

AGENDA
COMMITTEE OF THE WHOLE
August 13, 2019
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Sosine – Chairperson
Trustee Steigert
Trustee Jasper
Trustee Brehmer
Trustee Glogowski
Trustee Spella
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
4. **General Administration**
 - A. Consider Certain Furniture and Vehicles as Surplus
 - B. Consider an Amendment to the 2018-2019 Fiscal Year Annual Budget
 - C. Consider a Resolution Supporting the Open Source and Land Development Grant (Stoney Brook Park)
5. **Public Works & Safety**
 - A. Consider an Agreement with Christopher Burke Engineering for a Survey Analysis to Define the Work Necessary for the Establishment of the Proper Right of Way on N. River Road
 - B. Consider an Agreement with Christopher Burke Engineering for a Drainage Study to Determine Corrective Action for Area Near Terrace Hill Golf Course
 - C. Consider an Agreement with Abbey Paving for the Construction of Kelliher Park Parking Lot
 - D. Consider an Agreement with HR Green for Construction Oversight Services for the Kelliher Park Parking Lot
 - E. Consider an Agreement with Christopher Burke Engineering for Spectrum Development Construction Oversight Services
 - F. Consider an Agreement with Trotter Associates Inc. for the Downtown Streetscape Stage 2 Wet Utilities Construction Oversight Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

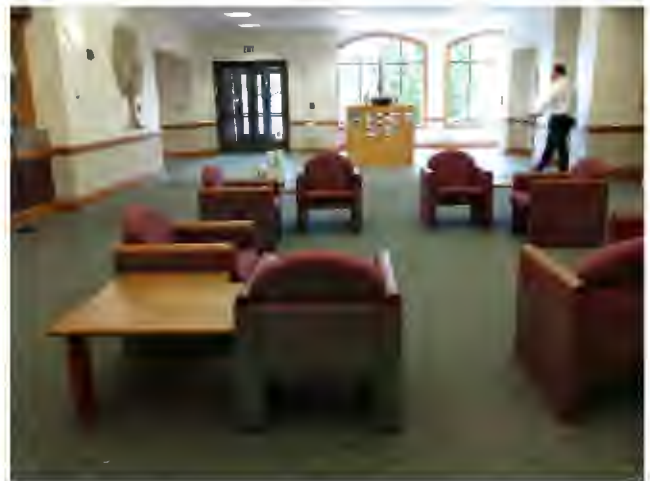
- M E M O R A N D U M -

DATE: July 16, 2019
TO: Tim Schloneger
FROM: Michelle Weber
SUBJECT: Lobby Furniture Surplus

The furniture located in the Ganek Municipal Center lobby over the years has become unsightly and discolored (see photos below). In the 2019-2020 budget, it was approved to update the furniture in the lobby area. We were able to find suitable replacement furniture under budget. After conferring with the other departments, it was decided that the furniture is not needed or practical for other departments and to surplus the furniture.

It is recommended that the Committee of the Whole take the necessary action to move this decision on to the full Board of Trustees for approval.

Thank you.





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: 07/15/2019

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles To Be Deemed Surplus

The following vehicles will be turned over to Enterprise and replaced as part of the lease agreement.

Unit #: 101
Year: 2004
Make: Hyundai
Model: Sonata
ID/VIN: KMHWF25H24A985092
Description: Will be replaced with Hyundai Sonata Hybrid

Unit #: 201
Year: 2009
Make: Dodge
Model: Charger
ID/VIN: 2B3KA43D29H557806
Description: Will be replaced with Hyundai Sonata Hybrid

Unit #: 400
Year: 2008
Make: Ford
Model: Escape Hybrid
ID/VIN: 1FMCU59H68KA99717
Description: Will be replaced with Hyundai Sonata Hybrid

Unit #: 802
Year: 2006

Make: Dodge
Model: Caravan
ID/VIN: 1D4GP24E36B736510
Description: Will be replaced with Dodge Caravan

Unit #: 801 and 801spl
Year: 2015
Make: Ford
Model: F-350
ID/VIN: 1FTRF3B62FEA88487
Description: will be replaced with Ford F-250 with plow.

Unit #: 814 and 814spl
Year: 2008
Make: Ford
Model: F-350
ID/VIN: 1FTWX31R78EE57276
Description: will be replaced with Ford F-250 with plow.

Unit #: 953 and 953spl
Year: 2015
Make: Ford
Model: F-350
ID/VIN: 1FT8X3B6XFEB95697
Description: will be replaced with Ford F-250 with plow.

We recommend that the Committee of the Whole take the necessary action to move this decision on to the full Board of Trustees for approval. Thank you.



VILLAGE OF ALGONQUIN MEMORANDUM

To: *Tim Schloneger, Village Manager*

From: *Susan Skillman, Comptroller*

Date: *July 26, 2019*

Re: *Budget Amendment – Fiscal Year Ending April 30, 2019*

Village department heads submitted requests to increase their budget for Fiscal Year Ending April 30, 2019, that requires approval by the Village Board. Budget Ordinance No. 2018–O–09 created spending authority for Fiscal Year Ending April 30, 2019. Illinois statutes allow the Village Board to delete, add to, or change the budget by a vote of two-thirds of the corporate authorities then holding office.

Exhibit A summarizes the budget revisions to the various line items made during fiscal year ending April 30, 2019. Spending for these revisions has caused the original fund budgets to be exceeded. Budget amendments for these increases to budgeted expenditures are justified under Illinois statutes as follows: budget increases for expenditures may be made due to the use of Fund Balance (cash reserves) that existed at the beginning of the fiscal year. The preliminary change in fund balance (Revenues over Expenditures) in the General Fund indicates an increase of \$274,297 at April 30, 2019.

The amendment requires the two-thirds approval of the Village Board. A draft budget amendment ordinance with Exhibit A is also attached. The changes, which are shown on Exhibit A, are explained as follows:

General Fund: The expenditure budget for professional services for the police department vehicles & equipment increased \$27,297. A new squad purchase was required to replace one that was involved in an accident. The village received insurance proceeds of \$27,297 in FY 2018 to cover this expense. The offset for this increase was from fund balance in the general fund.

Economic development increased \$10,000 for the village's portion of matching funds for the Chicago Metropolitan Agency for Planning Local Technical Assistance Grant – Algonquin-Cary Subarea Plan. The offset for this increase was from fund balance in the general fund.

In General Services-Public Works, there was an increase of \$180,000 in professional services. Additional funds were required for downtown snowplowing over the budgeted amount. Materials increased \$57,000, as additional salt purchases were necessary as the allotment for MFT salt purchases was met during the year. The offset for these increases was from fund balance in the general fund.

Motor Fuel Tax Fund: The expenditure budget for maintenance-curb & sidewalk increased \$250,000 in the motor fuel tax fund as additional sidewalk repairs were made over the budgeted amount. The offset for this increase is the restricted fund balance in MFT cash reserves.

Street Improvement Fund: The expenditure budget for land acquisition increased \$455,000 in the street improvement fund. The various land acquisitions were related to the downtown improvement projects. The offset for this increase is in cash reserves in the beginning fund balance.

Water & Sewer Improvement Fund: Engineering expenditures increased \$84,000 relating to the downtown utilities Stage 1 improvements. Stage 1 water main improvements increased \$500,000. This project was budgeted in FY 2018, but not completed. The offset for this increase is in cash reserves in the beginning fund balance.

Capital Improvements expenditures relating to the downtown utilities Stage 1C improvements increased \$500,000 for wastewater collection, and \$500,000 for water main improvements. These projects were not budgeted in FY 2019, but were started early due to changes in scheduling of the downtown projects. The offset for these increases is in cash reserves in the beginning fund balance.

Development Fund: The expenditure budget for snow removal increased \$40,000 due to additional funds needed for cul de sac snowplowing. The offset for this increase was from fund balance in the development fund.

Village Construction Fund: The expenditure budget for maintenance – outsourced building increased \$7,575, as funds were needed for foam installation in the ceiling at Ganek Municipal Center for temperature control. The offset for this increase was from fund balance in the development fund.

Recommendation: Forward the draft ordinance with Exhibit A to the Village Board for consideration at the Committee of the Whole Board Meeting to amend the budget for Fiscal Year Ending April 30, 2019.

ORDINANCE NO. 2019-O-

AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2018-2019

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.

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-0-82, "An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code," and subsequently passed Ordinance 2018-O-09 "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2018–2019"; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget "may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;" and

WHEREAS, since the passage of Ordinance 2018-O-09 the President and Board of Trustees have found it necessary to amend Ordinance 2018-O-09.

