

**COMMITTEE OF THE WHOLE
DECEMBER 17, 2024
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:45 P.M.**

Trustee Smith– Chairperson
Trustee Brehmer
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
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**
- 4. General Administration**
 - A.** Consider a Resolution Withdrawing from the Intergovernmental Agreement for the Longmeadow Parkway/Huntley-Dundee Road/Kreutzer Road Corridor and Establishing a Working Group for a New IGA
 - B.** Consider Amending Chapter 33, Liquor Control and Liquor Licensing, by Increasing the Number of Available Class A-1 Liquor Licenses by One
- 5. Public Works & Safety**
 - A.** Consider the Second Amendment to the Agreement for the Eastgate Drive Roadway and Water Main Improvements Design with Christopher B. Burke Engineering, Ltd
 - B.** Consider an Agreement with Fowler Enterprises, LLC to Demolish the Existing Building at 7 S. Main Street
 - C.** Consider an Amendment to the Agreement with HR Green for the Design of Surrey Lane Creek Restoration
 - D.** Consider an Agreement with Chastain & Associates for Phase II Design of Boyer Road Improvements
 - E.** Consider an Agreement with Dahme Mechanical Industries, Inc. for the Braewood Pump Station Rehabilitation Construction
 - F.** Consider an Agreement with Trotter & Associates for the Construction Oversight of the Braewood Pump Station Rehabilitation Project
 - G.** Consider an Agreement with Stanton Mechanical for the Heating Control Software at Ganek Municipal Center
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: December 9, 2024

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Withdrawing from the Intergovernmental Agreement for the Longmeadow Parkway/Huntley-Dundee Road/Kreutzer Road Corridor and Establishing a Working Group for a New IGA

In 2005 an intergovernmental agreement for the Longmeadow/Huntley Rd/Kreutzer Corridor was entered into by McHenry County, Kane County, Carpentersville, Huntley, Gilberts and Algonquin. The purpose was to regionally plan for the safe and efficient flow of traffic along the corridors as the land was developed across jurisdictions.

It was determined by the municipalities that the current IGA should be terminated, and a new working group should be established to create a new agreement that reflects current conditions and plans.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF McHENRY, THE COUNTY OF KANE, THE
VILLAGE OF ALGONQUIN, THE VILLAGE OF CARPENTERSVILLE, THE
VILLAGE OF GILBERTS, AND THE VILLAGE OF HUNTLEY
FOR MUTUAL COOPERATION TO ENSURE THE SAFE AND EFFICIENT
FLOW OF TRAFFIC ALONG THE LONGMEADOW PARKWAY / HUNTLEY
ROAD / KREUTZER ROAD CORRIDOR**

THIS AGREEMENT is entered into this 15th day of March, 2005 by and between the COUNTY OF McHENRY, a body corporate and politic, (hereinafter "McHenry County"), the COUNTY OF KANE, a body corporate and politic (hereinafter "Kane County"), the VILLAGE OF ALGONQUIN, a municipal corporation, (hereinafter "Algonquin"), the VILLAGE OF CARPENTERSVILLE, a municipal corporation, (hereinafter "Carpentersville"), the VILLAGE OF GILBERTS, a municipal corporation, (hereinafter "Gilberts"), and the VILLAGE OF HUNTLEY, a municipal corporation (hereinafter "Huntley"), all of the State of Illinois, and collectively referred to in this Agreement as the "Governmental Entities" and singularly as "Governmental Entity" herein, acting by and through their respective governing boards.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970 Article VII, Section 10 and the Intergovernmental Cooperation Act of the Illinois Compiled Statues, (5 ILCS 220/1 et seq.) authorizes the Governmental Entities to cooperate in the performance of their respective duties and responsibilities by contracts and other agreements; and

WHEREAS, the Governmental Entities desire to improve safety, efficiency and east-west motor vehicular movement in the area along the Longmeadow Parkway/Huntley Road/Kreutzer Road Corridor as depicted in Exhibit "A", hereinafter referred to as the "Corridor"; and

WHEREAS, the population of southeast McHenry County and northern Kane County is expected to increase dramatically over the next twenty years, further diminishing safety and increasing congestion in and along the Corridor; and

WHEREAS, a number of roadway improvements are currently being planned along the Corridor by the Governmental Entities; and

WHEREAS, the Governmental Entities are aware of numerous development proposals being considered adjacent to the Corridor which, if not considered in light of other activity along the Corridor, will have negative impacts on safety and vehicular movement and efficiency in the area; and

WHEREAS, Huntley and McHenry County desire to transfer jurisdiction of Huntley Road between Kreutzer Road and East Main Street from the McHenry County to

the Huntley, requiring development of an alternate roadway to serve the arterial function presently being satisfied by Huntley Road; and

WHEREAS, there are various boundary agreements in place between some of the Governmental Entities which are party to this Agreement that have been adopted to allow for orderly annexation and development of the area; and

WHEREAS, the Governmental Entities find that the health, welfare and safety of their residents are best served by entering into this Agreement to coordinate the management of access to and from the Corridor to ensure the Corridor's primary function will be the safe and efficient movement of vehicular traffic.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, McHenry County, Kane County, Algonquin, Carpentersville, Gilberts and Huntley mutually covenant, agree and bind themselves as follows, to wit:

1. The Governmental Entities acknowledge and agree that the preambles as stated herein above are incorporated into this Agreement.
2. The Governmental Entities acknowledge and agree that the definitions as contained in Exhibit "B" are made a part of this Agreement.
3. The Governmental Entities agree that, within their respective planning jurisdictions, each shall require all forms of development approvals, including but not limited to, grants of special use, approval of zoning map amendments, approval of plats of subdivision and approval of annexation agreements, for all property adjacent to the Corridor to include provisions for access to the Corridor consistent with the terms of this Agreement and as generally depicted on Exhibits "C" and "D" which are attached hereto and made a part hereof.
4. The Governmental Entities acknowledge that: Algonquin has jurisdiction of Longmeadow Parkway, Kane County has jurisdiction of Huntley Road south of its intersection with Kreutzer Road and Huntley has jurisdiction of Kreutzer Road west of its intersection with Huntley Road. Nothing in this Agreement is intended to, nor shall be construed in any manner to, alter or change the existing jurisdictional responsibility of the Governmental Entities over any portion of the Corridor. The Governmental Entities acknowledge that there are discussions between Huntley and McHenry County regarding transfer of jurisdiction of Huntley Road north of its intersection with Kreutzer Road, however nothing in this Agreement shall be contingent upon the outcome of those discussions. The Governmental Entities further acknowledge that there are discussions between Algonquin and Kane County regarding the transfer of jurisdiction of Longmeadow Parkway, however nothing in this Agreement shall be contingent upon the outcome of those discussions. Additionally, the parties agree that such transfer of jurisdiction shall not effect the terms of this agreement and the new jurisdictional authority shall be bound by these terms.

5. The Governmental Entities agree that each shall, within their respective jurisdictions and/or planning jurisdictions, limit and require all roadway access to and from the Corridor to be in substantial conformance to Exhibit "C" and the attached Kreutzer Road/IL Route 47 Intersection Detail. Each specific access point and the final design thereof shall be approved by the Governmental Entity with jurisdiction over the section of the roadway that is a part of the Corridor, whether said access is signalized or unsignalized. The exact location and design of these access points will be determined in accordance with good engineering judgment and the current policies, regulations and standards of the appropriate highway authority and shall generally conform to the typical sections shown on Exhibit D.
6. The Governmental Entities agree that full access points which currently exist along the corridor in developed areas may not need to be restricted or modified to conform to the provisions of this Agreement. The Governmental Entities should, however, make every effort to bring these access points into conformance with Exhibit "C" upon any annexation, rezoning, major site modification or change in use to the properties using these access points.
7. The Governmental Entities agree that it is necessary and desirable to require public internal access roads, frontage roads and/or public cross access easements for property adjacent to the Corridor. The Governmental Entities agree to ensure that the owners of the adjoining properties adjacent to the Corridor provide and maintain the cross access easements, internal access roads and/or frontage roads, including upkeep of roadway striping, signage, and pavement. The Governmental Entities agree not to issue any building or site permits for properties adjacent to the Corridor without the review and approval of the internal access road design by the highway authority having jurisdiction. Such approval shall not be unreasonably withheld by the appropriate highway authority. The Governmental Entities agree that the internal access roads and/or cross access easements will be designed to:
 - A. Be suitable for and accessible to public traffic.
 - B. Provide connections in general conformance with Exhibit C, except that alignment changes may be necessary and desirable for improved traffic flow, safety or other engineering reasons.
 - C. Consist of driving lanes that are to be at least twelve (12) feet wide.
 - D. Include appropriate pavement and curb markings, including centerlines, lane lines, and stop bars, each of standard design and application.
 - E. Include appropriate signage and traffic control of standard design and application.
8. The Governmental Entities agree that the alignments indicated for all roadways, cross access easements and/or internal access roadways on the attached Exhibit

"C" are conceptual in nature, and are intended to primarily show continuity of the internal access roads, frontage roads and cross access easements, allowable points of intersection/access and the permitted method of intersection traffic control. The exact alignment and geometrics for the frontage roads, internal access roads and cross access easements shall be determined in accordance with good engineering judgment.

9. In order to allow for expansion of the roadway facilities that make up the Corridor, the Governmental Entities agree that as part of any annexation, rezoning, major site modification or change in use to any parcel having frontage on the Corridor over which the Governmental Entities have control, review or approval, they shall require a minimum dedication of the right-of-way as indicated on attached Exhibit "D" (hereinafter referred to as the "Right-of-Way"). The Governmental Entities shall, protect and acquire the Right-of-Way to the extent to which they may lawfully do so at no expense to the Governmental Entities.
10. Where the highway authority acquires Right-of-Way along the Corridor for the completion of roadway improvements for the Corridor, each Governmental Entity agrees, to the lawful extent of its authority to do so, to cause to be reimbursed to the highway authority as a condition of annexation any Right-of-Way acquisition costs incurred outside of their respective municipal boundaries as said boundaries exist as of the date of this Agreement. Any reimbursement as set forth in this paragraph shall occur within ninety (90) days of the Governmental Entity's development approval of any property adjacent to the Corridor and/or prior to access being granted to the Corridor.
11. The Governmental Entities agree to work cooperatively during the development process for development of all properties adjacent to the Corridor. The Governmental Entities agree to solicit the review and comments from the appropriate highway authority prior to any annexation, subdivision, zoning or land use change.
12. The Governmental Entities agree that, in addition to the full access locations indicated on Exhibit "C", any right-in/right-out access points or other restricted access may be permitted along the Corridor subject to approval from the appropriate highway authority, provided that said access points are located a minimum of 500 feet from any full access point and any other right-in/right-out access point and/or provided that the right-in/right-out access points or other restricted access meet with current policies, regulations and standards of the appropriate highway authority.
13. The Governmental Entities agree to work cooperatively during the development process of any property adjacent to the Corridor to cause any full access to the Corridor to have a desirable minimum throat length, the distance from the edge of pavement of the highway to the first internal access of five hundred feet (500'), subject to the review and approval of the highway authority.

14. The Governmental Entities agree to locate or relocate or to cause to be located or relocated any utilities, municipal or otherwise, relating to any development along the Corridor in accordance with the requirements of the appropriate highway authority to avoid potential roadway/utility conflicts for any future Corridor widening projects. Utility easements shall be established outside the Rights-of-Way unless otherwise agreed to by the highway authority. All utilities located within the Corridor shall require a permit from the appropriate highway authority.
15. Properly designed right turn deceleration lanes will be required in advance of all full access points and all right-in or right-in/right-out access locations. Properly designed left turn deceleration lanes will be required at all full access points. These deceleration lanes will be designed in accordance with policies established by the appropriate highway authority having jurisdiction.
16. The Governmental Entities agree to work cooperatively during the development process of any property adjacent to the Corridor to cause to be provided additional stormwater detention for any proposed Corridor improvements, including auxiliary lanes and capacity improvements and, to the extent they may lawfully do so, may determine the detention necessitated by such road improvements in order to require the property owner(s)/developer(s) of said properties to the Corridor to provide such appropriate stormwater detention at no cost to the Governmental Entities.
17. The appropriate highway authority shall own, operate and maintain any signalization and signal interconnect systems within the Corridor.
18. The Governmental Entities agree that the Governmental Entity requesting access warranting intersection signalization or that may warrant future intersection signalization shall pay, or cause to be paid, the cost to energize, operate and maintain said traffic signals and signal interconnect systems associated with the access.
19. Nothing contained in this Agreement is intended to amend or supercede any of the various existing boundary agreements by and between the Governmental Entities on the date of this Agreement, except as noted in Paragraph 20 herein below. All full access points are to remain as generally shown on Exhibit "C" regardless of their location in respect to these current boundary agreements, any revisions to the current boundary agreements or any subsequent boundary agreements between the Governmental Entities. The Governmental Entities agree that the location of all full access points indicated on Exhibit "C" were located in conformance with the current boundary agreements.
20. Algonquin and Huntley agree that upon realignment of Huntley Road at Kreutzer Road, as indicated on Exhibit "C", the existing Huntley-Algonquin boundary agreement will be hereby revised such that municipal jurisdiction over PARCEL A, as indicated on Exhibit "E", will be evenly divided between Algonquin and Huntley as indicated on the exhibit.

