval of award
Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	Broadsmore Drive and Stonegate Road	McHenry	24-00097-00-PV

1. THIS AGREEMENT, made and concluded the 16th day of July 2024 between the Village of Algonquin, known as the party of the first part, and Brothers Asphalt Paving, 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 24-00097-00-PV in Village of Algonquin, approved by the Illinois Department of Transportation on _____, 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

President, Party of the Second Part Signature & Date

By:

(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

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Algonquin	McHenry	Various	24-00097-00-PV

Bond information to be returned to Local Public Agency at 110 Mitchard Way, Algonquin, IL 60102
Complete Address

We, _____
Contractor's Name and Address

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

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

Dollars (_____) 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 _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

Company Name

By
Signature & Date

By
Signature & Date

Attest
Signature & Date

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 _____

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

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 _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature Box]

Date commission expires _____

SURETY

Name of Surety

[Name of Surety Box]

Title

By:

[Title Box]

STATE OF IL
COUNTY OF _____

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

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 _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature Box]

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Local Public Agency Clerk Signature Box]

[Local Public Agency Type Box]

Local Public Agency Type

Clerk

Awarding Authority

[Awarding Authority Box]

Awarding Authority Signature & Date

[Awarding Authority Signature Box]

Local Public Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
Village of Algonquin			Civiltech Engineering, Inc.
County			Address
Kane			Two Pierce Place, Suite 1400
Section			City
Project No.			Itasca
Job No.	State	Illinois	
Contact Name/Phone/E-mail Address	Zip Code	60143	
Clifton V. Ganek; 847.658-1605	Contact Name/Phone/E-mail Address	James D. Ewers; 630.773.3900	
CliftonGanek@algonquin.org		jewers@civiltechinc.com	

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name Broadsmore Dr. and Stonegate Rd. Imprvt Route N/A Length 0.96 mi Structure No. N / A

Termini Various

Description: This project consists of the reconstruction using full depth reclamation as well as resurfacing with HMA. The project also includes curb & gutter / driveway removal and replacement, sidewalk R&R, sewer and watermain, structure adjustments, pavement markings, landscape restoration and all related appurtenances and accessories necessary to complete the work.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

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

II. THE LPA AGREES,

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

Cost Plus Fixed Fee Formulas

- FF = 15.0%[DL + R(DL) + OH(DL) + IHDC], or
- FF = 15.0%[(2.3 + R)DL + IHDC]

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

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

- Specific Rate Direct Labor Multiplier of 2.8
- Lump Sum _____

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

With Retainage

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

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.



John Vogelman, P.E.

Resident Engineer V



Expertise

Resident Engineering
Construction Inspection
Construction Documentation

Education

B.S. Civil Engineering, 2006
University of Illinois at Urbana-Champaign

Professional Registrations

Professional Engineer - Illinois; 062-064534

Certifications

IDOT ICORS Certified
IDOT Documentation of Contract Quantities;
23-20676 (expires 2/22/2027)
IDOT S-50 Construction Material
Inspection Documentation
IDOT QC/QA Mix Aggregate Technician Course
IDOT Portland Cement Concrete - Level I & II
ACI Concrete Field Testing Technician - Grade I
Gradation Technician
IDOT Hot Mix Asphalt - Level I & II
IDOT Hot Mix Asphalt Density Tester
Certified Erosion and Sediment
Control Inspector
IDOT Nuclear Density Tester
Epoxy Coated Steel Reinforcing
Training Program
IDOT S-33 Geotechnical Field Testing and
Inspection
ICT Erosion & Sediment Control

John has been performing construction inspection since 2006 and been a Resident Engineer for our Construction Engineering Department at Civiltech for over 17 years. He brings a strong and diverse construction engineering background having served as resident engineer on projects for the Illinois Tollway, the Illinois Department of Transportation, and for many municipalities. He is always proactive on any issues that arise on projects and this results in well administered and organized improvements with all involved parties fully satisfied.

Representative Projects

Resident Engineering

IL Route 132 Dry Land Bridge & Box Culvert Replacement; Illinois Department of Transportation; \$12.0 million

Woodfield Road (Martingale Road to IL 53 East Frontage Road); Village of Schaumburg; \$8.1 million

U.S. 20 (Lake Street) at IL 59 (Sutton Road); Illinois Department of Transportation; \$13.0 million

Elgin O'Hare Western Access (EOWA) - Mainline: Arlington Heights Road to Lively Boulevard; Illinois Tollway; \$52.6 million

EOWA Advance Work Contracts – Lively, Mittel, and Salt Creek Bridges – Park / Hamilton New Roadway; Illinois Tollway; \$41.0 million

Golfview Road – Brookfield Zoo North Parking Lot; Chicago Zoological Society; \$3.4 million

US 14 Arthur-Davis Reconstruction; Village of Arlington Heights; \$3.5 million

Park Boulevard and Lambert Road Resurfacing Improvement; Village of Glen Ellyn; \$600,000

Construction Inspection

Elgin O'Hare Western Access (EOWA) - Mainline: Arlington Heights Road to Lively Boulevard; Illinois Tollway; \$52.6 million