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: That Ordinance 2018-O-09, "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2018–2019," shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

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

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

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

VOTING AYE:

VOTING NAY:

ABSTAIN:

ABSENT:

APPROVED:

John C. Schmitt, Village President

ATTEST: _____
Gerald S. Kautz, Village Clerk

Passed:

Approved:

PUBLISHED IN PAMPHLET FORM:

**Village of Algonquin
Budget Amendments for the Year Ending 4/30/2019
Fund Balance Offset**

Exhibit A
As of 4/30/19

General Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
01200200 43335	Vehicles & Equipment (Non-Capital)	\$ 176,000	\$ 203,297	\$ 27,297
01300100 47710	Economic Development	\$ 4,000	\$ 14,000	\$ 10,000
01500300 42234	Professional Services	\$ 372,900	\$ 552,900	\$ 180,000
01500300 43309	Materials	\$ 18,050	\$ 75,050	\$ 57,000
		\$ 570,950	\$ 845,247	\$ 274,297

MFT Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
03900300 44427	Maint - Curb & Sidewalk	\$ 240,000	\$ 490,000	\$ 250,000
		\$ 240,000	\$ 490,000	\$ 250,000

Street Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
04900300 45595	Land Acquisition	\$ -	\$ 455,000	\$ 455,000
		\$ -	\$ 455,000	\$ 455,000

Water & Sewer Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
12900400 42232 W1741	Engineering	\$ 100,000	\$ 184,000	\$ 84,000
12900400 45526 W1991	Wastewater Collection	\$ -	\$ 500,000	\$ 500,000
12900400 45565 W1911	Water Main	\$ -	\$ 500,000	\$ 500,000
12900400 45565 W1912	Water Main	\$ 480,000	\$ 980,000	\$ 500,000
		\$ 580,000	\$ 2,164,000	\$ 1,584,000

Development Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
16230300 42264	Snow Removal	\$ 30,000	\$ 70,000	\$ 40,000
		\$ 30,000	\$ 70,000	\$ 40,000

Village Construction Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
24900300 44445	Maint - Outsourced Building	\$ -	\$ 7,575	\$ 7,575
		\$ -	\$ 7,575	\$ 7,575

Total - All Funds:

Revenues	\$ -
Expenditures	\$ 2,610,872

Recap of Revisions:

<u>Fund:</u>	<u>Revenues Increase/(Decrease)</u>	<u>Expenditures Increase/(Decrease)</u>
General	\$ -	\$ 274,297
MFT	\$ -	\$ 250,000
Street Improvement	\$ -	\$ 455,000
Park Improvement	\$ -	\$ -
Water & Sewer Operating	\$ -	\$ -
Water & Sewer Improvement	\$ -	\$ 1,584,000
Development	\$ -	\$ 40,000
Village Construction	\$ -	\$ 7,575
Police Pension	\$ -	\$ -
Total	\$ -	\$ 2,610,872



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: 08/07/2019
TO: Tim Schloneger, Village Manager
FROM: *Matthew Bajor, Management Intern*
SUBJECT: IDNR Grant Application – Stoneybrook Park Development Project

The Village is currently working with Christopher Burke Engineering and Metro Strategies, Inc. to submit an application for project funding through the Open Space and Land Development (OSLAD) Program, which is offered by the Illinois Department of Natural Resources (IDNR) to local agencies for development of acquired open space and recreation areas. The funds sought from the grant program will be used for the development of Stoneybrook Park.

At this time, the total cost for the Stoneybrook Park Development Project has been evaluated at \$936,230.00. The OSLAD grant will provide funding of up to \$400,000.00, which would cover approximately 42.7% of the total project costs. The remainder of the costs would be covered by matching funds from the Village in the amount of \$536,230.00.

It is recommended that the resolution for the grant application be approved, as the grant provides an excellent opportunity to secure additional funding for the Stoneybrook Park Development Project and increase the organization's capacity to provide quality services to residents and visitors.

c: Michael Kumbera, Assistant Village Manager
Katie Gock, Recreation Superintendent
Robert Mitchard, Public Works Director
Steve Ludwig, General Services Superintendent

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Village of Algonquin

Project Title: Stoneybrook Park Development Project

The Village of Algonquin (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Village of Algonquin (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Village of Algonquin (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of Algonquin (Sponsor) on the _____ day of _____ (month), _____ (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 16, 2019

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Bob Mitchard, Public Works Director

SUBJECT: Master Agreement Work Order for N. River Road Right of Way Survey

Attached, you will find a Master Agreement Work Order Form from Christopher B. Burke Engineering for a survey analysis to define the work necessary for the eventual establishment of a proper ROW on N. River Road, from Algonquin Road (Route 62) to the Village limit to the northeast.

The road will be under design soon to correct failures to the driving surface and underground utilities that currently exist. Much of the road exists in prescriptive easement due to being grandfathered in as an existing travelled way across private properties. The Village is not the owner of the entire roadway, and much of it is believed to be under private ownership, so this makes any improvements to the road or any associated infrastructure extremely difficult, and often contentious.

In order to find a plausible solution and prepare for any future road improvements, we are proposing to do a full land and property survey of the area, and produce an exhibit that shows centerline of the road and all adjacent properties. This will provide a course of action forward to acquire all necessary and proper ROW to maintain N. River Road into the future.

This was an unbudgeted item, but when we contracted to do emergency repairs this spring, it became blatantly obvious that this work would be absolutely necessary moving forward in order to build a proper and safe road way and accommodate any sundry infrastructure needed to drain the road and better serve the residents residing along the roadway. We intend to pay for this engineering and survey work through the emergency monies budgeted for patching N. River Road. The patching came in at \$60,000.00 under the budget of \$300,000.00.

We recommend that the Committee of the Whole move this project forward to the full Board of Trustees for approval of the agreement with CBBEL for \$51,924.00. Thanks for the continued support!

Consulting Engineering
Master Agreement Work Order Form

I. INCORPORATION OF MASTER AGREEMENT

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

II. PROJECT UNDERSTANDING

A. General Understanding/Assumptions

CBBEL understands that the Village of Algonquin is looking to solidify the actual right-of-way alignment along North River Road and would like to clear up the present confusion of ownership, maintenance, and allowable improvements along North River Road. CBBEL also understands that the project limits for this portion of North River Road is between IL Route 62 on the South and the corporate limits of the Village of Algonquin on the North. There are currently 81 parcels adjacent to this right-of-way (ROW) with most along the east side with a few along the west between the Fox River Shoreline and the North River Road ROW. The length of the improvement is approximately 7,600 LF.

It is also assumed the Village will:

- Provide letter to notify property owners that survey crews will be on their land to conduct a survey in accordance with the project requirements.
- Provide copies of any previous survey plats for the subject parcels that the Village may have acquired through permitting, easements, etc.

III. SCOPE OF SERVICES

A. Survey

1. Existing Conditions Survey
 - a. The centerline of the existing roadway.
 - b. The road edge or back of curb.
 - c. All visible private utility lines (above and below grade).
 - i. Electric, Phone, Cable & Gas.
 - d. All visible public utilities.
 - i. Sanitary, Storm, Water.
2. Right-of-Way Exhibit
Produce an Exhibit that shows the existing right-of-way. The exhibit shall show each parcels limits adjacent to the ROW.

MAN-HOURS & FEE SUMMARY

A. Survey

Task A.1 Existing Conditions Survey

Survey I	132 hrs x \$67/hr	=	\$8,844
Survey II	132 hrs x \$86/hr		\$11,352
Survey III	18 hrs x \$110/hr		\$1,980
Survey V	12 hrs x \$150/hr		\$1,800
CAD Manager	48 hrs x \$121/hr		<u>\$5,808</u>
			\$29,784

Task A.2 Right-of-Way Exhibit

Survey I	72 hrs x \$67/hr	=	\$4,824
Survey II	72 hrs x \$86/hr		\$6,192
Survey III	12 hrs x \$110/hr		\$1,320
Survey IV	60 hrs x \$115/hr		\$6,900
CAD Manager	24 hrs x \$121/hr		<u>\$2,904</u>
			\$22,140

Total \$51,924

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: Executive Vice President _____

Date: 6/26/19 _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal	210
Engineer VI.....	184
Engineer V	150
Engineer IV.....	121
Engineer III.....	112
Engineer I/II.....	91
Survey V	150
Survey IV.....	115
Survey III.....	110
Survey II	86
Survey I.....	67
Resource Planner V	102
Resource Planner IV	97
Resource Planner III	88
Resource Planner II.....	80
Engineering Technician IV.....	115
Engineering Technician III.....	95
Engineering Technician I/II.....	87
CAD Manager.....	121
Assistant CAD Manager	115
CAD II	112
CAD I.....	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II.....	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54
Landscape Architect	121



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 16, 2019

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Bob Mitchard, Public Works Director

SUBJECT: Master Agreement Work Order for Terrace Hill Golf Course Drainage Study

Attached, you will find a Master Agreement Work Order Form from Christopher B. Burke Engineering for a drainage study to determine corrective action for the ongoing flooding issues in the rear and side yards of homes close to the intersection of Bunker Hill Drive and Clover Drive. During heavy rains the rear yard of 5 to 6 homes are inundated with floodwaters that remain for extended periods after the storm.

The area was part of a Letter of Map Revision in the early 1990s that allowed construction of single-family homes in a FEMA floodway through various engineering methods. The drainage system in the Terrace Hill Golf Course is very odd and defies logic and current design standards by combining increasing and decreasing pipe sizes, and pipes that enter and leave a series of ponds through the golf course at various elevations that seem to exacerbate the problems of flooding upstream.

In order to find a plausible solution and prepare for any future development of the golf course as an alternate use, we are proposing to do a full topographic survey of the area, a complete hydrologic and hydraulic analysis of the system, and create a technical memorandum of solutions to be constructed in the next fiscal cycle.