21. Algonquin and Carpentersville agree that upon realignment of Huntley Road at Boyer Road, as indicated on Exhibit "C", the existing Algonquin-Carpentersville boundary agreement will be hereby revised such that municipal jurisdiction over PARCEL B, as indicated on Exhibit "F", will be evenly divided between Algonquin and Carpentersville as indicated on the exhibit. Should proposed development occur on PARCEL B which crosses the indicated division, Algonquin and Carpentersville will jointly develop an agreement to address any issues arising from such a development.
22. The Governmental Entities agree that other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to, nor shall be construed as, creating or establishing any legal relationship or entity between the Governmental Entities.
23. The Governmental Entities agree that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
24. The Governmental Entities agree that all of the issues, obligations and requirements related to access to and design of the Corridor are established solely by this Agreement and the policies, regulations and standards of the appropriate highway authority. Any and all other oral agreements, negotiations, and prior written agreements in relation to access to and design of the Corridor are superseded by this Agreement.
25. The Governmental Entities agree that any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the Governmental Entities.
26. This Agreement shall remain in full force for the period of twenty (20) years, beginning upon the execution date of this Agreement. This Agreement will be automatically renewed for successive periods of twenty (20) years without any further action by the Governmental Entities.
27. Any of the Governmental Entities may terminate its participation in this Agreement by providing written notice to all other parties to this Agreement at least 90 days prior to its scheduled expiration. Withdrawal of individual or multiple parties from this Agreement will not affect the rights and obligations of the remaining parties to this Agreement.
28. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties as follows:

COUNTY OF McHENRY

Dir. of Transportation/County Engineer
McHenry County Div. of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attn: Joseph R. Korpalski, Jr., P.E.

COUNTY OF KANE

Attn: County Engineer
Kane County Div. of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175

VILLAGE OF ALGONQUIN

Village Manager
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

VILLAGE OF CARPENTERSVILLE

Village Manager
Village of Carpentersville
1200 Besinger Drive
Carpentersville, Illinois 60110

VILLAGE OF GILBERTS

Village Clerk
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

VILLAGE OF HUNTLEY


Village of Huntley
11704 Coral Street
Huntley, Illinois 60142
Attn: Mr. Carl Tomaso
Village Manager

Nancy S. Harbottle
Arnstein & Harbottle
2800 West Higgins Road
Hoffman Estates, Illinois 60195

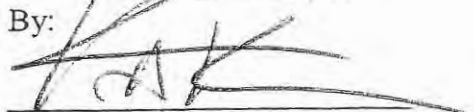
29. The terms of this Agreement will be construed in accordance with the laws of Illinois, and should any disputes arise they shall be decided under the jurisdiction and governed by the laws of the State of Illinois.

30. Each person signing below on behalf of one of the Governmental Entities agrees, represents and warrants that they have been duly and validly authorized to sign this Agreement on behalf of their party.

ATTEST:

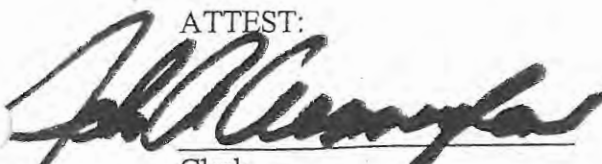

Clerk
County of McHenry

COUNTY OF McHENRY

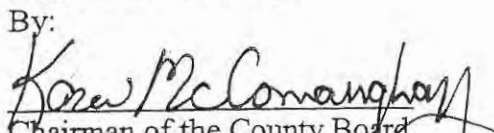
By: 
Chairman of the County Board
County of McHenry

(Seal)

ATTEST:


Clerk
County of Kane

COUNTY OF KANE

By: 
Chairman of the County Board
County of Kane



ATTEST:

Donald J. Kautz
Clerk
Village of Algonquin *John Bellings*
By Clerk

VILLAGE OF ALGONQUIN

By:

John A. Selby
President
Village of Algonquin

(Seal)

ATTEST:

Theresa Wade
Clerk
Village of Carpentersville

VILLAGE OF CARPENTERSVILLE

By:

Mark C. Denton
President
Village of Carpentersville

(Seal)

ATTEST:

Wanda Wilson
Clerk
Village of Gilberts

VILLAGE OF GILBERTS

By:

R. M.
President
Village of Gilberts

(Seal)

ATTEST:

Patricia M. McMillan
Clerk
Village of Huntley

VILLAGE OF HUNTLEY

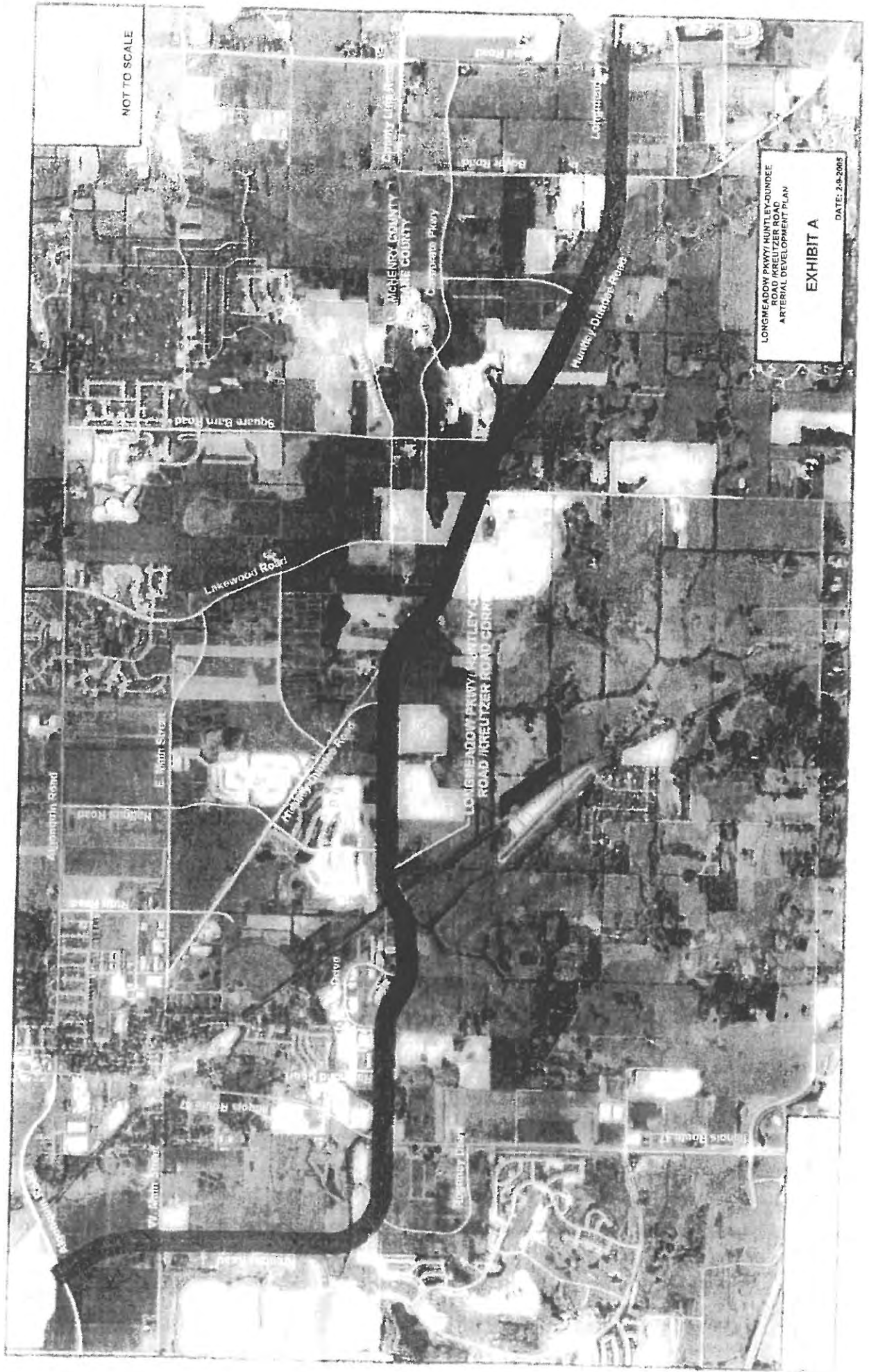
By:

Charles H. ...
President
Village of Huntley

(Seal)

EXHIBITS

EXHIBIT "A"	The Corridor
EXHIBIT "B"	Definitions
EXHIBIT "C"	Access Points
EXHIBIT "D"	Right-of-Way
EXHIBIT "E"	Parcel A
EXHIBIT "F"	Parcel B
	Kreutzer Road/IL Route 47 Intersection Detail



NOT TO SCALE

LONGMEADOW PARK/KIRTLEY ROAD/KREUTZER ROAD CORRIDOR
ARTERIAL DEVELOPMENT PLAN

EXHIBIT A

DATE: 2-9-2005

EXHIBIT "B"

DEFINITIONS

Access, n.: The right of an owner of property immediately adjacent to a highway to ingress to and egress from the property by way of the immediately adjoining highway.

Access Point n.: The designated location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed.

Access Road, n.: A highway or private road that directly connects to an access point. A highway that connects to an access point is sometimes referred to as a leg of an intersection sometimes also referred to as an Internal Access Road.

Auxiliary Lanes, n.: Lanes, other than through lanes, of the traveled portion of a highway such as left or right hand turn lanes.

Cross Access Easement, n.: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, n.: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Frontage Road, n.: A highway subservient to and which runs generally parallel with a dominant highway (often an arterial highway) and is sometimes referred to as a "local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105).

Highway, n.: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. "Highway" includes a municipal street or a township road.

Highway Authority, n.: The Governmental Entity that has jurisdiction over a a highway or a part thereof.

Internal Access Road, n.: A highway servient to and which runs generally perpendicular to and intersects with a dominant highway (often an arterial highway) An internal access road is intended to collect traffic generated from properties adjacent to a frontage road to convey the traffic to an access point on the arterial highway.

Intersection, n.: The area within the right of way of two different highways within which vehicles traveling on the traveled portion of each highway come into conflict with one

another. The junction of an alley or a driveway with a highway shall not for purposes of this Agreement constitute an intersection. Intersection includes:

- A. **"T" Intersection, n.:** An intersection of two highways that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as a various form of the letter "T".
- B. **Full Intersection, n.:** An intersection of two highways that has four intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection.
- C. **Right In/Right Out Only, n.:** A "T" intersection where the movement of traffic is limited to only the following movements: (i) through movements on the horizontal legs of the "T", (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.
- D. **Signalized Intersection, n.:** An intersection that utilizes signalization.

Intersection Lighting, n.: Overhead electric lighting at an intersection intended to illuminate the pavement surface of the intersection.

Planning Jurisdiction, n.: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code.