IL Route 31 at Virginia Road & Klasen Road; McHenry County Division of Transportation; \$9.0 million

Bryant Avenue/Thain's Addition Improvement; Village of Glen Ellyn; \$5.7 million

Riford Road from St. Charles to Crescent; Village of Glen Ellyn; \$2.5 million

Park Boulevard Reconstruction; Village of Glen Ellyn; \$1.5 million

Braeside Area and Grove Avenue Improvements; Village of Glen Ellyn; \$1.9 million

2009 Street Improvements; Village of Glen Ellyn; \$2.4 million

Montclair Commuter Parking Lot; Village of Glen Ellyn; \$639,000

Parkside - Summerdale Road Reconstruction; Village of Glen Ellyn; \$3.9 million

2008 Street Improvements; Village of Glen Ellyn; \$2.0 million

East Panfish Basin Improvements, Street Resurfacing, Rehabilitation and Storm and Water Improvements; Village of Glen Ellyn; \$800,000

2007 Street Improvements, Street Resurfacing, Rehabilitation and Storm Sewer Improvements; Village of Glen Ellyn; \$3.3 million

Duane Street Improvement Project, Reconstruction and Storm Sewer Improvements; Village of Glen Ellyn; \$2.7 million

**Exhibit A - Construction Engineering
 COST ESTIMATE OF CONSTRUCTION SERVICES
 PHASE III ENGINEERING SERVICES
 Broadsmore Dr. and Stonegate Rd. Roadway Improvements
 Village of Algonquin**

Route: Broadsmore Dr. and Stonegate Rd. Roadway Improvements
 Local Agency: Village of Algonquin
 DCEO No.:
 Project No.:
 Job No.:
 County: Kane

*Includes hourly rates for 2024
 **Direct Labor Multiplier = 2.8
 Complexity factor (R=0.00)

Consultant: Civiltech Engineering, Inc.

Prepared: 6/12/2024

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)			
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Fee **(Labor x 2.8)	TOTAL
Construction Engineering:	Senior Res. Engr.	544	70.01%	\$ 59.50	\$ 32,368	\$ 90,630	\$ 90,630
	Asst. Res. Engr.	0	0.00%	\$ 50.75	\$ -	\$ -	\$ -
	Engr. (Inspector)	175	22.52%	\$ 38.00	\$ 6,650	\$ 18,620	\$ 18,620
	Technician (Intern)	0	0.00%	\$ 20.00	\$ -	\$ -	\$ -
	Chief Layout Specialist	44	5.66%	\$ 43.50	\$ 1,914	\$ 5,359	\$ 5,359
	Structural Engr.	0	0.00%	\$ 47.80	\$ -	\$ -	\$ -
	Proj . Mngr.	14	1.80%	\$ 78.00	\$ 1,092	\$ 3,058	\$ 3,058
							SUBTOTAL
							\$ 117,667
Direct Expenses:							
1.) Vehicle Expense							\$ 5,525
2.) Material Testing							\$ 11,000
3.) Soils Monitoring							\$ -
4.) Printing Expense							\$ 100
5.) Photography							\$ 100
TOTALS		777	100.00%		\$ 42,024	\$ 117,667	\$ 134,392

- 1.) 85 Days @ \$65.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Soils Monitoring (Huff & Huff)
- 4.) Estimated printing expense for Record Drawings
- 5.) Estimated photography expense

Broadsmore Dr. and Stonegate Rd. Roadway Improvements Summary of Direct Costs

Route: Broadsmore Dr. and Stonegate Rd. Roadway Improvements
Local Agency: Village of Algonquin
Section No.:
Contract No.:
Job No.:
County: Kane

Direct Costs:

Printing Expense

Assume 2 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 38 sheets/set X \$0.87 per sheet = \$99.18

Total = \$99.18

Say: \$100.00

Photography Expense

Assume 10 sets of developed digital pictures @ \$10.00 ea. = \$100.00

Total: \$100.00

Vehicle Expense

85 vehicle days required @ \$65.00 per day = \$5,525.00

Total: \$5,525.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 3, 2024

TO: Michael Kumbera, Deputy Village Manager/CFO
Nadim Badran, Public Works Director
Vince Kilcullen, General Services Superintendent

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchases of Two Ford F-450 Flat Bed Trucks

Staff recommends purchasing two new Ford F-450 flat bed trucks to replace truck #613 (a 2008 Ford F-450) and truck #617 (a 2009 Ford F-450). Both trucks have reached the end of their serviceable life with the village.

The identical chassis will be purchased through The Suburban Purchasing Cooperative's dealer, Sutton Ford of Matteson, Illinois, for \$55,395 each, totaling \$110,790. The upfitting will be completed by Knapheide of McHenry, Illinois, for \$27,788 each, totaling \$55,576. The total cost per truck will be \$83,183, with a combined total of \$166,366 for both trucks. These prices are subject to market adjustments, so we propose a not-to-exceed amount of \$90,000 per truck, for a total of \$180,000.