We had budgeted \$15,000.00 for this study, but we expanded the scope of the project both upstream and downstream of the study area in order to make certain that no issues are missed with the future project and the cost rose for the study to \$23,298.00. We should have sufficient funds in the Terrace Hill Rehab project to cover the overage, as the Terrace Hill project will only be addressing the box culvert bridge construction and minor storm sewer work this fiscal year.

We recommend that the Committee of the Whole move this project forward to the full Board of Trustees for approval. Thanks for the continued support!

Consulting Engineering

Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

CBBEL understands that the Village of Algonquin would like to expand the previously completed drainage evaluation of the southwest corner of the Terrace Hill Golf Course (Golf Course) near Bunker Hill Drive and Clover Drive. It is our understanding that the Golf Course and the rear yards in the southwest corner of the golf course have reoccurring flood issue as this area is poorly drained. The purpose of the analysis will be to determine the cause for poor drainage (based on new information) and provide a conceptual solution for both the short- and long-term scenarios. This analysis will also analyze the merits of storing stormwater in the upstream stormwater management facilities (west of Clover Drive and south of Bunker Hill Drive) prior to entering the rear yard drainage system along the Golf Course.

B. Design Criteria
Village Standards

III. Scope of Services

A. Supplemental Surveying Services

CBBEL will perform a limited supplemental survey of the main drainage structures of the storm sewer system along Clover Drive, Bunker Hill Drive as well as the storm sewer system along the rear yards of these two drives. CBBEL will also verify drainage structure locations and details along the Golf Course drainage way extending northeasterly to Fairway View Drive. The survey will also include the stormwater detention area west of Clover Drive (between Tenby Lane and White Hall Road) as well as the main drainage structures associated with the storage facility and wetland complex south of Bunker Hill Drive.

Task 1 – Topographic Survey of Project

The survey will be used with the McHenry County 2-foot aerial topographic mapping as input for the hydrologic and hydraulic modeling. Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone, 2007 Adjustment); CBBEL will establish recoverable primary control.

2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. Full supplemental topographic survey of existing detention area bounded by Tenby Lane, Clover Drive and Whitehall Lane. A total of 3.5 ± acres of topographic survey will be performed related to the above referenced site.
4. Full Topographic Survey of the attached survey limits to include Storm structure/culvert details. CBBEL will verify locations and invert details for selected manholes, drainage structures, and the cross-road culvert overtopping at Bunker Hill Drive, etc. which fall within the project limits.
5. Office calculations and plotting of field and record data.
6. Office contouring of field data and one-foot contour intervals.
7. Drafting of an Existing Conditions Plan at a scale of 1"=20'.

Note: *Supplemental Topographic Survey Horizontal/Vertical Datum, provided by client, cannot be verified.

B. Engineering Services

Task 1 – Hydrologic and Hydraulic Analysis

CBBEL will update the previously developed XP-SWMM analysis of the drainage area for Bunker Hill Drive and Clover Drive to include upstream storage areas and main drainage structure. CBBEL will review all available as-built and historical design plans for the area to include into the analysis.

The hydrologic model will utilize Bulletin 70 rainfall data and Huff rainfall distributions. The hydrologic portion of the analysis will quantify the volume and flowrate of runoff in response to simulated design storm events along the rear yards adjacent to the Golf Course. The hydraulic portion of the XP-SWMM analysis will utilize the survey data collected in the previous task for the storm sewer network. The McHenry County 2-foot aerial topographic mapping as well as site specific survey will be used to quantify storage and overtopping elevations. The depressional storage area in the southwest corner of the Golf Course will be explicitly modeled to determine the stormwater storage capacity under existing conditions as well as to simulate proposed conditions scenarios to reduce ponding. The hydrologic and hydraulic analysis will be used to verify that the proposed conditions will not have adverse upstream or downstream impacts. This includes an analysis of the upstream storage areas to increase storage utilized in these facilities. Up to 2 proposed conditions scenarios will be analyzed.

Task 2 – Technical Memorandum

CBBEL will prepare a technical memorandum with narrative, modeling results and exhibits. The permitting requirements for each proposed scenario will be identified.

C. Meetings/Coordination

As required.

D. Deliverables

Summary memorandum.

IV. Man-Hour & Fee Summary

A. Survey Services

Topographic Survey of Project

Survey I	30 hrs x \$67/hr	=	\$2,010
Survey II	30 hrs x \$86/hr	=	\$2,580
Survey III	8 hrs x \$110/hr	=	\$880
Survey V	4 hr x \$150/hr	=	\$600
CAD Manager	12 hrs x \$121/hr	=	<u>\$1,452</u>
			\$7,522

B. Engineering Services

Hydrologic and Hydraulic Modeling

Engineer V	12 hrs x \$150/hr	=	\$1,800
Engineer IV	20 hrs x \$121/hr	=	\$2,420
Engineer III	40 hrs x \$112/hr	=	<u>\$4,480</u>
			\$8,700

Summary Technical Memorandum

Engineer V	8 hrs x \$150/hr	=	\$1,200
Engineer IV	16 hrs x \$121/hr	=	\$1,936
Engineer III	20 hrs x \$112/hr	=	<u>\$2,240</u>
			\$5,376

C. Meetings/Coordination

Engineer V	8 hrs x \$150/hr	=	<u>\$1,200</u>
			\$1,200
	Subtotal		\$22,798
	Direct Costs		<u>\$ 500</u>
	Not-to-Exceed Fee	=	\$23,298

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: 

Title: Executive Vice President

Date: June 25, 2019

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal	210
Engineer VI	184
Engineer V	150
Engineer IV	121
Engineer III	112
Engineer I/II	91
Survey V	150
Survey IV	115
Survey III	110
Survey II	86
Survey I	67
Resource Planner V	102
Resource Planner IV	97
Resource Planner III	88
Resource Planner II	80
Engineering Technician IV	115
Engineering Technician III	95
Engineering Technician I/II	87
CAD Manager	121
Assistant CAD Manager	115
CAD II	112
CAD I	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54
Landscape Architect	121



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 8, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Contract Approval - Kelliher Park Parking Lot*

Please see the attached memo from HR Green regarding their analysis of the bids received for the above project. Being the design engineer on the project, they were able to confirm pricing with the contractor and that all aspects of the construction can be performed adequately. The engineer's estimate of probable cost, compiled by HR Green on 3/21/2019, was \$463,498.70. The low bidder price came in at \$465,232.59. Therefore, the low bid pricing is commensurate with the design intent. Money for this project was passed as part of the 2019–2020 FY budget in account 06900300-45593, Park Improvement Fund, in the amount of \$500,000.00.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a construction contract with Abbey Paving Co. Inc for Kelliher Park Parking Lot to in the amount of \$465,232.59.



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

August 7, 2019

Mr. Robert Mitchard
Village of Algonquin
Director of Public Works
110 Meyer Drive
Algonquin, Illinois 60102

RE: Kelliher Park Parking Lot Improvements
Recommendation for Award
Project No. VoA16-04-11B

Dear Mr. Mitchard:

The Village of Algonquin received six (6) bid proposals for the construction of the Kelliher Park Parking Lot Improvements at the bid opening on August 6, 2019. The improvements consist of new parking lot pavement, sidewalks, lighting, drainage work and a signed flashing pedestrian crossing of Square Barn Road.

The six (6) bids ranged in price from a low bid of \$465,232.59 submitted by Abbey Paving & Sealcoating, Inc. to a high bid of \$629,381.57 submitted by A Lamp Concrete Contractors Inc., and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find Abbey Paving & Sealcoating, Inc. to be the lowest qualified bidder.

HR Green recommends award of the contract to Abbey Paving & Sealcoating, Inc., in the amount of \$465,232.59. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$463,498.70.

As with all unit price contracts, the final project amount will be determined after completion of the work. Please call if you have any questions.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink that reads "Akram Chaudhry".