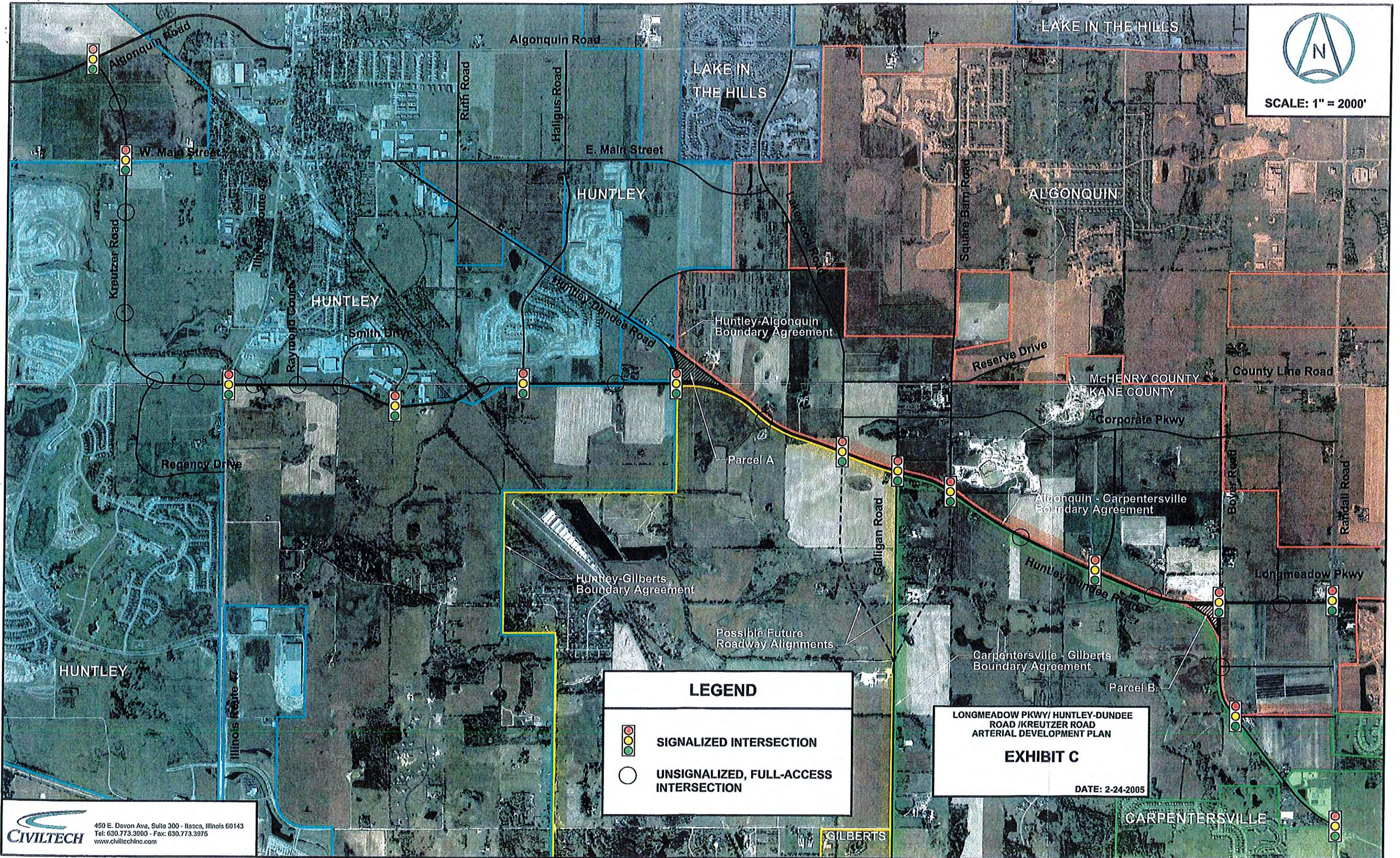
Private Road, n.: A way for purpose of travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor that is not intended for use by the general public.

Roadway Lighting, n.: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area.

Signalization, n.: Electronic traffic control devices also referred to as: traffic lights, traffic control devices or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed.



Signal Interconnect System, n.: An electronic system designed and intended to electronically connect signalization at various intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections.

Throat, n.: The area of an access road or leg of an intersection where the junction or intersection with any driveway, alley, street, road or other highway is not permitted.



SCALE: 1" = 2000'

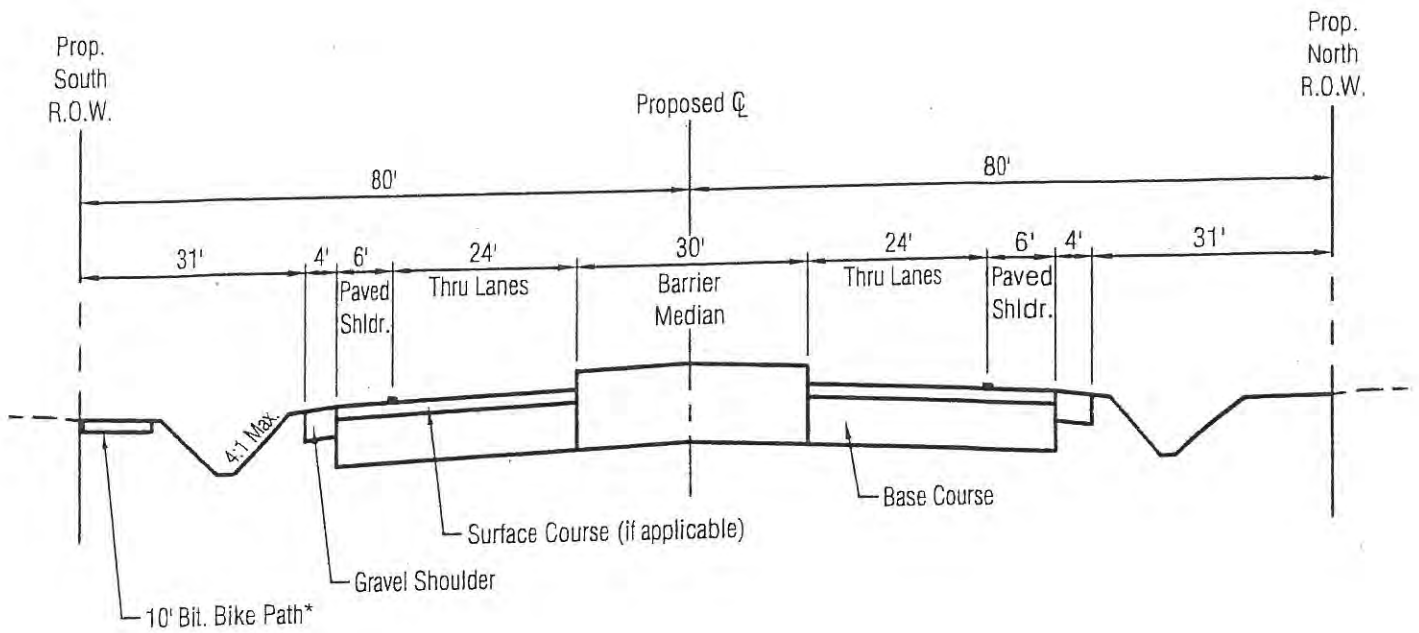
LEGEND

-  **SIGNALIZED INTERSECTION**
-  **UNSIGNALIZED, FULL-ACCESS INTERSECTION**

LONGMEADOW PKWY/ HUNTLEY-DUNDEE ROAD /KREUTZER ROAD ARTERIAL DEVELOPMENT PLAN

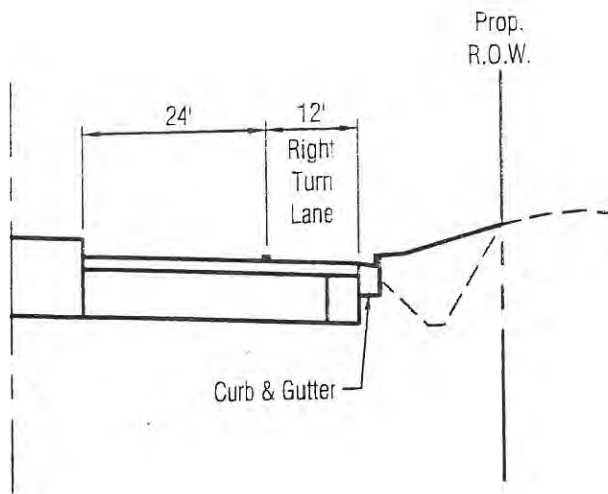
EXHIBIT C

DATE: 2-24-2005



Proposed Typical Section

* Bike Path Location:
Location to be determined by Highway Authority have jurisdiction.



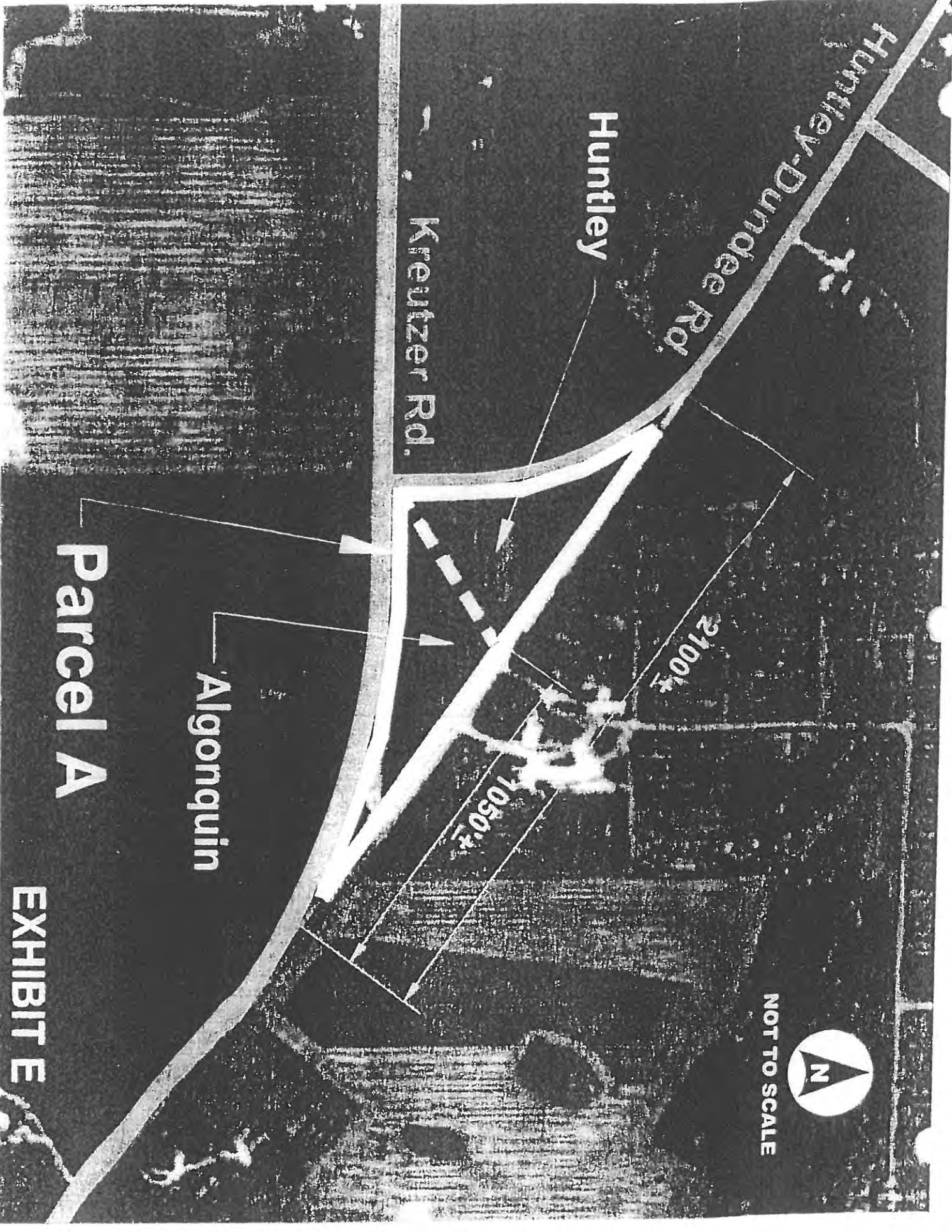
Half-Section at Right Turn Lane

NOTE:
The pavement design and materials used for the roadway and median shall be governed by the agency having jurisdiction over the roadway at the time of construction.

**LONGMEADOW PKWY/ HUNTLEY-DUNDEE
ROAD / KREUTZER ROAD
ARTERIAL DEVELOPMENT PLAN**

**RIGHT-OF-WAY
Exhibit D**

DATE: 2-24-2004



Parcel A

Algonquin

EXHIBIT E

Parcel B

pentersville

Huntley-Dundee Rd



NOT TO SCALE

525'+
7050'+

Longmeadow
Parkway

Algonquin

Huntley-Dundee Rd.