\$194,000 has been budgeted in the 2024/2025 fiscal year budget for the purchase of these two trucks. Staff recommends approval.



COMMERCIAL & FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Friday, June 28, 2024

DATE

PURCHASER'S NAME

VILLAGE OF ALGONQUIN

STREET ADDRESS

CITY ALGONQUIN STATE IL ZIP 60102 BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW [checked] USED [] SUV [] TRUCK [checked] CAR []

Table with columns: YEAR, MAKE, MODEL, BODY TYPE, COLOR, TRIM, STOCK NO., VIN NO., MILES, SALES REP. Rows include vehicle details, pricing (PRICE \$55,222.00, SUBTOTAL \$110,444.00), and taxes.

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

ACCEPTED BY: PURCHASER'S SIGNATURE

DATE 6/28/2024

ACCEPTED BY: DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE 6/28/2024



Seller: Knapheide Truck Equipment Center Chicago
 2600 W IL ROUTE 120
 MCHENRY, IL 60051-4563
 www.knapheide.com

QUOTE:
QU-79-562369-1
Quote Expiration:
08/02/2024

Contact(s): Brett Wise
 bwise58@knapheide.com

Brett Wise (Inside Sales)
 bwise58@knapheide.com

Brett Wise (Outside Sales)
 bwise58@knapheide.com

Customer: Algonquin, Village Of

ID: 80528
Address:
 2200 HARNISH DR
 ALGONQUIN, IL 60102-5995

Phone: 8476582700
Contact: MIKE REIF
Email: mikereif@algonquin.org

Terms: NET 30 DAYS
Bid Spec:

Description: 9' Stake Body/Hoist/Knap Pak/Lighting

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via:
Ship To: Algonquin, Village Of
 2200 HARNISH DR
 ALGONQUIN, IL 60102-5995

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Gas
GVWR: 16500

Model: F-450
Cab Type: SuperCab
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 84
Engine Size: 7.3
Wheelbase: 192

Description	Quantity	Unit Price	Total
PVMX-95 9' Value Master Platform - (Ford) Includes: 40" High Drop-in Bulkhead (BH4094) High Strength, Formed Steel (50,000 PSI) on Side Rails, End Rails, and Cross Sills LED Flush Mount Lights with Automotive Wire Harness Clearance and Marker Lights Mud Flaps Included Wood Floor - 2" Nominal Dense Yellow Pine Factory Supplied Backup Camera Installed, if Ordered with Chassis Body Fully Undercoated K-Coat Corrosion Protection with Knapheide's Exclusive 12-Stage Electro-Coating Prime Paint System Finish Painted Black (Single Stage Enamel) ~Additional Paint Charges May Apply to Non-Standard Paint Colors Includes CL V Hitch, 7-way Flat Plug, Pin, and Reducer	1.00		
28" Stake Rack Kit for Front and Sides	1.00		
Subframe Scissor Hoist, Champion Hoist CS615T-11 Knap 2	1.00		
Tapered Knap Pack, KP-82E, (Ford) Overall Dimensions: 82" Deep x 55" High x 24" Wide Compartment Dimension: 14" Deep x 55" High X 24" Wide with (2) Shelves on Street Side and (4) Swivel Hooks on Curbside Weight: 437lbs	1.00		
Tommy Gate G2-92-1650 LD33 Lift-N-Dump 1600lb. 83"x33"+6" Installed	1.00		
Amber/White LED Lighting Package LED Mini Light Bar, Federal Signal HL15PC-AW, Amber/White Amber/White with Clear Dome Permanent Mount 14.7" Long x 9.5" Wide x 2" High	1.00		

2- MPS620U-WA Mounted on front grill			
2- MPS620U-WA Mounted on rear body			
BLADE ASSY 9" PRO PLUS W/QUAD	1.00		
BIG BOX ASSY PRO PLUS H9/H11	1.00		
MOUNT KIT FORD F250SD-550SD	1.00		
Snow Plow Harness Kit, Western/Fisher 85973-2 3-port Isolation Module Lighting System with Halogen Vehicle Lighting	1.00		
Headlight Kit, Western 72530 Nighthawk Halogen Pair	1.00		
Handheld Plow Controller, Western 35500 (4) Pin	1.00		
Module, Western 29070-1, (3) Port, DRL/Non-DRL	1.00		
Installation Labor	5.00		
Western Municipal Discount	1.00		
RUBBER DEFLECTOR KIT 9.0'	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:		Subtotal:	\$27,788.00
		Total:	\$27,788.00

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Chicago terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet



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 2600 W IL ROUTE 120
 MCHENRY, IL 60051-4563
 www.knapheide.com

QUOTE:
QU-79-562407-1
Quote Expiration:
08/02/2024

Contact(s): Brett Wise
 bwise58@knapheide.com

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Contact: MIKE REIF
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Total Price Includes F.O.B.:
Ship Via:
Ship To: Algonquin, Village Of
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 ALGONQUIN, IL 60102-5995

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Gas
GVWR: 16500

Model: F-450
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Drivetrain: 4x4
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