Akram Chaudhry, P.E.
Vice President

JJS/

Enclosure

cc: Mr. Jeff Strzalka, HR Green, Inc.
Ms. Michelle Zimmerman, Village of Algonquin

VILLAGE OF ALGONQUIN

BID PROPOSAL (LINE ITEM)

FOR

KELLIHER PARK PARKING LOT EXPANSION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	22	\$71.95	\$1,582.90
2	TEMPORARY FENCE	FOOT	35.0	\$5.24	\$183.40
3	EARTH EXCAVATION (WIDENING)	CU YD	2,045	\$25.64	\$52,433.80
4	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1,170	\$10.21	\$11,945.70
5	SEEDING, CLASS 1A	ACRE	0.25	\$3,175.71	\$793.93
6	NITROGEN FERTILIZER NUTRIENT	POUND	30	\$3.40	\$102.00
7	PHOSPHORUS FERTILIZER NUTRIENT	POUND	30	\$3.40	\$102.00
8	POTASSIUM FERTILIZER NUTRIENT	POUND	30	\$3.40	\$102.00
9	TEMPORARY EROSION CONTROL BLANKET, NETLESS	SQ YD	1,170	\$1.27	\$1,485.90
10	TEMPORARY EROSION CONTROL SEEDING	POUND	40	\$11.33	\$453.20
11	PERIMETER EROSION BARRIER	FOOT	665.0	\$3.15	\$2,094.75
12	INLET FILTERS	EACH	13	\$78.64	\$1,022.32
13	STONE RIP RAP, CLASS A2	SQ YD	100	\$40.89	\$4,089.00
14	FILTER FABRIC	SQ YD	100	\$2.12	\$212.00
15	AGGREGATE SUBGRADE REMOVAL & REPLACEMENT 12"	SQ YD	185	\$30.59	\$5,659.15
16	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	508	\$2.69	\$1,366.52
17	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	88	\$5.38	\$473.44
18	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	376	\$8.07	\$3,034.32

VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
19	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	1,225	\$16.15	\$19,783.75
20	PREPARATION OF BASE	SQ YD	265	\$5.19	\$1,375.35
21	BITUMINOUS MATERIALS (PRIME COAT)	POUND	3,320	\$0.54	\$1,792.80
22	BITUMINOUS MATERIALS (TACK COAT)	POUND	737	\$0.54	\$397.98
23	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	155	\$78.64	\$12,189.20
24	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	440	\$82.67	\$36,374.80
25	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	90	\$9.93	\$893.70
26	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	4,570.0	\$6.54	\$29,887.80
27	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	690.0	\$9.93	\$6,851.70
28	DETECTABLE WARNINGS	SQ FT	90.0	\$34.01	\$3,060.90
29	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	270	\$3.08	\$831.60
30	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2,220	\$5.96	\$13,231.20
31	DRIVEWAY PAVEMENT REMOVAL	SQ YD	255	\$4.90	\$1,249.50
32	COMBINATION CURB AND GUTTER REMOVAL	FOOT	845.0	\$3.94	\$3,329.30
33	SIDEWALK REMOVAL	SQ FT	2,240.0	\$0.74	\$1,657.60
34	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	85.0	\$38.11	\$3,239.35
35	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	20.0	\$36.10	\$722.00
36	END SECTIONS 12" (ADS)	EACH	1	\$1,404.72	\$1,404.72
37	FIRE HYDRANTS TO BE ADJUSTED	EACH	1	\$1,591.03	\$1,591.03
38	PIPE DRAINS 4"	FOOT	5.0	\$20.16	\$100.80
39	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	75	\$24.98	\$1,873.50

VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
40	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$3,012.69	\$3,012.69
41	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED/OPEN LID	EACH	2	\$2,236.76	\$4,473.52
42	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	\$1,575.15	\$1,575.15
43	MANHOLES TO BE ADJUSTED	EACH	1	\$1,029.99	\$1,029.99
44	VALVE VAULTS TO BE ADJUSTED	EACH	1	\$1,098.80	\$1,098.80
45	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,423.0	\$23.18	\$32,985.14
46	MOBILIZATION	L SUM	1	\$34,988.83	\$34,988.83
47	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$5,212.20	\$5,212.20
48	CHANGEABLE MESSAGE SIGN	CAL MO	6	\$1,323.21	\$7,939.26
49	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,470	\$2.06	\$3,028.20
50	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	60.0	\$3.10	\$186.00
51	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	75.0	\$6.21	\$465.75
52	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10.0	\$6.35	\$63.50
53	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,675.0	\$0.59	\$988.25
54	TREE, GINKGO BILOBA AUTUMN GOLD (AUTUMN GOLD GINKGO), 2-1/2" CALIPER BALLED AND BURLAPPED	EACH	1	\$529.29	\$529.29
55	TREE, PLATANUS X ACERIFOLIA MORTON CIRCLE (EXCLAMATION! LONDON PLANETREE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$529.29	\$1,587.87
56	TREE, CORNUS MAS (CORNELIAN CHERRY DOG WOOD), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	4	\$529.29	\$2,117.16
57	SHRUB, RHUS AROMATICA GRO-LOW (GRO-LOW FRAGRANT SUMAC), 18" WIDTH, BALLED AND BURLAPPED	EACH	6	\$79.39	\$476.34

VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
58	EVERGREEN, JUNIPERUS CHINENSIS VAR. SARGENTII VIVIDIS (GREEN SARGENT JUNIPER), 2' WIDTH, BALLED AND BURLAPPED	EACH	6	\$529.29	\$3,175.74
59	PERENNIAL PLANTS, BULB TYPE	UNIT	1	\$476.36	\$476.36
60	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	UNIT	3	\$388.14	\$1,164.42
61	SHREDDED BARK MULCH 3"	SQ YD	430	\$0.74	\$318.20
62	CONNECTION TO EXISTING SEWER	EACH	2	\$2,094.91	\$4,189.82
63	WASHOUT BASIN	EACH	1	\$499.04	\$499.04
64	TRIAXIAL GEOGRID REINFORCEMENT, TYPE I	SQ YD	1,274	\$1.73	\$2,204.02
65	PLANTING SOIL MIX FURNISH AND PLACE, 18"	SQ YD	475	\$4.12	\$1,957.00
66	EXPLORATION TRENCH, SPECIAL	FOOT	100.0	\$26.21	\$2,621.00
67	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	4.0	\$1,063.86	\$4,255.44
68	SOLAR POWERED FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	2	\$8,319.30	\$16,638.60
69	DISPOSAL OF SURPLUS MATERIAL (CCDD)	L SUM	1	\$13,854.32	\$13,854.32
70	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	170	\$2.97	\$504.90
71	STORM MANHOLE REHABILITATION	EACH	8	\$1,465.06	\$11,720.48
72	DRAIN BASIN, NYLOPLAST, 2' DIA., OPEN GRATE	EACH	2	\$2,046.22	\$4,092.44
73	INLINE DRAIN BASIN, NYLOPLAST, 30" DIA., DOME GRATE	EACH	1	\$3,461.53	\$3,461.53
74	RETROFIT LED LUMINAIRE - HOLOPHANE	EACH	3	\$2,046.22	\$6,138.66

VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
75	LIGHT POLE WITH LED LUMINAIRE (STERNBERG ACORN A850 - 12' POLE, 13.5' MH)	EACH	4	\$4,941.41	\$19,765.64
76	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	44.0	\$150.32	\$6,614.08
77	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	125.0	\$8.60	\$1,075.00
78	UNIT DUCT, 600V, 3-1C NO. 2 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLY	FOOT	900.0	\$19.22	\$17,298.00
79	HANDHOLE	EACH	1	\$508.11	\$508.11
80	ELECTRIC CABLE IN CONDUIT, 3-2/C NO. 6 GROUND, (XLP-TYPE USE)	FOOT	100	\$11.90	\$1,190.00
81	ROD AND CLEAN EXISTING CONDUIT	FOOT	35.0	\$19.42	\$679.70
82	REMOVE EXISTING CABLE FROM CONDUIT	FOOT	50.0	\$7.41	\$370.50
83	SUPPLEMENTAL WATERING	UNIT	8	\$1,058.57	\$8,468.56
84	CONCRETE FLUME	EACH	2	\$629.09	\$1,258.18
	GRAND TOTAL			\$465,232.59	

Written Out Grand Total:

Four hundred sixty-five thousand two hundred thirty-two dollars and fifty-nine cents

Contractor: Abbey Paving & Sealcoating Co., Inc

Signature: _____



Date: 8/2/19

Title: President

VILLAGE OF ALGONQUIN

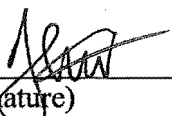
BID CERTIFICATION
FOR
KELLIHER PARK PARKING LOT EXPANSION

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

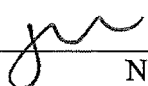
John Gillian _____, being duly sworn, deposes and say that he/she is the
President _____ of Abbey Paving & Sealcoating Co., Inc _____ and that the statement above is true and
correct.

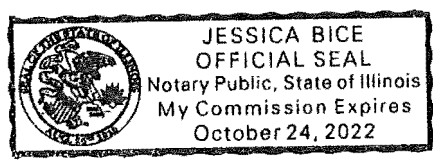
Dated this 6th Day of August, 2019.

By: 
(Signature)

Its: President _____
(Title)

Subscribed and sworn before me this 5th day of August, 2019


Notary Public



Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Abbey Paving and Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
300 South Riverside Plaza, Ste. 2100
Chicago, IL 60606
Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Kelliher Park Parking Lot Expansion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2019


(Witness)

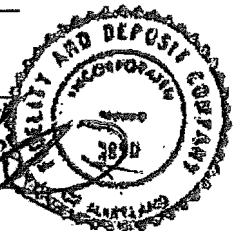

(Witness) Diane Rubright

Abbey Paving and Sealcoating Co., Inc.
(Principal) (Seal)

By: 
(Title) John Gillian President

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: 
(Title) Jennifer J. McComb Attorney-in-Fact



Bond Number Bid Bond

Obligee: Village of Algonquin

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jennifer J. McComb, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

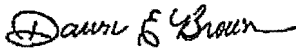
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of April, A.D. 2017.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Michael P. Bond*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of January, 2019.



A handwritten signature in cursive script that reads "Michael C. Fay".