EXHIBIT F



1" = 300'



LONGMEADOW PKWY/ HUNTLEY-DUNDEE
ROAD / KREUTZER ROAD
ARTERIAL DEVELOPMENT PLAN

Kreutzer Road/IL Route 47
Intersection Detail

DATE: 5-25-2004

RESOLUTION TO WITHDRAW FROM THE INTERGOVERNMENTAL AGREEMENT
FOR THE LONGMEADOW PARKWAY/ HUNTLEY ROAD/ KREUTZER ROAD CORRIDOR AND
ESTABLISH A WORKING GROUP TO DRAFT A NEW INTERGOVERNMENTAL AGREEMENT

Resolution 2025-R- ____

WHEREAS, the Village of Algonquin is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, on March 15, 2005, an Intergovernmental Agreement (IGA) between the counties of Kane and McHenry, and the Villages of Algonquin, Carpentersville, Gilberts, and Huntley was executed to establish the framework for mutual cooperation of the governmental entities to ensure the safe and efficient flow of traffic along the Longmeadow Parkway/Huntley-Dundee Road/Kreutzer Road Corridor; and

WHEREAS, the IGA allows Algonquin (and any other party) to withdraw at the end of the initial 20-year term by giving written notice to all other parties at least 90 days prior to the IGA's expiration; and

WHEREAS, the Village Board has determined that the IGA in its current form is outdated, and it is in the best interests of the Village to withdraw from the IGA;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN as follows:

SECTION I: The Village Board hereby approves the withdrawal from the Intergovernmental Agreement (IGA) for the Longmeadow Parkway/Huntley-Dundee Road/Kreutzer Road Corridor. The Village Manager is authorized to submit proper notification to all parties to the IGA.

SECTION II: The Village Manager is authorized to establish a new working group to create a new intergovernmental agreement that reflects current conditions and plans.

SECTION III: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION IV: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

Passed this ____ of January, 202

APPROVED: _____
Village President, Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk, Fred Martin



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: December 11, 2024

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance amending the number of available Class A-1 liquor licenses.

This change is the result of requests from:

- Delic Gourmet House, Inc. an established restaurant located 1740 E. Algonquin Road, Algonquin has applied for a class A-1 liquor license, which will patrons to consume alcoholic liquor only on premise as well as purchase packaged alcohol to go.

Staff recommends increasing the number of available Class A-1 by one to accommodate the request from Delic Gourmet House, Inc.

Attachment

ORDINANCE NO. 2025 - O - ____

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

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

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

SECTION 1: Section 33.07-B, Number of Licenses Issued, Paragraph 2 of the Algonquin Municipal Code shall be amended as follows:

- 2. Thirty-Eight Class A-1 licenses at any one time.

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

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

SECTION 4: This Ordinance shall be in full force and effect January ____, 2025, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____
Approved: _____
Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 17, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Design Amendment #2 Proposal for Eastgate Drive Roadway and
Water Main Improvements with Christopher B. Burke
Engineering, Ltd.

The Public Works Department has been working on the design improvements for Eastgate Drive, initially focusing on roadway and on-street parking enhancements. Subsequent directives from the Village have necessitated two amendments to the original design contract, both justified and essential for project completion. This memo outlines these amendments and the rationale for their inclusion.

Contract Details

- **Original Contract: \$70,191** – Roadway & parking design only (Approved 2022-R-92)
- **Amendment #1: \$31,650** – Added water main removal and replacement, including residential service connections, hydrants, valve vaults, and sanitary sewer lining. (Approved 2024-R-05)
- **Amendment #2: \$28,100** – To address drainage, erosion, and safety improvements at the Algonquin Middle School property, coordination with ComEd for pole bracing during excavation, sidewalk connection to the St. Margaret Mary’s School, design to resurface the library’s parking lot (reimbursable expense), and additional survey and easement exhibits requested by the church’s legal team. (Current request)
- **Final Design Total: \$129,941**

The total design cost is approximately 7.6% of the estimated \$1.7 million in construction costs, well below the industry standard of 10-12%.

Scope of Additional Work

Village staff identified a safety hazard as a result of erosion at the south limits of the project, where the bank adjacent to the existing sidewalk had eroded, undermining the sidewalk. In order to re-establish the bank and improve safety for pedestrians, the existing culvert will be

extended, the bank will be re-shaped and stabilized, and the sidewalk will be replaced. Coordination is also required with ComEd to brace the nearby poles adjacent to the excavation.

A sidewalk connection from IL-62 (Algonquin Road) to St. Margaret Mary School has been added to the design. Additional survey and design are required to meet ADA standards.

Complete design plans and specifications to resurface the Library's East Branch parking lot at the request of the AAPL. The library will cover the design and construction costs for the parking lot improvements through reimbursement.

Finally, additional easement and legal documents are required to complete the work on the District 300 and Arch Diocese properties.

Summary:

1. The design amendment addresses critical drainage, safety, coordination, and pedestrian improvements.
2. Additional costs are justified and remain well below standard design-to-construction cost ratios.
3. Approval is recommended to maintain project timelines and quality standards.
4. Unused funds budgeted this fiscal year in the Street Fund will be utilized to cover this amendment.

Recommendation

The Public Works Department recommends that the Committee of the Whole take the necessary action to approve this amendment with Christopher B. Burke Engineering, Ltd. for Eastgate Drive in the amount of \$28,100.00 and submit to the Village Board for final approval.

This amendment ensures the project meets the Village's standards while incorporating critical safety and design improvements directed by the Village.

Eastgate Drive .31 Miles



= PCI Street Scan Rating

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

This work order is for additional engineering services performed and added to the bid documents for the Eastgate Drive Roadway and Pedestrian Improvements project.

III. Scope of Services

A. Engineering Services

Task A.1 – Plans, Specifications, Estimates, and Easements

CBBEL provided additional plan changes outside the original scope of work. Plan changes include improvements to the storm sewer outlet on the south end of Eastgate Drive within the Community Unit School District 300 (CUSD 300) property, additional modifications to the Archdiocese property on the north end of Eastgate Drive, and the addition of parking lot resurfacing on the Algonquin Area Public Library property.

On the south end of the project, the storm sewer outlet repair and channel stabilization was added into the plans. This work included the creation of new plan sheets, construction details, pay items, and specifications, additional field visits, a stormwater review, creation of exhibits, and a meeting with CUSD 300 representatives. Several erosion control and stormwater alternatives were analyzed with respect to costs and constructability. Additional ComEd coordination was also required due to the proximity of an existing power pole. This work order also includes anticipated future correspondence with ComEd and redesigns as necessary to avoid pole relocations or project schedule delays.

On the north end of the project, additional work included two alternative concept designs for a pedestrian crossing, ADA-compliant ramp designs, and a new concrete driveway apron on the Archdiocese property.

Resurfacing was to the plans for Algonquin Area Public Library parking lots. The resurfacing includes HMA surface removal, HMA Surface course, and replacement thermoplastic pavement markings. This work was added as an Alternative Bid in the plans and project specifications.

Additionally, CBBEL completed Easement Exhibits and legal documents for one permanent Village easement on the CUSD 300 property, and a Plat of Easement for the land acquisition/two temporary construction easements on the Archdiocese property.

The following additional engineering plan modifications were added to the construction documents:

- Removal Plans updates
- Proposed Plans updates
- Proposed storm sewer detail sheet
- Proposed ADA ramp design sheet
- Construction Details
- Specification updates, with Alternative Bid language and Bid Proposal
- Updates to the Summary of Quantities
- Updates to the Engineer's Estimate of Probable Cost

IV. Staff-Hour & Fee Summary

A. Engineering Services

Task A.1 Plans, Specifications, Estimates, and Easements

Engineer V	8 hrs x \$190/hr	=	\$1,520
Engineer IV	48 hrs x \$155/hr	=	\$7,440
Engineer III	62 hrs x \$140/hr	=	\$8,680
Engineer I/II	48 hrs x \$115/hr	=	\$5,520
Survey V	2 hrs x \$205/hr	=	\$410
Survey IV	8 hrs x \$190/hr	=	\$1,520
Survey III	2 hrs x \$165/hr	=	\$330
Survey II	4 hrs x \$140/hr	=	\$560
Survey I	4 hrs x \$105/hr	=	\$420
CAD Manager	10 hrs x \$170/hr	=	<u>\$1,700</u>
			\$28,100
	Not-to Exceed Fee	=	\$28,100

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 12/3/2024 _____

N:\PROPOSALS\ADMIN\2024\Algonquin Eastgate Drive Amendment #2\Algonquin Eastgate Drive.AMENDMENT#2.REV1 120324.docx

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

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

Updated April 11, 2023
 These rates are in effect until December 31, 2024, at which time they will be subject to change.

Photo 1 – Erosion & Undermined sidewalk at D300 property



fence extension and replacement for pedestrian safety

Sidewalk access to Algonquin Middle School being undermined due to erosion

Photo 2 – Undermined sidewalk at ComEd pole in question



ComEd pole requires bracing for sidewalk and bank stabilization work

Photo 3 - Erosion causing undermined sidewalk & dangerous conditions



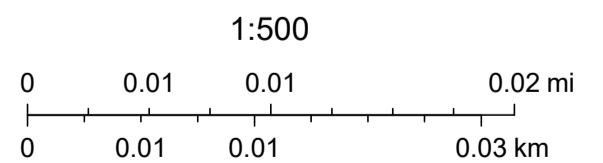
downstream erosion. bank stabilization and culvert extension required to prevent future erosion and pedestrian safety issues.

Eastgate North Sidewalk Connection



12/3/2024, 1:48:02 PM

- Sidewalks
- Road Centerlines
- Not in Village
- Boundaries - Village Limit
- ADA
- Historic
- Regular





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 9, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Brooke Snow, Engineer II

SUBJECT: Proposal to Demolish the Existing Building at 7 S. Main Street

In preparation for the redevelopment of the former Creekside Tap site at 7 S. Main Street, Public Works staff contacted prospective contractors to demolish the existing building and apartments. The scope of the demolition was to demolish the building and restore the area to turf grass while preserving the existing parking lot and natural area adjacent to Crystal Creek.

In October, staff posted on the Village website the proposal documents and also contacted known demolition contractors to provide a cost proposal. Several interested contractors contacted the Village for more information and ultimately the Village received five bids, which are listed below.

- Milburn Demolition – \$210,915
- Martam Construction, Inc. – \$94,500
- Northwest Paving – \$92,000
- Omega III, LLC – \$89,650
- Fowler Enterprises LLC – \$31,450

Staff contacted the provided list of references from Fowler Enterprises LLC, attached. The demolition and restoration projects that were referenced ranged from a small house to commercial sized buildings. All the references backed the work performed by Fowler Enterprises LLC and would work with them again if they were the low bidder.

Funds for this project have been transferred from the Crystal Creek Bridge Replacement, which is an IDOT carryover and will be unused this fiscal year, to the Land Acquisition category of the Street Improvement fund. A project has been created for this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Fowler Enterprises LLC to the Village Board in the amount of \$31,450 for approval.

Fowler Enterprises LLC

41W691 Russell Road
Elgin, IL 60124
Ph. 224-715-7023
Fax. 847.695.8770
Email. fowlerservices@sbcglobal.net

November 11, 2024

Attn: Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Demolition: 7 S. Main Street, Algonquin, IL 60102

Permits, License and City Fees/Bonds

Fowler Enterprises LLC will obtain village permit and EPA permit.

Utility Disconnects

Fowler Enterprises LLC will cap and seal water and sanitary sewer at the main.

Asbestos Inspection & Asbestos Removal.

Owner will have asbestos abated before demolition.

Demolition/Backfill & Grading Activities

Fowler Enterprises LLC will provide all labor, equipment, materials, and insurance for the removal of buildings, accessory structures, footings, concrete slabs and driveways. Fowler Enterprises LLC will remove the construction debris material (drywall, wood, roofing, etc.) as well as the recyclable materials (steel, brick, block, concrete and asphalt). The construction debris will be transported and disposed of in approved C&D landfill.

Cost Estimate

Install a 6' temporary construction fence around the perimeter of the building. Demolish a 1 story commercial building. Remove existing slab on grade and foundation 1' below surrounding elevation. Basement slab shall be cracked for drainage and foundations will be removed 1' below final grade. Fill the basement with granular fill in 8-inch lifts and cap with 1' of CA6. Haul and legally dispose of all material debris. Landscape restoration

Existing parking lot and sidewalk along Main Street is to remain.

Demolition completion no later than April 15th 2025

Total: \$31,450.00

The cost/pricing is valid for 90 days from the date of this proposal. Any legal, attorneys or court fees associated with the collection of any portion of the fees owed to Fowler Enterprises LLC shall be paid by the signee or client indicated below who has contracted Fowler Enterprises LLC. Fowler Enterprises LLC agrees to furnish all labor, tools, and equipment necessary to do the work as listed above. Fowler Enterprises LLC will maintain General Liability and Workmen's Compensation Insurance for the duration of the above said work.

Authorization

Authorization to proceed will begin by signing the proposal below, faxing us a copy and sending the original in the mail.

Owner/ Agent

Fowler Enterprises LLC

Signature

Signature

Title

Date

Title

Date

Fowler Enterprises LLC
41W691 Russell Road
Elgin, IL 60124
Phone: 224-715-7023
Fax# 847-695-8770
Email: fowlersevices@sbcglobal.net

References

Village of Westmont

Project Year: 2023

Contact: Virgil Viscuso

Phone: 630-981-6286

Email: vviscuso@westmont.il.gov

13-19 & 20 Burlingame Ave. - Demolition and restoration of a strip mall and garage

Village of Roselle

Project Year: 2024

Contact: Matthew Galloway

Phone: 630-6712808

Email: mgalloway@roselle.il.us

510 N. Roselle Road - Demolition and restoration of a house

Village of South Elgin

Project Year: 2024

Contact: Sean O'Neil

Phone: 847-695-2742

Email: soneil@southeilgin.com

400 N. Center St. - Demolition of a brick commercial building

City of Wood Dale

Project Year: 2024

Contact: Alan Lange

Phone: 630-787-3761

Email: alange@wooddale.com

261 Forest View & 421 Oak Ave.: Demolition and restoration of 2 houses

Village of Franklin Park

Project Year: 2024

Contact: Jim Post

Phone: 847-260-5809

Email: jpost@smithlasalle.com

9763 Franklin Avenue - Demolition and restoration of a commercial building

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: November 22, 20 24

Purchase Order No. _____

Project: Demolition of 7 S. Main St		Location: 7 S Main St	
Originating Department:			
Owner	Consultant/Vendor		Developer
Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-2754 Contact:	Name: Fowler Enterprises LLC Address: 41W691 Russell Road Phone: 224-715-7023 Fax: 847-695-8770 Contact: Jake Fowler		(where applicable) Phone: Fax: Contact:

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 31,450

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

- ☒ General Contract, dated _____, 20__
- ☒ Specification No(s): _____, dated _____, 20__
- ☒ Plans dated : _____
- ☒ Addendum No(s): _____
- ☒ Other: Demolition of building and restoration of project area to turf

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Lump Sum	Demolish 1 story commercial building and landscape restoration	\$ 31,450 NOT TO EXCEED	\$ 31,450
			TOTAL	\$ 31,450

NOTES:

- The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.

ACCEPTANCE OF PURCHASE AGREEMENT

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONSULTANT/VENDOR:

By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin
 By: _____
 Title: Village Manager
 Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

14. Compliance With Laws: During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.

17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

19. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

CONSULTANT/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

This is **SCHEDULE A**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Scope of Work/Services – Vendor/Services

VOA: _____

_____ : _____

This is **SCHEDULE B**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective _____, 20_____

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

VOA: _____

_____ : _____

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: _____

_____ : _____

This is **SCHEDULE D**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective _____, 20_____

Supplemental Terms and Conditions

VOA: _____

_____ :



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 17, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jake Benner, Engineer II

SUBJECT: Design Amendment Proposal for Surrey Lane Streambank
Restoration with HR Green, Inc.

The Public Works Department has been working on the design improvements for the upstream channel of Surrey Lane Preserve, initially focusing on streambank enhancements. Subsequent directives from the Village have necessitated an amendment to the original design contract, both justified and essential for project completion. This memo outlines these amendments and the rationale for their inclusion.

Contract Details

- **Original Contract: \$101,231** – Streambank restoration design (Approved 2023-R-62)
- **Amendment #1: \$10,400** (Current request)
 - Added drainage improvements and pavement patching just west of the creek limits
 - Added two permanent easements for future maintenance
 - Added offsite grading at drainage outfalls between residential properties
- **Final Design Total: \$111,631**

Scope of Additional Work

Village staff identified the location just west of the creek limits as an opportunity to improve the street’s drainage based on the Stormwater Master Plan. This area has received some flooding complaints from residents in the past. This work will require a pavement patch.

Two permanent easements are being incorporated into this project to allow for future maintenance of the streambank. Additional survey and legal descriptions are needed to obtain these easements.

Finally, offsite grading was added to the project to address the drainage outlets between residential properties. This is to ensure proper drainage towards the stream.

Summary:

1. The design amendment addresses critical drainage, maintenance, and resident concerns.
2. Additional costs are justified and remain well below standard design-to-construction cost ratios.
3. Approval is recommended to maintain project timelines and quality standards.
4. Available funds from design for Ratt Creek Reach 3 Restoration will be utilized to cover this amendment.

Recommendation

The Public Works Department recommends that the Committee of the Whole take the necessary action to approve this amendment with HR Green, Inc. for Surrey Lane Streambank Restoration in the amount of \$10,400 and submit to the Village Board for final approval.

This amendment ensures the project meets the Village's standards while incorporating critical design improvements directed by the Village.



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 11th day of December, 2024 by and between, VILLAGE OF ALGONQUING the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Surrey Lane Phase 2: Stream Restoration Design and Permitting

hereby amends the original Professional Services Agreement dated July 11, 2023 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional drafting and design services performed by COMPANY to perform storm sewer design services along Surrey Lane at the request of CLIENT. The original project scope assumed that the storm sewers would be lined and remain in place. The design scope has been updated to include removal and replacement of the existing storm sewer and replacement with reinforced concrete pipe. Additional storm sewer inlets have been incorporated into the design to reduce the risk of roadway flooding adjacent to the project. The storm sewer improvements resulted in additional design and drafting time and utility coordination to gain concurrence from franchise utilities that the project would not be in conflict with private utilities.

COMPANY Project Number: 2202853

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- Per current rate schedule with a maximum fee to be increased by Ten Thousand Four Hundred Dollars (\$10,400.00).

The original Professional Services Agreement is in the amount of One Hundred and One Thousand, Two Hundred and Thirty-One Dollars (\$101,231.00). The total authorized compensation after this Amendment, including the original Professional Services Agreement is One Hundred and Eleven Thousand, Six Hundred and Thirty-One Dollars (\$111,631.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.



THIS AMENDMENT executed the day and year written above.

VILLAGE OF ALGONQUIN

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Logan Gilbertsen', written over a horizontal line.

By: Debby Sosine, Village President

By: Logan Gilbertsen, Regional Manager



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 17, 2024

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Approve Phase II Design Engineering Services Agreement with Chastain & Associates, LLC for Boyer Road Improvements

Attached is Chastain & Associates, LLC's proposal to provide Phase II Design Engineering and services for the Boyer Road corridor from County Line Road to Longmeadow Parkway. Boyer Road is a critical thoroughfare within the Village of Algonquin, and the proposed improvements will provide a critical water main route on the west side of the Village as identified in the 2012 Water System Master Plan, improve longevity and rideability on the roadway, and provide pedestrian accommodations with path connections to local and regional trails. Chastain completed the preliminary engineering and has begun coordination with property owners and utility companies to kick-start the final design.

The scope of improvements includes:

- Reconstruction of Boyer Road within the Village Corporate Limits.
- Resurfacing of Boyer Road within Dundee Township.
- A multi-use path along the west side of Boyer Road from County Line Road to Longmeadow Parkway.
- Installation of a new 12-inch water main along the west side of Boyer Road.
- Addition of storm sewers and stormwater management facilities.
- Traffic signal modifications at the Longmeadow Parkway crossing.
- Plat preparation and land acquisition services for Right of Way

The design proposal will begin in January and be completed by December 2025. The design engineering and land acquisition costs will be funded through the Street Improvement Fund. Sufficient funds are available for FY2025; the remainder will be recommended for the FY2026 budget this winter. Additionally, construction for this project will be partially funded through the Surface Transportation Program - Local (STP-L) in 2026, with \$1.5 million allocated to the project. These funds must be appropriated by September 2026. Therefore, the final design timeline is critical, given the coordination efforts with outside agencies.

The proposal amount is for \$175,349.65 which is approximately six percent (6%) of the estimated construction costs, well under the typical eight percent (8%) for final design of federally funded projects. For reference, the open house meeting handout held in June of this year is attached to this memo, along with a project location map.

Summary

1. This project is critical to vehicular, pedestrian, and water distribution on the west side of the Village.
2. The road is in extremely poor condition and the base has been compromised.
3. Sufficient funds are available in the Street Improvement Fund this fiscal year.
4. Chastain completed preliminary engineering and will provide a smooth transition into final engineering.

Therefore, it is our recommendation that the Committee of the Whole move this matter forward to the Village Board for approval of the agreement with Chastain & Associates, LLC for Phase II Design Engineering Services for Boyer Road Improvements, in the amount of \$175,349.65.



December 12, 2024

Mr. Clifton V. Ganek, P.E.
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Re: Proposal – Boyer Road Phase II Improvements - Preparation of PS&E Documents
County Line Road to Longmeadow Parkway

Dear Mr. Ganek,

Chastain appreciates the opportunity to submit this proposal to provide Phase II Design Engineering Services to the Village of Algonquin for improvements to Boyer Road. Planned improvements along Boyer Road are anticipated to include the following.

- Reconstruction of Boyer Road within the Villag Corporate Limits
- Resurfacing of Boyer Road for the portion within Dundee Township
- Addition of multi-use path along west side of Boyer Road from County Line Road to Longmeadow Parkway
- Installation of new 12-inch water main along the west side of Boyer Road
- Addition of storm sewers and stormwater management facilities
- Traffic signal modifications at Longmeadow crossing
- New pavement marking, signing, restoration, and SWPPP provisions for IEPA erosion control compliance.

It is understood that the above noted improvements are currently funded in part with STP-L funds awarded through the McHenry County Council of Mayors. It is also understood the Village recently submitted to IDOT for consideration of ITEP funding to help in offsetting the construction cost of the multi-use path. With both funding sources requiring adherence to limited timeframes and schedules, November 2025 is the expected letting for the planned Boyer Road improvements.

Attached is a Project Understanding and Scope of Services for improvements to Boyer Road to provide Phase II design services. Service fees are summarized as:

Boyer Road

1. Project Admin - \$12,501.84 (This Task includes all coordination meetings and IDOT Kick-Off Meeting)
2. Supplemental Survey - \$11,253.25 (Pickup surveys and utility coordination as needed)



- 3. Environmental and Permit Coordination - \$7,973.76 (Cover environmental coordination, SWPPP preparations and final permit coordination and updates)
- 4. Drainage Improvements - \$8,858.56
- 5. Final Plans, Specs & Estimates - \$70,517.60
- 6. Right-of-Way - \$64,244.64 (Covers Title Commitments, plats & legals & negotiations for five (5) parcels)

Boyer Road Total Cost of Services - \$175,349.65

Thank you for requesting Chastain & Associates LLC submit a proposal for planned improvements along Boyer Road. We look forward to having an opportunity to continue working with the Village on this project and we look forward to meeting with village staff to discuss the project in greater detail. With any questions I can be reached on my cell phone at (847) 287-6732 or e-mailed at sfrerichs@chastainengineers.com. If you find the request and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files.

Chastain & Associates LLC
Sincerely,

Steve Frerichs
Senior Project Manager

ACCEPTED FOR: The Village of Algonquin

By: Debby Sosine Title: Village President Date: 1/7/2025
Printed

By: _____
Signature

Project Understanding and Scope of Services
Village of Algonquin
Boyer Road Corridor Improvements
County Line Road to Longmeadow Parkway
Phase II Engineering Services

PROJECT UNDERSTANDING

The Village of Algonquin has requested a proposal for design and contract document preparation services for improvements along Boyer Road between County Line Road and Longmeadow Parkway. It is understood improvements will include reconstruction and widening of Boyer to a consistent three lane cross section within the Corporate Limits of the Village, milling and resurfacing of the existing pavement portion within Dundee Township, the addition of a new multi-use path along the west side of Boyer, installation of a new water main along the west side of Boyer and stormwater conveyance and management improvements along the corridor.

The anticipated improvements along Boyer Road include the following.

1. Village Segment – covers the portion of Boyer Road from the County Line / Boyer intersection to the Village Corporate Boundary south of the Corporate Parkway intersection. It's anticipated the roadway will be reconstructed using traditional road building techniques installing new aggregate base and a new HMA pavement. The existing crossroad culvert just south of Loren Lane will be improved with an additional parallel pipe culvert and outlet control structure. Design for this section will also include a new multi-use path and new 12" water main along the west side of Boyer.
2. Dundee Township Segment – covers the portion of Boyer Road from the Village Corporate Boundary south of Corporate Parkway the project limit along Boyer Road north of the Boyer/Longmeadow intersection. It's anticipated the roadway will be milled and resurfaced maintaining the existing pavement grade and cross section. It's anticipated there will be minor ditch grading to improve surface runoff maintaining existing drainage patterns. Design for this section will also include a new multi-use path and new 12" water main along the west side of Boyer.