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

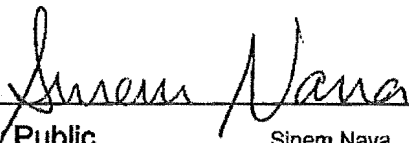
Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims

State of Illinois
County of DuPage

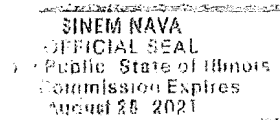
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Fidelity and Deposit
Company of Maryland who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 25th day of January, 2019.



Notary Public Sinem Nava
My Commission expires: August 28, 2021



VILLAGE OF ALGONQUIN

BID SECURITY
FOR
KELLIHER PARK PARKING LOT EXPANSION

LEFT BLANK INTENTIONALLY

ORIGINAL BID BOND TO BE LOOSE WITHIN BID ENVELOPE

STAPLE A COPY OF BID BOND IN THIS LOCATION

VILLAGE OF ALGONQUIN

BID PERFORMANCE REFERENCES **KELLIHER PARK PARKING LOT EXPANSION**

SEE ATTACHED

Company Name: _____
Address: _____
City & State: _____
Telephone Number: _____
Contact Person: _____
Title/Position: _____
Contact Email: _____

Company Name: _____
Address: _____
City & State: _____
Telephone Number: _____
Contact Person: _____
Title/Position: _____
Contact Email: _____

Company Name: _____
Address: _____
City & State: _____
Telephone Number: _____
Contact Person: _____
Title/Position: _____
Contact Email: _____

VILLAGE OF ALGONQUIN
NON-COLLUSION CERTIFICATION
FOR
KELLIHER PARK PARKING LOT EXPANSION

By Submission of this proposal, the Bidder John Gillian certifies,
Name of Bidder

That (s)he is President of Abbey Paving & Sealcoating Co., Inc and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, 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;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

VILLAGE OF ALGONQUIN

BID ADDENDA NOTICE
FOR
KELLIHER PARK PARKING LOT EXPANSION

LEFT BLANK INTENTIONALLY

INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING

NONE

VILLAGE OF ALGONQUIN

NON-CONFLICT OF INTEREST STATEMENT

FOR

KELLIHER PARK PARKING LOT EXPANSION

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Bidder, or to a direct competitor of any Bidder under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Bid's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the Bidders is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: John Gillian
(Print)


(Signature)

Title: President

Date: 8/6/19

Department/Agency _____

Phone: (630) 585-7220
FAX: (630) 585-7216

ABBHEY

PAVING CO. INC.

Providing Quality Construction Since 1983

1949 County Line Road • Aurora, IL 60502

August 6, 2019

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

RE: Kelliher Park Parking Lot Expansion
Company Profile

To Whom It May Concern:

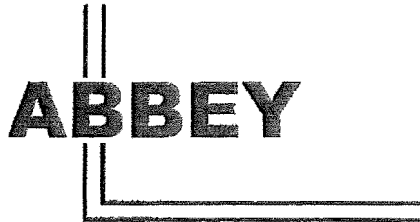
Over the past 30 years Abbey Paving has become a leader in the site construction industry. Serving the Chicago Metropolitan Area, our customers include top general contractors and developers, public institutions and private industrial and retail centers. Through emphasis on core values and key areas we have been able to rapidly grow from a small, single focused contractor to a large corporation currently employing over one hundred people and capable of projects ranging from simple lot resurfacing to complex site developments valued in the tens of millions.

Throughout our history we have tried to achieve premier status with our customers by offering solutions to specific problems in a professional manner. These solutions include value engineering, increase and decrease in scope and the ability to fill unforeseen labor needs with highly trained manpower when needed to achieve on time project completion. We take great pride in our flexible approach to site construction.

We have a long standing history with several colleges in the Chicagoland area. We are just as proud of the strong relationships we have built in the Education community as the eye-catching work we have produced. Included are several references that showcase our completed Higher Education projects.

Thank you for the opportunity to bid this project.

John Gillian
Vice President



1949 County Line Road • Aurora, IL 60502
630.585.7220 • f: 630.585.7218

2019 Municipality References

City of Batavia

Batavia Eastside Community Center

Jim Eby
Director of Capital Projects
(630) 879-5235 ext. 2001

City of Rolling Meadows

West Meadows Ice Arena

Brian McKenna
Park Superintendent
(847) 344-4761

Village of Calrendon Hills

Fire Department Improvements

Andrew Bourke
Project Manager
(847) 823-0500

McHenry County

McHenry County Parking Lot

Tom Burroughs
Director of Facilities
(815) 334-4155

Village of Homewood

MSC Facility

Maximilian Massi
Village Engineer
(708) 206-2909

Village of Lake Zurich

Lake Zurich Public Works

Mike Brown
Director of Public Works
(847) 540-1696

Elk Grove Village

Fire Station #8

Andy Jones
President, MTI Construction
(847) 742-7200

City of Rolling Meadows

Fire Station #15

Perry Wegman
Senior Project Manager
(630) 338-3973



1949 County Line Road • Aurora, IL 60502
630.585.7220 • f: 630.585.7216

2019 Park District References

Batavia Park District

Eastside Community Center
\$633,542 - Complete Summer 2019

Batavia Park District
Jim Eby, CPRP
Director of Capital Projects
(630) 879-5235 ext. 2011

Rolling Meadows Park District

West Meadows Ice Arena
\$536,900 - Completed Fal 2018

Rolling Meadows Park District
Brian McKenna
Park Superintendent
(847) 344-4761

Glencoe Park District

Takiff Center
\$419,740 - Complete Spring 2019

Glencoe Park District
Chris Leiner
Director of Parks & Maintenance
(847) 835-4648

Northfield Park District

Northfield Community Center Parking Lot
\$112,482 - Completed Winter 2018

Northfield Park District
Bill Byron
Superintendent of Parks and Recreation
(847) 446-4428

Fox Valley Park District

Vaughan Athletic Center
\$146,943 - Completed Spring 2016

Fox Valley Park District
Greg Stevens
Senior Park Planner
(630) 897-0516

Woodridge Park District

Village Greens Parking Lot
\$151,407 - Completed Fall 2016

Woodridge Park District
Michael Adams
Executive Director
(630) 353-3300

Woodridge Park District

Athletic Recreation Center
\$212,593 - Completed Fall 2016

Woodridge Park District
Michael Adams
Executive Director
(630) 353-3300

Fox Valley Park District

Eola Community Center
\$140,910 - Completed Summer 2015

Fox Valley Park District
Greg Stevens
Senior Park Planner
(630) 897-0516

Document A310™ 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Abbey Paving and Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
300 South Riverside Plaza, Ste. 2100
Chicago, IL 60606
Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Kelliher Park Parking Lot Expansion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2019

Mary J. Cuyper
(Witness)

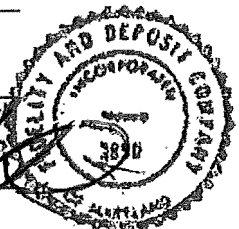
Diane Rubright
(Witness) Diane Rubright

Abbey Paving and Sealcoating Co., Inc.
(Principal) (Seal)

By: John Gillian
(Title) John Gillian President

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: Jennifer J. McComb
(Title) Jennifer J. McComb Attorney-in-Fact



Bond Number Bid Bond

Obligee: Village of Algonquin

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jennifer J. McComb, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of April, A.D. 2017.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Michael P. Bond*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of January, 2019 .



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims

State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Fidelity and Deposit
Company of Maryland who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 25th day of January, 2019.

Sinem Nava
Notary Public Sinem Nava
My Commission expires: August 28, 2021

SINEM NAVA
OFFICIAL SEAL
Notary Public, State of Illinois
Commission Expires
August 28, 2021



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 8, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Management Services – Kelliher Park Parking Lot*

Attached you will find a proposal from HR Green Engineering for construction management services in the amount of \$31,995.39 for the Kelliher Park Parking Lot project. Construction management services for this project were passed as part of the 2019–2020 FY budget in account 06900300-42232, Park Improvement Fund, in the amount of \$35,000.00. Construction for this project involves the hot mix asphalt pavement lot expansion, existing parking lot resurfacing, sidewalk and bike path replacement, storm sewer installation, lighting and landscaping.

HR Green was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings. HR Green has been working with the Village for over 5 years now and they have successfully designed and managed similar projects.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Kelliher Park Parking Lot to HR Green, Inc. for \$31,995.39.



PROFESSIONAL SERVICES AGREEMENT

For

**Village of Algonquin
Kelliher Parking Lot
Construction Engineering Services**

Robert Mitchard
Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
(847) 658.2700

Todd Destree, P.E., CPESC – Senior Construction Project Manager
HR Green, Inc.
420 N. Front Street
McHenry, Illinois 60050

August 7, 2019



PROFESSIONAL SERVICES AGREEMENT

For

**Village of Algonquin
Kelliher Parking Lot
Construction Engineering Services**

Robert Mitchard
Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
(847) 658.2700

Todd Destree, P.E., CPESC – Senior Construction Project Manager
HR Green, Inc.
420 N. Front Street
McHenry, Illinois 60050

August 7, 2019

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between the Village of Algonquin (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

HR Green will provide Construction Engineering Service for the expansion and surfacing of the Kelliher Parking Lot. In addition to the expansion of the parking lot and the resurfacing of the existing parking lot, construction work will include sidewalk and path enhancements, storm sewer installation, pavement markings, lighting, a pedestrian crossing of Square Barn Road and landscaping.