SCOPE OF SERVICES

Task 1 - Project Admin

This task covers project administration and coordination efforts required for the proper progress of the final design and plan preparation efforts. These efforts include data review and collection of ongoing corridor development information.

A project kickoff meeting will be held with the key project partners to establish plan preparation timelines, review requirements, new corridor development details, and establish submittal requirements with IDOT-BLR.

Requests for available data will be coordinated with or thru the Village of Algonquin to pertinent organizations. Requests will be made during the project and during coordination meetings that are included within the scope of other task items.

The specific activities under this Task will include:

- Kickoff Meeting with Village, Chastain, and IDOT-BLR.
- Review of completed Phase I documents.
- Establish a list of additional data collection targets and make coordinated team assignments for pursuing this information.
- Prepare written and verbal requests for information from the Village of Algonquin, Counties and utility agencies to support preliminary findings in Phase I.
- Request plans and documents for future improvements from Village and Kane County DOT.
- Maintain a hard copy and electronic data repository with access to all team members and Algonquin.

Following is a summary of data collection targets:

- Village of Algonquin
- IDOT
- Lake County DOT & SMC
- Kane County DOT & WR

Deliverables for this task are anticipated to include:

- A written summary of key issues, action items, and requests for data and follow up input from partners that arise during the kick-off meeting.

This task includes one coordination meeting with IDOT for project design coordination.

Efforts will include preparation of meeting agendas, exhibits and meeting minutes.

Chastain will be responsible for developing meeting summaries and follow-up correspondence to comments received through all coordination meetings.

Task 2 – Surveys

Efforts include topographic and boundary supplemental surveys to verify existing field conditions for design and plan preparation efforts.

Topographic Survey – supplemental topo survey work may be completed to add detail and better determine extent of impacts. Supplemental survey and field verification of underground utilities may be identified during the design progress.

- Coordination efforts are planned for ComEd, Nicor, AT&T, Village of Algonquin Public

Works and other private utilities to establish project impacts which may require field verification.

- Utility mapping – Based on continuing utility coordination, information provided by Village of Algonquin and private utility companies survey will be completed for all updated or new utility structures and buried locates that may be completed or identified by the private utility companies. Storm and sanitary sewer structures and water vaults will be field measured for accurate depth.
- Provide ongoing utility conflict coordination and relocation coordination to facilitate construction phase.
- Develop integrated base mapping of supplemental survey data incorporated with survey previously completed for the Boyer roadway project.

Boundary Survey – This effort will include any supplemental boundary surveys used to verify property ownership after receipt of title commitments. Survey will be limited to the Boyer Road corridor between County Line Road and Longmeadow Parkway.

Task deliverables will include:

1. Updated topographic base files in MicroStation format.

Task 3 – Environmental and Permit Coordination

Work covered as part of this task includes continued coordination and documentation of necessary permits and / or approvals to cross Huntley Road and modify the existing traffic signals. Work efforts will include continued coordination with IDOT for environmental coordination, and coordination with Kane County DOT for approval to access / crossing at the Longmeadow / Huntley intersection. Additionally, Chastain will provide supporting documents for wetland mitigation efforts.

Task deliverables will include:

1. Environmental coordination documentation.
2. Kane County access coordination documentation.

Task 4 – Final Design - Drainage Improvements

This task covers the preparation of final stormwater management design including storm sewer sizing, stormwater storage design and culvert replacement at the Woods Creek Crossing. It's anticipated the final design for storm water storage will be provided with in-line oversized storm sewer pipes.

Task deliverables will include:

1. Final stormwater management documents with detailed design analysis and outlet impact analysis.

Task 5 – Final Plans – Phase II

Efforts include preparation of final Plans, Specs and Estimates (PS&E) for bid. Documents will be prepared to meet the requirements for Algonquin and IDOT-BLR. Progress plans will be submitted for review to the Village at 30% 60%, 90% and Final stages, submittals to IDOT will include Pre-Final (90%) and Final (PS&E) documents only.

Plan preparation efforts will include updating and modification to plans previously prepared by Chastain as part of the Phase I preliminary design efforts. Specifications and project designs will be coordinated with IDOT and the Village to ensure the Village preferences are included in the project.

A listing of the anticipated plan content can be found in the attached man-hour fee breakdown.

Task 6 – Plat Preparation and Acquisition Services for Right of Way

Efforts include right-of-way (ROW) boundary updates based on supplemental surveys to establish final Boyer Road ROW limits. Work will include records review and title commitment research coordination with Village and Kane County for right-of-way and property records.

Our efforts for each of up to 5 parcels will include:

- Coordinate and secure title commitments for each of the potentially impacted properties.
- Review existing plats, legal descriptions and deeds for uniformity.
- Review appraisals for negotiation purposes.
- Prepare and send offer letters for 5 parcels based upon the appraisals and Village direction.
- Schedule and attend up to two (2) meetings for each landowner negotiation.
- Prepare, to IDOT satisfaction, the necessary Negotiator reports.
- Negotiate and acquire above parcels on behalf of the Village.
- To confer at any reasonable time when requested to do so by the Village Engineer.
- Provide support and documents to Dundee Township in support of establishing existing right-of-way limits.

Establish ROW limits and prepare ROW Plats for each parcel take. Efforts will include plat preparation for negotiations and final document recording. (Recording efforts by others)

Property assessments that require third party confirmation will be included in these services.

PROJECT SCHEDULE

The anticipated project schedule assumes an approval of professional services and notice to proceed being issued in late December of 2024.

Task	Anticipated Start Date	Anticipated End Date
Project Kick-Off Meeting	January 2025	
Data Collection	On Going	
Supplemental Surveys	January 2025	March 2025
IDOT Kick-Off Meeting	January 2025	
30% Improvement Plan	January 2025	February 2025
ROW Plats & Negotiations	February 2025	September 2025
60% Plan Preparation & Review	February 2025	March 2025
Prefinal Plan Submittal (IDOT-BLR)	March 2025	May 16, 2025
Final PS&E Prep & Submittal	May 2025	July 28, 2025

Person Hour & Cost Submittal

Project: Boyer Road Phase II Improvements

CA Proj No: 12-Dec-24
Date:

Directs / Reimbursables

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Task No.	Item Description	Sheet Count	Labor Code Budget		Professional V	Professional III	Professional II	Professional I	Survey Chief	Tech V	ADMIN	Unit Cost Item Direct Cost	Reimbursables			
			Cost	Hours									\$65.00 Vehicles (Days)	\$15.00 CADD (Hours)	\$800.00 Each	
1	Project Admin															
1.1	Project Start-Up		\$283.80	4	2	2										
1.2	Project Kick-Off Meeting		\$399.80	6	2	4										
1.3	Project Coordination Meetings w Client (Est. 4)		\$567.60	8	4	4										
1.4	Internal Project Coordination		\$1,827.90	30	6	12	6			6				6		
1.5	External Project Coordination (IDOT, KDOT & Regulatory)		\$799.60	12	4	8										
	Labor Subtotals (DL)		\$3,878.70	60	18	30	6	0	0	6	0		0	6	0	
	Labor Overhead (OH*DL)		\$7,183.35													
	In House Direct Cost (IHDC)		\$0.00									\$0.00				
	CPFF 14.5%[DL +R(DL)+1.4(DL)+IHDC] =		\$1,349.79									\$90.00				
	Reimbursables		\$90.00									\$90.00				
	Total Task		\$12,501.84									\$90.00	\$0.00	\$90.00	\$0.00	
2	Supplemental Surveys															
2.1	Supplemental Topo Survey		\$716.00	16			12	4						2		
2.2	Supplemental Boundary Survey		\$623.00	12			8		4					1		
2.3	Utility Measurements & Coordination		\$1,671.60	36	4		16	16						2		
2.4	Data Process, Existing Topo Base and Build DTM		\$371.00	8				4		4					4	
	Total Sheet Count	0														
	Labor Subtotals (DL)		\$3,381.60	72	4	0	36	24	4	4	0		5	4	0	
	Labor Overhead (OH*DL)		\$6,262.72													
	In House Direct Cost (IHDC)		\$325.00									\$325.00				
	CPFF 14.5%[DL +R(DL)+1.4(DL)+IHDC] =		\$1,223.92									\$60.00				
	Reimbursables		\$60.00									\$385.00	\$325.00	\$60.00	\$0.00	
	Total Task		\$11,253.25									\$385.00	\$325.00	\$60.00	\$0.00	
3	Environmental and Permit Coordination															
3.1	Wetland Mitigation Bank Support		\$259.00	6		2		4								
3.2	County Stormwater and Access Coordination		\$1,353.80	30	2	4	8	16								
3.3	SWPPP Plan Document		\$879.00	22		2	4	16								
	Total Sheet Count															
	Labor Subtotals (DL)		\$2,491.80	58	2	8	12	36	0	0	0		0	0	0	
	Labor Overhead (OH*DL)		\$4,614.81													
	In House Direct Cost (IHDC)		\$0.00									\$0.00				
	CPFF 14.5%[DL +R(DL)+1.4(DL)+IHDC] =		\$867.15									\$0.00				
	Reimbursables		\$0.00									\$0.00				
	Total Task		\$7,973.76									\$0.00	\$0.00	\$0.00	\$0.00	

Person Hour & Cost Submittal

Project: Boyer Road Phase II Improvements

CA Proj No: 12-Dec-24
 Date:

Directs / Reimbursables

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Task No.	Item Description	Sheet Count	Labor Code Budget		Professional V	Professional III	Professional II	Professional I	Survey Chief	Tech V	ADMIN	Unit Cost Item Direct Cost	Reimbursables				
			Cost	Hours									\$65.00 Vehicles (Days)	\$15.00 CADD (Hours)	\$800.00 Each		
4	Drainage Improvements																
4.1	Storm Sewer Sizing		\$1,067.80	22	2	4	8	8									
4.2	Stormwater Management Design (In-line storage)		\$784.00	18		2	8	8									
4.3	Prepare Stormwater Management Mitigation Plan		\$879.00	22		2	4	16							8		
Total Sheet Count																	
Labor Subtotals (DL)			\$2,730.80	62	2	8	20	32	0	0	0		0	8	0		
Labor Overhead (OH*DL)			\$5,057.44														
In House Direct Cost (IHDC)			\$0.00									\$0.00					
CPFF 14.5%[DL +R(DL)+1.4(DL)+IHDC] =			\$950.32									\$120.00					
Reimbursables			\$120.00									\$120.00					
Total Task			\$8,858.56									\$120.00	\$0.00	\$120.00	\$0.00		
5	Final Plans - Phase II																
Boyer Road Improvements - County Line to Longmeadow																	
5.1	Cover Sheet	1	\$185.50	4				2		2							
5.2	Typical sections, SOQ and General Notes	5	\$259.00	6		2		4							4		
5.3	Plan & Profile - Roadway & Path 5,200 ft @ 1"=20'	10	\$1,999.80	46	2	4		32		8					8		
5.4	Pavement Marking - Plan over Plan	5	\$402.00	10		2		8							8		
5.5	Landscaping & Restoration - Plan over Plan	5	\$402.00	10		2		8							8		
5.6	Cross Sections - (104 sec's)	26	\$6,245.80	126	2	8	16	40		60					100		
5.7	Drainage Calcs and Stormwater Mitigation Design		\$1,896.00	40		8	24	8									
5.8	Erosion Control Plan	5	\$1,546.00	36		4		24		8					32		
5.9	Calculate Quantities - estimate 100 pay items		\$2,002.00	44		4		24		16							
5.10	Highway Standards	8	\$344.00	6		2				4					4		
5.11	Special Provisions		\$1,645.80	34	2	8	16				8						
5.12	Construction Staging (MOT Plans - 2 Stages)	11	\$2,689.80	50	2	8	24			16					40		
5.13	QA/QC		\$1,462.80	20	12					8							
Total Sheet Count				76													
Labor Subtotals (DL)			\$21,080.50	432	20	52	80	150	0	122	8		0	204	0		
Labor Overhead (OH*DL)			\$39,041.09														
In House Direct Cost (IHDC)			\$0.00									\$0.00					
CPFF 14.5%[DL +R(DL)+1.4(DL)+IHDC] =			\$7,336.01									\$3,060.00					
Reimbursables			\$3,060.00									\$3,060.00					
Total Task			\$70,517.60									\$3,060.00	\$0.00	\$3,060.00	\$0.00		



Village of Algonquin

The Gem of the Fox River Valley

OPEN HOUSE

VILLAGE OF ALGONQUIN - BOYER ROAD CORRIDOR IMPROVEMENTS

June 26, 2024, 5PM to 7PM

Project Scope – Widening and resurfacing of Boyer Road, installation of new curb and gutter and closed drainage Longmeadow Parkway to the Village Limit and reconstruction from the Village Limit to County Line Road. Addition of a multi-use path along west side of Boyer Road providing connection between regional Longmeadow Trail and Woods Creek Trail. Replace concrete sidewalk along east side of Boyer Road, south property line of Calvary Chapel to County Line Road. Installation of new watermain from north of Longmeadow Parkway to County Line Road providing for improved water supply and water quality.

Purpose and Need - The primary purpose of the project is to provide a continuous, uniform cross section throughout the corridor. The improvement will replace a failing roadway base, provide improved rideability, safety and multi-modal access for all users.

Traffic Demand – 2018 Average Daily Traffic – 3,250
2050 Average Daily Traffic – 5,100 (CMAP
Regional Travel Demand Projection)

Existing Travel Lanes – One 11' to 12' lane in each direction with 1' to 2' gravel shoulder and open ditch south of Corporate Parkway and curb and gutter with closed drainage network north of Corporate Parkway.

Proposed Travel Lanes – One 12' lane in each direction with 12' painted median south of the Village limits and maintaining existing turn lanes within the Village limits.

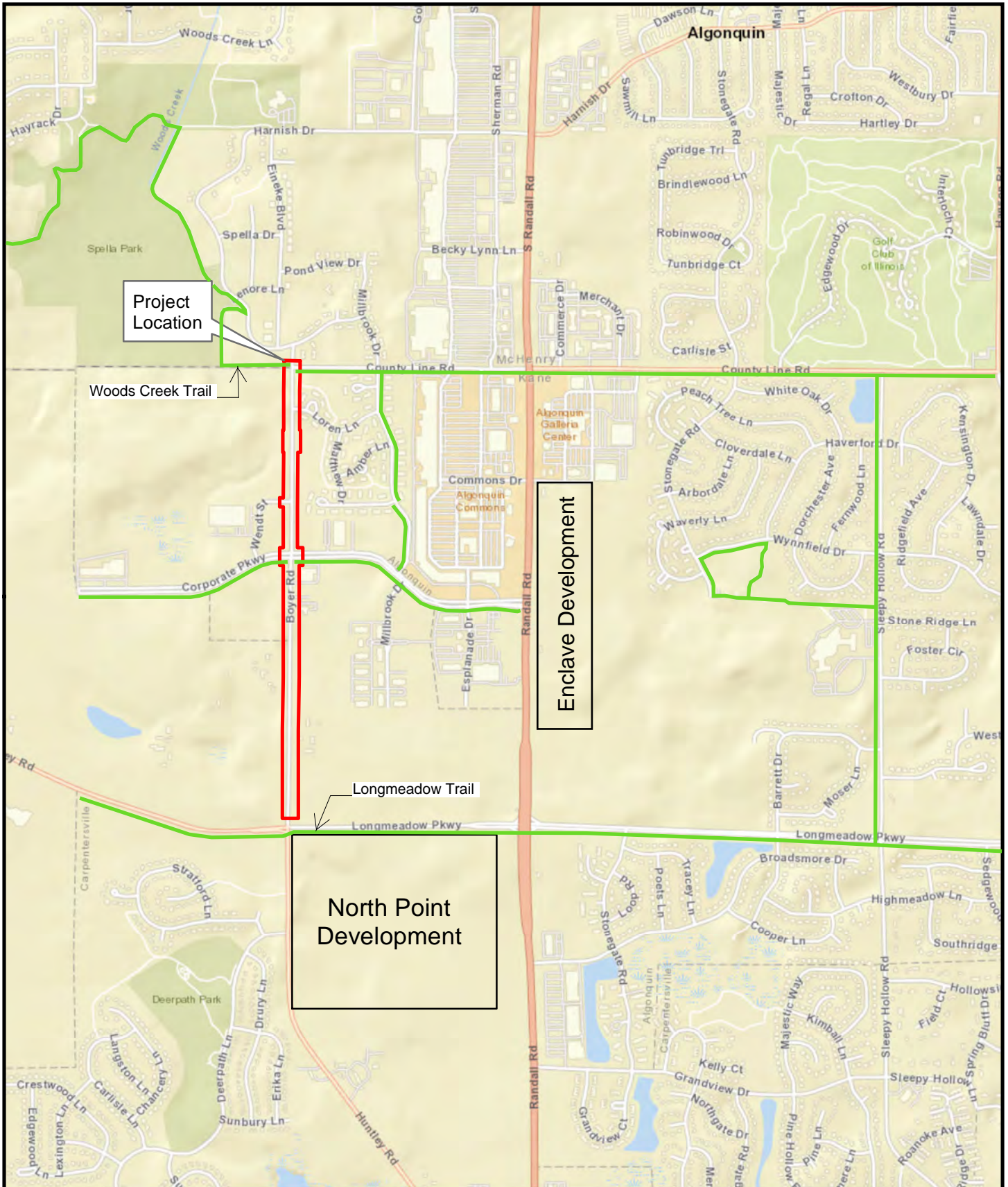
Project Schedule –

- Phase I - Plan Development – Current preliminary design and planning including Open House 2022 thru 9/2024
- Phase II - Detail Design and Plan Preparation – Preparation of final plans and specifications 9/2024 thru 9/2025
- Land Acquisition for roadway widening, multi-use path, and water main improvements – 9/2024 thru 9/2025
- Construction – Start of construction Winter / Spring 2026 with estimated construction completion late fall 2026

Funding – 60% Federal Surface Transportation Funds and 40% Local Funds (Village). The Village is seeking additional funding opportunities to help offset the local share of costs for this project.



Follow-up Questions or Comments
Contact: Steve Frerichs, Project Manager
Phone: (847) 287-6732
e-mail: sfrerichs@chastainengineers.com



Project Location

Woods Creek Trail

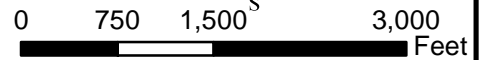
Enclave Development

Longmeadow Trail

North Point Development

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

Boyer Road
Section #: 22-00093-00-PV
Project Location Map
Algonquin, Illinois





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 17, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Bid Award for Construction with Dahme Mechanical Industries, Inc. for the Braewood Pump Station Rehabilitation and Proposal for Construction Oversight with Trotter and Associates, Inc.

The Braewood Lift Station is the Village’s largest lift station, serving nearly 20% of the Village, and is currently undersized to accommodate future development based on the 2022 assessment of the facility. Earlier this year, phase one was completed by replacing the 10-inch pressurized main with a 16-inch pressurized main to accommodate the lift station upgrade. Staff has developed a two-phase construction to upgrade the lift station and force main to avoid halting development.

This memo highlights phase two, which includes rehabilitation of the lift station. Major improvements to the lift station include

- Full replacement of the three existing sewage pumps (40 HP to 60 HP)
- Replacement of grinder equipment
- Replacement of interior and exterior piping, valves, & flow meter
- Replacement of odor control system
- Bypass pumping, HVAC, and electrical upgrades

Bids were advertised for Phase Two to rehabilitate the lift station last month and were opened on December 10th, 2024. The project received three bidders, with Dahme Mechanical Industries, Inc. (DMI) out of Arlington Heights providing the lowest bid, in the amount of \$1,338,888. The bid amount is within two percent of the engineer’s estimate and is acceptable to Village staff. This project will span two fiscal years. Funds are available and budgeted to start the project this fiscal year, and the remaining amount will be recommended for next year’s water and sewer budget.

DMI most recently worked on the Phase 6 Improvements to the Wastewater Treatment Plant over 15 years ago, but has over 50 years of professional contracting experience. Trotter & Associates has worked with DMI on several projects and finds their work of

very high quality with the proper experience to handle the upgrade to the lift station. Additionally, DMI is rated with an “A-plus” rating by the Better Business Bureau and is praised for professionalism, quick response times, and customer satisfaction.

To provide proper oversight of construction activities, staff has included a proposal from Trotter & Associates, Inc (TAI) for managing the construction of this project. TAI completed the design and has previously completed construction oversight on the Braewood Force Main Replacement (2024), Woods Creek Lift Station Upgrade (2022), and WWTP Phase 6B Improvements (2021). TAI’s proposal for construction oversight is a not-to-exceed amount of \$119,680, about 8.9% of the bid amount. This project will span two fiscal years. Sufficient funds are available this fiscal year out of the Water & Sewer Fund, and staff will recommend an appropriate amount next fiscal year to cover the remaining construction engineering costs.

Summary

1. Expansion of the lift station is required to accommodate future development along the Randall Road corridor and western expansion.
2. DMI is a reputable contractor, and sufficient funds are available this fiscal year and will be recommended next fiscal year to complete the project.
3. Trotter & Associates completed the design and is being proposed for construction oversight. The proposal is within the budgeted amount for FY 2024/25.
4. Staff is confident in TAI’s ability to manage the construction of this project and provide adequate oversight up to the Village’s standards on this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to award the bid of this project to Dahme Mechanical Industries, Inc. in the amount of \$1,338,888.00 for construction and move forward with the proposal with Trotter & Associates, Inc. in the amount of \$119,680 to the Village Board for approval.



December 10, 2024

Mr. Clifton Ganek, P.E.
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Subject: **Braewood Pump Station Rehabilitation Project**
Recommendation to Award

Dear Mr. Ganek,

The Village advertised the above referenced project in accordance with local, state, and federal guidelines on November 5, 2024. The Village received bids until 10:00 a.m. on Tuesday, December 10, 2024. Three bids were received for the project, which were immediately opened and read aloud. The following is a tabulation of the bids received:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Estimate</i>	\$ 1,317,690.00	-
Dahme Mechanical Industries, Inc.	\$ 1,338,888.00	-
Joseph J. Henderson & Son, Inc.	\$ 1,831,700.00	37%
Foundation Mechanics LLC	\$ 1,924,000.00	44%

Dahme Mechanical Industries, Inc. (DMI) of Arlington Heights, Illinois was the apparent low bidder with a bid amount of \$1,338,888.00. Trotter and Associates (TAI) has reviewed the bidding documents and required certifications and confirmed that Dahme Mechanical Industries, Inc. has provided a complete bid package.

DMI is a well-established mechanical contractor in the water and wastewater industry. Trotter and Associates (TAI) has previously worked with them on other projects including Wheaton Sanitary District's Waste Gas Flare in 2020 and Air Main Replacement in 2014. They have also been a subcontractor on several projects TAI has been involved with. TAI has found them to be a quality contractor with whom we are confident will provide a successful project to the Village of Algonquin. We feel that based on their experience and history DMI and their listed subcontractors are adequately qualified to complete this project. It is therefore our recommendation that the Village award the Braewood Pump Station Rehabilitation Project construction contract to Dahme Mechanical Industries, Inc. for \$1,338,888.00.

If you should have any questions or wish to discuss further, please contact me at your convenience.

Sincerely,

Jillian Kiss, P.E.
Project Manager

SECTION 00 42 13 - PROPOSAL FORM

To the President of the Village of Algonquin, Illinois:

PART 1 GENERAL

1.1 Proposal of (*Name and Address of Bidder*) Dahme Mechanical Industries, Inc. for the Village of Algonquin Braewood Pump Station Rehabilitation for the Village of Algonquin, Illinois.

1.2 The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "Village of Algonquin Braewood Pump Station Rehabilitation" and which cover the work described in Section 00 11 13 for the lump sum price of:

Lump Sum Price (in words) One million three hundred thirty eight thousand, eight hundred eighty eight Dollars and 00/100 Cents.

Lump Sum Price (in figures) \$ 1,338,888.00

1.3 In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s 1 through 2 (inclusive).

1.4 In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.

1.5 The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.

1.6 The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

1.7 The undersigned further agrees to execute a contract for this work and present the same to the OWNER within ten (10) days after the date of notice of the award of the contract to him.

- 1.8 The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 1.9 The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to substantial completion of the work within **Three Hundred Twenty (320) calendar days** and to final completion of the work within **Three Hundred Fifty (350) calendar days** after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the OWNER from the undersigned by reason of inconvenience to the OWNER added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of OWNER's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 1.10 Provisions for Liquidated Damages are set forth in the Agreement.
- 1.11 If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
- 1.12 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that in connection with the bid.
- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 1.13 Each person signing the bid shall certify that:
- A. He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above; or

- B. He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he or she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above.
- 1.14 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that wages paid in connection with the Project shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in SECTION 00 43 43 -WAGE RATES FORM will be exercised in the performance of any contract resulting from this Bid.