2.0 Scope of Services

HR Green, Inc. anticipates this project to begin August 2019 and will be completed by November 15, 2019. The man-hours provided for construction observation were based upon providing the Village with part time construction observation services. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The CLIENT agrees to employ COMPANY to perform the following services:

A. Start Up

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

HR Green will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the Village prior to the start of construction.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work.

HR Green anticipates a Construction Technician will be onsite for approximately eight (8) hours to complete the above noted coordination and construction preparation. A total of a total of eight (8) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete erosion and sedimentation control inspections, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the Village of Algonquin. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the Village informed as to the progress of construction.



A total of two hundred and seventy (270) hours have been allotted for daily field construction observation for this project.

C. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted six (6) hours for the Senior Project Manager and administrative support for the project.

D. Meetings

HR Green will attend the preconstruction meeting at the Village with the contractor and subcontractors and one construction progress meeting. HR Green anticipates there will be on-site construction progress meeting during the project. A total of five (5) hours have been allotted for the Senior Construction Project Manager to attend the preconstruction meeting, attend the construction progress meeting and complete the agenda and meeting minutes for the pre-construction and construction progress meeting. Additionally, HR Green has allotted four (4) hours for the Construction Engineer to attend both the preconstruction and

construction progress meetings. A total of nine (9) hours have been allotted for meeting related tasks.

E. Project Close Out

HR Green anticipates approximately ten (10) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order.

F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

3.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- Construction Layout

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 Services by Others

Rubino Engineering will provide Quality Assurance testing for hot mix asphalt and concrete materials for this project.



5.0 Client Responsibilities

None.

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY hourly rates current at the time the Agreement is signed. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt within 30 days.

6.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY time and material not to exceed in the amount of \$31,995.39. See Exhibit A for detailed cost breakdown.

7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.



7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

7.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY'S services under this Agreement are



being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall be provided to the CLIENT upon request. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and



expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.



7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.



7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.27 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, P.E., CPESC
Senior Construction
Project Manager

Approved by:

Printed/Typed Name: Akram Chaudhry, P.E. _____

Title: Vice President _____ Date: August 7, 2019 _____

Village of Algonquin

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Exhibit A - Construction Engineering Summary

Route: Kelliher Parking Lot
 Local Agency: Village of Algonquin
 (Municipality)
 Section No.: _____
 Project: _____
 Job No.: _____

*Firm's approved rates on file with IDOT's Bureau of Accounting & Auditing:	
Overhead Rate (OH)	<u>169.41%</u>
Complexity Factor (R)	<u>0.00</u>
Completion Date	<u>11/15/2019</u>

Cost Plus Fixed Fee Methods of Compensation:	
Fixed Fee 1	<input checked="" type="checkbox"/> 14.5% [DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	<input type="checkbox"/> 14.5% [(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>
Lump Sum	<input type="checkbox"/>

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Start Up		8	\$30.78	\$246.24	\$417.16			\$96.19	\$759.59
Construction Observation		270	\$30.78	\$8,310.60	\$14,078.99			\$3,246.49	\$25,636.08
Administration	(See Exhibit C)	6	\$56.92	\$341.52	\$578.57			\$133.41	\$1,053.50
Meetings		9	\$52.56	\$473.04	\$801.38	\$1,500.00	\$556.80	\$265.53	\$3,596.74
Project Close Out		10	\$30.78	\$307.80	\$521.44			\$120.24	\$949.48
		0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
		0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
Totals		303		\$9,679.20	\$16,397.53	\$1,500.00	\$556.80	\$3,861.86	\$31,995.39

Exhibit B - Construction Engineering

Average Hourly Project Rates

Route: Kelliher Parking Lot
 Local Agency: Village of Algonquin
 County: McHenry
 Job No.: _____
 PTB/Item: _____

Consultant: HR Green, Inc.

Date: 08/07/19

Sheet 1 OF 1

Payroll Classification	Average Payroll Rates	Total Project Rates			Project Start Up			Construction Observation			Administration			Meetings			Project Close Out		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	\$70.00																		
Senior Construction Proj Man.	\$70.00	9	2.97%	2.08							4	66.67%	46.67	5	55.56%	38.89			
Construction Engineer II	\$38.19																		
Construction Engineer I	\$27.69																		
Construction Engineer III	\$50.64																		
Construction Technician I	\$30.78	294	97.03%	26.87	8	100.00%	30.78	270	100.00%	30.78	2	33.33%	10.26	4	44.44%	13.68	10	100.00%	30.78
Construction Technician II	\$36.53																		
Construction Technician III	\$43.17																		
Administrative Manager	\$38.88																		
TOTALS		303	100%	\$28.94	8	100%	\$30.78	270	100%	\$30.78	6	100%	\$56.92	9	100%	\$52.56	10	100%	\$30.78

**Exhibit C - Construction Engineering
Direct Costs**

Project Start Up

In-House Direct Costs

Mileage

2 days x 30 miles/day \$0.580 per mile = \$34.80

Sub-Total \$34.80

Construction Observation

In-House Direct Costs

Vehicle Use

30 days x 30 miles/day \$0.580 per mile = \$522.00

Sub-Total \$522.00

Total Mileage Direct Cost \$556.80

Services by Others - Geotechnical Subconsultant

\$1,500.00

Sub-Total \$1,500.00

Total Services by Others \$1,500.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 5, 2019

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Bob Mitchard, Public Works Director

SUBJECT: Recommendation on Spectrum Development Construction Oversight RFP

On July 8, 2019 The Village issued a Request for Proposals (RFP) to five (5) Engineering firms for the Inspection Services of Off-site improvements for the Spectrum Development. The RFP is attached.

Two of the five firms indicated they did not have sufficient resources/staff to perform these tasks and declined to submit. (See letter from Strand Associates and email from EEI attached).

The remaining three firms provided the following cost proposal:

- V3 Companies, Ltd. - \$152,743.00
- Christopher B. Burke Engineering Ltd. (CBBEL) - \$180,603.00
- Chastain & Associates LLC - \$215,513.00

We were required to request assistance from our Village Engineer (CBBEL) to help address workload related to this project. The individual being proposed for this task is the same person that was named in CBBEL's proposal for the Spectrum Inspection Services RFP.

We recommend acceptance of the Proposal for the Spectrum Services with CBBEL for the following reasons:

- A. The estimated number of hours (estimated by Village staff) is 1,200 hours.
- B. The 1,200 hours was anticipated to be "part-time" inspection, with additional services provided upon request of the developer and their contractors. The Developer pays these fees.
- C. PW staff estimated 20-30 hours per week of work required to address workload due to available resources.

- D. We believe that the Village and the Developer can realize significant savings due to the efficiency of having this individual in Algonquin essentially “full time” but not having to travel to and from the Spectrum site for inspections.
- E. This would allow 10-20 hours per week of Inspection time as needed or requested.

The flexibility for the workload and inspection and the savings that would be realized by this arrangement are a benefit to the Village and the Developer.

We request that the Committee of the Whole provide the necessary action to move this recommendation to the full Board of Trustees for approval of the CBBEL Proposal for these services in an amount not to exceed \$180,603.00.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

INFRASTRUCTURE CONSTRUCTION
INSPECTION SERVICES REQUEST
FOR PROPOSAL

Due Date: Monday, July 22nd, 2019

Spectrum Offsite Improvements

Project # CD2017-02

VILLAGE OF ALGONQUIN

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VILLAGE OF ALGONQUIN

NOTICE TO CONSULTANTS

FOR
SPECTRUM OFFSITE IMPROVEMENTS

Infrastructure Construction Inspection Services

Observation, Reporting/Documenting, & Material Testing

Pre-Proposal Meeting: None

Submittals: Preferred Method: Email Proposals as One (1) PDF format
Also Acceptable: Hard Copies Two (2) paper and one (1) PDF copy

Due Date: 4:00 PM CST – MONDAY, JULY 22ND, 2019
PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE PROPOSER.

Addressed To: Robert Mitchard II
Director of Public Works

Mailing Address: Village of Algonquin
Public Works Department
Attn: Project Manager
110 Meyer Drive
Algonquin, IL 60102

Official Address: Village of Algonquin
William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

Mark Envelope: “PROPOSAL – CONSTRUCTION SERVICES FOR SPECTRUM OFFSITE IMPROVEMENTS CD2017-02”

Scope Areas: Field observation and material testing as outlined indicated

Issuance Date: Monday, July 8, 2019

Payment Type: Not to Exceed Maximum (based on hourly rates of assigned staff)

Payor: As indicated below

	Village of Algonquin
	IDOT / Village of Algonquin
X	Private Developer Escrow

VILLAGE OF ALGONQUIN

REQUEST FOR PROPOSAL

SPECTRUM OFFSITE IMPROVEMENTS

Proposal Instructions

Instructions for Filling Forms, Format, & Submitting:

1. The Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. Proposals may be either: emailed (PDF format only), standard mailed, or hand-delivered. If the proposal is sent by standard mail, please allow extra time for delivery before the deadline. If proposal is sent via standard mail or hand delivered then one (1) paper copies of the proposal are required to be submitted to Village along with one (1) electronic copy of the proposal provided as a .pdf on CD or Flash Drive. Proposals received after the deadline will be returned to the applicant. (Note: No faxed proposals will be accepted.)
3. Both the technical and price proposals must contain the signature of a duly authorized officer or agent of the respondent's company empowered with the right to contractually bind the respondent.
4. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be sealed and resubmitted according to the above instructions prior to the proposal submission deadline.
5. The total submittal should not be more than 10 pages, with material on two sides.
6. To be considered, each firm must submit a response to this RFP using the format provided herein. No other distribution of proposals is to be made by the applicant. The proposal must be signed in ink by an official authorized to bind to the applicant to its provisions. Each proposal must remain valid for at least 60 days from the due date of this RFP. The proposal format shall be as follows:
 - a. **Font Size:** The font size for text pages shall be no smaller than 10 point. The overall proposal presentation must be legible. Illegible proposals will not be considered.