BID SECURITY

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses
of all members of the Firm)

(If a Corporation) Corporate Name Dahme Mechanical Industries, Inc. (SEAL)

Signature  _____
President

Attested by:  _____
Secretary

Business Address 610 S. Arthur Ave.
Arlington Heights, IL 60005



(Insert Names of Officers) President Kris Komorn

Secretary Nick Figenbaum

Treasurer Austin Cecelia



December 6, 2024

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

Re: Village of Algonquin
Braewood Lift Station Rehabilitation – Construction Engineering Services
Professional Services Agreement and Exhibits

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Braewood Pump Station Rehabilitation – Construction Services (hereinafter referred to as the “PROJECT”).

Project Understanding

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

Rapid development in both the Braewood Lift Station service area and the upstream Grand Reserve Lift Station service area poses a challenge, as the Braewood Lift Station is nearing its operational limit. To address this issue, TAI is currently providing design and bidding services for the necessary lift station upgrades. The project is divided into two phases: Phase 1 includes replacement of the Braewood Lift Station Force Main, and Phase 2 pertains to upgrades of the lift station. Phase 1 – Force Main construction was completed in November 2024.

The Village of Algonquin has requested construction engineering services for the second phase of improvements at the Braewood Lift Station.

The Braewood Lift Station Rehabilitation scope includes:

- A. Replacement of (3) existing raw sewage pumps and variable frequency drives;
- B. Replacement of existing in-channel grinder equipment;
- C. Replacement of interior and exterior lift station piping, valves and flow meter;
- D. Replacement of existing odor control equipment and air supply piping revisions;
- E. Relocation of existing backflow preventer and water meter;
- F. Removal and replacement of concrete slab with access hatch above grinder equipment;
- G. Bypass pumping;
- H. HVAC upgrades and electrical upgrades; and
- I. Restoration including HMA pavement, PCC curb, and landscape restoration.

Scope of Services

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

Construction Phase

- A. Receive bonds and certificates of insurance. Issue Notice of Award and Notice to Proceed. Issue construction plans and specifications.
- B. Hold on-site progress meetings during construction activity, prepare agendas and minutes for each meeting.
- C. Provide construction administration and project management throughout the project duration.
- D. Provide part-time field engineering services (resident engineer) during the project duration.
- E. Provide weekly reports to staff on status of construction, hours spent on site, progress made over the previous week (estimated 15 reports).
- F. Review and approve Shop Drawings for conformance with the Contract Documents and compatibility with the design concept (estimated 30 submittals).
- G. Review and approve O&M Manuals for conformance with the Contract Documents and as-built conditions (estimated 6 manuals).
- H. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work (estimated 6 RFI's).
- I. Prepare and Issue CMRs and Change Orders (estimated 6 CMRs and 4 Change Orders).
- J. Review and recommend Contractor's payment requests. Includes review of waivers, and certified payroll (estimated 6 PR's).
- K. Attend equipment start-ups.
- L. Perform punchlist inspections following Substantial Completion. Update and reissue punchlist periodically until final completion.
- M. Prepare and furnish to the Village Record Drawings showing appropriate record based on Project annotated record documents received from Contractor.

Compensation

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

Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 20 hours per week. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.

The total compensation for services will not exceed \$ 119,680.

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

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges.

Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.

Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as percentage of Direct Labor Costs. Fixed fee is the lump sum amount paid to ENGINEER by OWNER as margin or profit and will only be adjusted by an amendment to this agreement.

Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

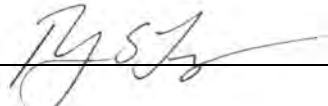
CLIENT:

ENGINEER:

Village of Algonquin

Trotter and Associates, Inc.:

By: _____


By: Robert Scott Trotter, PE, BCEE

Title: _____

Title: President

Effective Date: _____

Date Signed: December 5, 2024

Address for giving notices:
110 Mitchard Way
Algonquin, Illinois 60102

Address for giving notices:
40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative:

Designated Representative:

Clifton Ganek

Jillian Kiss

Title: Village Engineer

Title: Project Manager

Phone Number: 847-658-2700 x4410

Phone Number: 630-587-0470

E-Mail Address: cliftonganek@algonquin.org

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 10, 2024

TO: Tim Schlonger, Village Manager
Michael Kumbera, Deputy Village Manager/CFO
Nadim Badran, Public Works Director

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Ganek Municipal Center HVAC Controls

The control system and software for the control of the HVAC system at the GMC, Public Works and Water Plant#3 are obsolete and experiencing issues that make it very difficult to control temperatures in the buildings. Staff is recommending the replacement of the control systems hardware and software to an updateable system.

Staff requested quotes from multiple companies that do this type of work. Staff requested quotes for three buildings GMC, Public Works and, Water Treatment Plant #3 that will include supervisory software the allows remote access to all 3 building. This will allow for a single login to access to any of the three buildings and allow for adjustments remotely. To accomplish the seamless automation one company will have to be awarded all three buildings.

Two companies responded with quotes. Building Automation Systems and Stanton Mechanical. Both are reputable companies with good recommendations.

- Building Automation price for all three buildings \$377,720
- Stanton Mechanical price for all three buildings \$358,790

Staff recommends moving forward with Stanton Mechanical to complete this project. Staff also recommends moving forward with the controls at the GMC this fiscal year. The total to upgrade the GMC is \$146,500. The current year project will be funded by cash reserves from the General Fund (line-item #01900100-45590). The other two buildings will be budgeted and completed in Fiscal Year 25/26.



STANTON MECHANICAL

2301 Estes Ave
Elk Grove Village, IL 60007
www.stantonmechanical.com

Cell: (847) 815-6747
E-mail: jlapish@stantonmechanical.com

An Authorized KMC, JCI, Control's Contractor

Wednesday, October 16,
2024

Customer: Algonquin Village Hall

Attn: Mike Reif

Project: Building HVAC automation system

Stanton Mechanical is pleased to propose removal and upgrade of the dated building control system. Stanton proposes the installation of a KMC open protocol-based controller network. We will install an OPEN, non-proprietary, web-based system. You will have the latest N4 Tridium Niagara based front end which will completely remove your dependency on JAVA with its modern HTML5 design language. Your system will be capable of trending to fine tune the system, real time monitoring and alarming for critical issues, central time control and scheduling, and a completely custom web-based graphics interface. We will provide 3D floor plans, full as-built drawings and integrate the site into the Optional central KMC supervisor.

Base Proposal

Jace 8000 series Front End (KMC Jace 9000 series with 100 Device license)

- Open platform- Business owner or contractor has full access to controls and passwords.
- The KMC JACE has an open NICS statement and can host other vendor toolsets.
- Open Protocol- ASHREA recommended BACnet- Stanton proposes an open protocol so the system can be easily added to with non-proprietary devices in the future.
- Jace 9000 series- the latest in technology hardware
- HTML5- We install the latest in technology Niagara 4 systems to remove your dependency on JAVA and run on the more modern UX framework and design language.
- Create the following new display pages for this location on the KMC Enterprise Server
 - New hierarchy for location.
 - New alarm service for location.
 - New history service for location.
 - New home page for location with links to all controlled equipment.
 - Floor plans for 1st & 2nd floor, sensor locations, space temperatures and links to controlled equipment with customer provided floorplans.
 - Display view for AHU summary page as required.
 - Display view for Boiler Plant summary page as required.
 - Display views for duct heaters, cabinet heaters, unit heaters and exhaust fans as applicable.
 - Status screen to display all controlled equipment. (quick view w/links)
 - Device Health displays.
 - AHU schedules screen.
 - Runtime and Maintenance screens.
 - Provide links for sequences and control drawings.
 - Set up email service for above location and add recipients for alarm services.
- Setup users and privileges.
- Provide 2, four-hour training sessions, along with voice over training videos.
 - One session during the heating season.
 - One session during the cooling season.

DIRECT DIGITAL CONTROLS – PNEUMATICS – DESIGN BUILD - RETRO-FIT



❖ Central Plant

- Install new panel in the boiler room to operate boilers and Chiller with AHU scheduling and building night stats for unoccupied operation.
- Install new temperature sensors in existing wells.
- Install BAC-5901CE Controller with Can 5901 extension modules.
- Control both hot water and chilled water pumps.
- Control hot water and chilled water systems.
- Install new auto manual switch on boilers.
- Install new outside air/humidity sensor.
- Install BACnet router in boiler room Panel.
- Provide custom graphics for complete control of systems.

❖ Ahu 1

- Install new Advanced application controller in new control panel enclosure, Install all needed transformers, relays, terminal blocks, wire mold etc.
- Fan start stop shall be in series with all existing safeties.
- Configure fan status relays.
- Install new manual reset low limit devices. coverage to be every 12" of coil surface.
- Install new Supply temperature sensor. (Probe)
- Install new mixed air temp sensor. (Averaging)
- Install new return air sensor. (Probe)
- Install new static pressure Sensor.
- Provide custom graphics for complete control of systems.

❖ Ahu 2

- Install new Advanced application controller in new control panel enclosure, Install all needed transformers, relays, terminal blocks, wire mold etc.
- Fan start stop shall be in series with all existing safeties.
- Configure fan status relays.
- Install new manual reset low limit devices. coverage to be every 12" of coil surface.
- Install new Supply temperature sensor. (Probe)
- Install new mixed air temp sensor. (Averaging)
- Install new return air sensor. (Probe)
- Install new static pressure Sensor.
- Provide custom graphics for complete control of systems.

❖ Vav's

- Install 40 VAV controllers and discharge air Temp sensors.
- Install new 9000 series digital wall sensor with occupancy control and Temperature adjustment.
- Install new BACnet Network cabling.
- Add two temperature sensors in attic space (N/E And S/W corners) to monitor attic temperature and alarm if temps are critically low.
- Add temperature monitoring and alarms for computer Server room.
- Provide programming and test operation of newly installed controllers.
- Provide custom graphics for complete control of systems.

Controls, Parts, and Engineering:

Our total cost of this job is.....\$146,500.00

Controls, Parts, and Engineering:

Proposal and pricing are subject to change from the date issued.

Notes:

1. This Proposal was prepared based off the best information available. If additional equipment is discovered during the installation that is not in this proposal, it can be added for an additional fee, separate from this proposal.

Exclusions:

NOT INCLUDED (unless specifically noted above):

- ✓ Items not specifically listed herein
- ✓ Premium time, permits and fees
- ✓ Upgrades of previously installed equipment
- ✓ No third-party integration
- ✓ Personal computers, printers, and modems
- ✓ Dedicated phone line, LAN, or internet connection (must be static IP address)
- ✓ Installation of dampers, valves, wells, or accessories
- ✓ Labor and material for air and water testing and balancing
- ✓ Air flow measuring stations and/or devices
- ✓ Piping, air distribution systems, solenoids, sheet metal, louvers, diffusers, registers, and grilles
- ✓ Mechanical equipment start-up, installation and accessories supplied with equipment
- ✓ Dampers, including back draft dampers, volume dampers, fire/smoke dampers, etc.
- ✓ Variable frequency drives, smoke detectors, starters, power transformers, disconnects
- ✓ Fire / life safety work
- ✓ Electrical wiring of other manufacturers supplied equipment.
- ✓ Interfacing into fire alarm system, non-KMC control system/controllers, security system
- ✓ Rigging, carting, painting, and patching
- ✓ Any drywall cutting or replacement
- ✓ Any provision for working with existing asbestos
- ✓ Repair, replacement, demolition, verification or guarantee of existing control devices

This quote reflects the pricing for a basic control package as stated within the scope of work provided, please read carefully. Upgrades to the system are available at an additional cost and can be quoted as needed on a line-by-line basis. Please feel free to call us regarding the options that are available.

Proposal and pricing subject to change from date issued.

Installation Notes and Term and Conditions:

Our warranty applies to all material and labor furnished by us and is valid for one year.

Equipment is covered by manufacturer's warranty.

We reserve the right to revise or withdraw this quotation if not accepted within 30 days.

All debris to resulting from our work will be removed from the premises, excluding asbestos and/or any hazardous material.

All work is to be performed during normal hours.

We thank you for the opportunity of submitting this quotation and hope to be of service to you.

Thank you,

Joe Lapish