VILLAGE OF ALGONQUIN

- b. **Proposal Presentation:** Proposals must be tabbed. Tabs must be clearly labeled or numbered/referenced. A tabbed table of contents must be provided to clearly indicate subsequent sections.
- c. **Cover Letter:** Two (2) pages, maximum. Pages must be 8-1/2" x 11."
- d. **Summary Pages:** Three (3) pages maximum. Pages must be 8-1/2" x 11." Include a table of contents or other means to provide a clear indication of the subsequent sections. The summary pages should provide an at-a-glance indication of the areas addressed in the RFP.
- e. **Company Project Experience:** Relevant project experience in the discipline area or in supplying administration staff for the technical discipline areas including, but not limited to a list of at least five (5) relevant projects that have been completed during the past five (5) years by the firm. Provide project title, date of completion, description of work performed, owner name, address, phone number, and contact person. *These relevant projects are to be tied to the Respondent's proposed team rather than projects completed by the firm in general.*
- f. **Resumes:** Resumes should be included in a separate, tabbed section. Resumes must be limited to two (2) pages, one-sided, or one (1) page front and back for each person.
- g. **Terms and Conditions:** There is no page limit for comments on terms and conditions, but pages should be 8-1/2" x 11". Respondents shall identify questions or suggested changes to the terms and conditions of the Engineering Consultant Agreement (Attachment A) should they be chosen to enter into the Agreement.

VILLAGE OF ALGONQUIN

REQUEST FOR PROPOSAL

SPECTRUM OFFSITE IMPROVEMENTS

Proposal Task Items

<u>Task #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1A	Contract Management	LUMP	1		
1B	Project Observation & Meetings	HOURS	1200		
1C	Project Documentation	LUMP	1		
3A	Mix Design Review(s)	LUMP	1		
3B	Material Testing (Field & Lab)	LUMP	1		
***	LEVEL 1 SUBTOTAL				
***	LEVEL 3 TASK SUBTOTAL				
****	TOTAL	NTE			

Company: _____

Signature: _____ Date: _____

Print: _____

Title: _____

VILLAGE OF ALGONQUIN

REQUEST FOR PROPOSAL

SPECTRUM OFFSITE IMPROVEMENTS

Project Overview

The project consists of the installation of offsite improvements for the Spectrum Senior Living Facility. The total site area of approximately 30.3 acres of land is located on the south side of Harnish Drive, approximately 2,000 feet west of Randall Road. Offsite improvements include the extension of Millbrook Drive from its terminus south of the parcel to a point of intersection north at Harnish Drive. The roadway extension will include all storm water facilities, as well as the extension of the Village domestic water supply system and sanitary sewer collection system. Other items include the installation of a multi-use path within the ROW, lighting (Millbrook extension as well as on Harnish Drive), sidewalks and all mass grading and restoration necessary for these installations.

The Spectrum project is proposed to be a mixed-use development consisting of a premier senior living facility on approximately 10.6 acres and a multi-family development, likely apartments or condominiums, on the remaining 19.7 acres of the property. It is anticipated that the multi-family parcel will be developed by others.

Spectrum Retirement Communities is a national owner/operator of senior living residential communities, and currently owns and operates, or have under development, 34 communities in 11 different states. Their corporate office is located in Denver, CO and they are privately financed.

VILLAGE OF ALGONQUIN

REQUEST FOR PROPOSAL

SPECTRUM OFFSITE IMPROVEMENTS

Project Schedule

The schedule provided below is essential to the successful completion of this project.

<u>Item</u>	<u>Date</u>
Proposal Due	4:00 PM CST July 22 nd , 2019
RFP Awarded	July 25 th , 2019
Agreement Signed	August 2 nd , 2019
Start of Construction Project	August 2 nd , 2019
Estimated Completion Date	May 2020

VILLAGE OF ALGONQUIN

PROPOSAL INFORMATION

SPECTRUM OFFSITE IMPROVEMENTS

Introduction

This Request for Proposal (RFP) is to be determined by the scope of services which may include observation, documentation, material testing, record keeping, and reporting of infrastructure construction activities associated with the project.

It is the intent of the Village to engage a consultant who will provide professional services as described herein. However, the Village reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the Village to pay for any expenses incurred by respondents to this RFP or to the selected consultant prior to Village of Algonquin Manager's approval of a Consultant Services Agreement (Attachment A).

Proposals shall be submitted by firms that have been pre-qualified by the Village of Algonquin only. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants, and financial resources, to carry out the work without delay or shortcomings.

Information must be legible. Corrections and erasures must be initialized. The contents of the proposal submitted by the successful respondent of the RFP may become part of any contract awarded as a result of this solicitation.

Issuing Office

The RFP is issued by the Village of Algonquin, Public Works Department. All questions regarding this RFP must be addressed to:

Village of Algonquin – Public Works Department

Attn: Project Manager – Shawn M. Hurtig

110 Meyer Drive

Algonquin, IL 60102

Phone: (847) 658-2754 ext. 4403

VILLAGE OF ALGONQUIN

Fax: (847) 658-2759

E-mail: ShawnHurtig@Algonquin.org

Pre-Proposal Meeting & Inquires

No pre-proposal meeting will be held. Written requests for clarification regarding the RFP documents must be received by the Village no later than two (2) working days prior to proposal deadline, and can be emailed to shawnhurtig@algonquin.org or standard mailed to the issuing office listed in the section above. Any follow up responses or addenda prepared by the Village will be distributed to all proposers.

Respondent Responsible for Proposal Costs

The Village is not liable for any cost incurred by any respondent associated with the preparation of a proposal or the negotiation of an agreement for services prior to the issuance of approved Consultant Services Agreement. Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for scoped work under the agreement.

Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services to the Village representatives at Village offices. The respondents shall bear the costs for such presentations

Non-Collusion & Conflict of Interest

The respondent shall be required to submit with its proposal a fully executed Non-collusion Statement attached to this document as Attachment C.

The respondent shall prepare and submit a statement that no conflict of interest issues exist at the submission of this proposal. In addition, non-conflict of interest statements must also be provided for any sub-consultants listed in the proposal. Example of letter is shown in Attachment D.

Confidentiality

Applicant acknowledges that the VILLAGE is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. and shall cooperate in the production of any documents requested from the VILLAGE.

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Addenda to the Request for Proposal

If it becomes necessary to revise any part of the RFP, an addendum will be emailed to the distribution list no later than one (1) working day prior to proposal deadline. Respondents are responsible for checking email prior to submission of their proposal and acknowledge receipt of addendum(s) within their proposal.

Consultant Requirements

- ✓ Ability to work effectively with the Village's staff with respect to any of the inspectional services required by the Village.
- ✓ Ability to work effectively with the public and other public agencies.
- ✓ The ability to work with other consulting engineers, builders, contractors, and owners of property to assist and accommodate orderly project movement within the Village while minimizing inconveniences and delays.
- ✓ The selected consulting firm will demonstrate a working knowledge of the Village of Algonquin's Standard Specifications & Details, Village of Algonquin Municipal Code, and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (most recent addition)

Ecological Consultant Requirements

In addition to the consultant requirements listed above when scope of request for proposal includes Level 4 services "Ecological Inspection", the following requirements are also needed.

- ✓ Inspector must have a degree in Ecology or related field
- ✓ Inspector must have at least 5 years of inspection experience on ecological restorations.

Services Provided by Village

Where specific functions by law are required to be performed by the Village, or where specific functions are listed in the Agreement as to be performed by the Village, Village staff will perform the actual work function.

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Selection Criteria

The Village of Algonquin does not require that inspection firms have any previous work experience with the Village in order for a proposal to be submitted or awarded. The firm must be capable of handling the work load associated with the project, and have qualified personnel available to complete the scope of services per the proposal. The list of firms that the Request for Proposals (RFP) is sent to is determined by a pre-qualification process. The following factors weigh into the Village decision making process:

- ✓ Professional, educational, & certification background of the consultant's key individuals assigned to the project.
- ✓ Experience with an emphasis on the projects overview requirements.
- ✓ Quality of past performance for the Village or similar agencies.
- ✓ Qualifications of individual within the consultant's organization directly responsible for the work. The Village reserves the right to approve the consultant's assigned inspector.
- ✓ Demonstrated ability to work effectively with Village staff, other public agencies, and related parties.
- ✓ New or innovative ideas presented by the consultant in the proposal or presentations.
- ✓ Demonstrated ability to keep costs within project budget and estimates.
- ✓ Local (McHenry & Kane) qualified consultants are preferred over non-local consultants.

Decision Matrix:

Inspector Ranking Process: The Village of Algonquin maintains a list of eligible inspectors that is updated on a yearly basis. Inspectors are provided a ranking determined by 3 categories. Each element is weighted to provide a ranking system useful in the proposal review process. Inspectors are only eligible for full time inspectional duty on one project at a time. In the case where a proposal is awarded to an inspector listed on another co-scheduled project proposal, a new inspector must be listed in the proposal or the proposal will be rejected.

- Category 1 – American Public Works Association (APWA) Certified Professional Infrastructure Inspector (CPII). All inspectors are recommended to become certified through the APWA as a CPII. This certification process proves to the Village that sufficient

VILLAGE OF ALGONQUIN

experience and knowledge has been obtained by the inspector. This certification also provides the root learning objectives necessary to achieve Village of Algonquin (VoA) inspector certification.

- Scoring = 3 pts for CPII
- Category 2 – Village of Algonquin Certified Inspector Training. Only inspectors that have been certified as a CPII are allowed to enroll in the Village inspector training process. This program provides in depth detail about the construction standards of the Village as well as documentation requirements.
 - Scoring = 2 pts. for completed Village CIT
- Category 3 – Professional Engineer (PE) Experience. Should the proposal firm where to assign an inspector that does not meet category 1 or 2, they must be a PE with at least 5 yrs. experience.
 - Scoring = 1 pt. for every 5 yrs. experience

Inspector Ranking – A total score is provided based on the scoring listed under each of the 3 categories above. The inspectors are then divided into 5 groups and given a rank of 1-5, with a rank of 1 being the top 20% of the inspectors.

Observation Scope (column 2) is based on price and experience.

- Scoring = Ranked in descending order with a rank of 1 being the top score.

Documentation Scope (column 3) is based on price and quality of previous projects.

- Scoring = Ranked in descending order with a rank of 1 being the top score.

Material Testing Proposal (column 4) Many of the RFP that are sent out require that the inspection firm hire a materials testing firm to perform various tests throughout the project. Material testing firm proposals are reviewed when all other proposal categories reflect no distinguishable differences between inspectional firms. Material testing firms proposals are viewed with bias formed on the following: Previous project quality & price point

- Scoring = Ranked in descending order with a rank of 1 being the top score.

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Total Rank of Decision Matrix:

All four areas (Inspector Ranking, Documentation Scope, Observation Scope, & Material Testing Proposal) are averaged to determine the overall rank score. The lowest total rank is given 1st preference.

Intangibles:

- The Public Works Director uses the decision matrix as a guideline in accepting proposals, however many other intangibles can have an impact on the outcome of the award. These may include: professional affiliations, personal experience, and industry recommendations.
- The final recommendation of a proposal is determined by the Village Manager. All information obtained in the decision matrix is included in the recommendation to the Village Manager. The Village Manager does possess the option of instituting similar intangibles to that of the Public Works Director in the determination of the final recommendation of a proposal.

Awarding:

- The Village of Algonquin Board of Trustees is used to award any proposal at or over \$20,000.00. The Board may reject the recommendation provided by the Village Manager and award the contract to another proposal by majority vote.
- The Village Manager awards all proposals below \$20,000.00 in value.

Right to Reject Proposals

The Village reserves the right to reject any and all proposals and to waive any formality or technical errors in proposals received. The Village may choose to accept or reject any or all of the items in the proposal, if it is deemed in the Village's best interest.

The Village reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of the Village.

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Proposals Binding

Respondents are advised that proposals shall be binding upon the respondent for sixty (60) days from the proposal due date. A respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

Notification

Each Respondent submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal. The Village plans to release such letters within forty-five (45) working days of the proposal submittal date. The Village may delay this action if it is deemed to be in the best interest of the Village.

Award of Contract

Agreements may be negotiated with respondents whose proposal is determined to be most responsive to Village needs and most advantageous to the Village of Algonquin, considering the factors based on the criteria described herein, all as solely determined by the Village of Algonquin. Award of an Agreement may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms of qualifications and technical experience.

Scope, Terms, and Conditions

The general terms and conditions listed in the Engineering Consultant Agreement (Attachment A) shall govern any Agreements ensuing from this RFP. The Engineering Consultant Agreement will be used for firms responding to this proposal, please be aware of the Village of Algonquin terms and conditions within Attachment A.

Payment of Agreement

The method of payment to the successful proposer shall be on a time and materials basis, by task and deliverables, with a maximum "No t To E xceed" fee, as set by the proposer in his/her proposal, as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence and materials, and any subcontracted items of work to prepare all aspects of the scope of service outlined in this proposal and any required documentation and/or deliverables outlined herein.

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Progress payments will be based on actual hours, hourly costs and support service costs charged to the project in an invoice provided by the company and approved by the Village. Payments will be made within 30 days of the Village approving a pay application pursuant to the payment schedule using the general processing guideline outlined in Attachment B.

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PROPOSAL SCOPE OF SERVICES

SPECTRUM OFFSITE IMPROVEMENTS

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the VILLAGE and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

Level 1 Services – Local Agency Funded

(Include in cost of proposal if box is checked next to task)

The VILLAGE considers construction observation services as the crucial element of inspection services. Below are the elements of the observation services that are critical to establishing a clearly defined scope of the project.

Task 1A – Contract Management

The consultant shall be responsible for managing the work outlined in this scope of services to ensure efficient and effective use of Consultant's and Village's time and resources. The consultant shall also provide all contract management and quality control services throughout the duration of the project. The consultant shall manage change, communicate effectively, coordinate internally, and externally as needed, and proactively address issues with the Village Project Manager and others as necessary to deliver a high quality product within budget and on schedule.

- i. Attend a pre-construction meeting with Village staff to confirm and clarify scope, understand Village objectives, and review project scope & design.

Task 1A Deliverable(s)

- **Pre-Construction Meeting Minutes**
- **Invoicing on a monthly basis, indicating billable hours per week (ending on Saturdays)**

Task 1B – Observation

Provide an on-site competent and qualified field organization to assure that the construction is performed according to the requirements of the contract documents. Identify, document, and attempt to resolve errors, omissions, and oversights found in the Plans and Specifications by direct action if within delegated authority, or by requesting action of the Village of Algonquin Project Manager. Observer shall neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedure and process.

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- i. ~~Full Time onsite presence of a Village approved Inspector~~
- ii. Part Time with an average of 30 hrs per week presence of a Village approved Inspector
- iii. ~~Attend bi-weekly construction project progress meetings~~

Task 1B Deliverable(s)

- None

Task 1C – Documentation

The documentation of the events within the construction activities shall act as a record of the project. This documentation will also provide verification of hours worked on the project. All documentation shall be kept in electronic format of which the template is supplied by the Village (Excel Workbooks).

- i. Inspector shall keep a detailed record of the construction events on the assigned project. Fill out and submit the Village of Algonquin Daily Inspection report on a weekly basis on Monday's no later than 12PM. (Attachment E)
- ii. Inspect traffic control devices weekly, with a night inspection bi-weekly. Fill out and submit the Village of Algonquin Traffic Control Device report within 24 hours of inspection. (Attachment F)
- iii. Inspect erosion control measures weekly or after rainfalls of ½” or greater. Fill out and submit the Village of Algonquin Erosion Control report within 24 hours of inspection. (Attachment G)
- iv. Inspect and report, using appropriate Village of Algonquin electronic form(s), on any of the following performance tests within 24 hours of inspection:
 - a. Sanitary Line Air Test
 - b. Sanitary Line Mandrel Test
 - c. Sanitary Manhole Vacuum Test
 - d. Watermain Pressure Test
 - e. Sub-base Proof Roll Test
 - i. Parking Lot
 - ii. Roadway
 - iii. Bike Path

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- f. Base Proof Roll Test
 - i. Parking Lot
 - ii. Roadway
 - iii. Bike Path

- v. Inspect and report the final condition of the installed assets. When instructed by the Village of Algonquin Project Manager, inspector shall perform an inspection on the project areas that may include:
 - a. Utility Walk Through
 - b. Hardscape Walk Through
 - i. Pavements (Roads, Parking Lots, Bike Paths)
 - ii. Walkways & Aprons
 - iii. Curb & Gutter
 - iv. Signage & Pavement Markings
 - c. Softscape Walk Through
 - i. Turf
 - ii. Planter Beds (including perennial plants)
 - iii. Woody Plants (shrubs, evergreens, trees)
 - d. Electrical Walk Through
 - i. Light Fixtures, Conduit, Handholes, & Controllers
 - ii. Traffic Signal Fixtures, Conduit, Handholes, & Controllers
 - iii. Equipment Service & Control Cabinets

- ~~vi. Upon request of the Village of Algonquin, the inspector shall review and provide comment on contractor pay application submittals (max 6).~~

- vii. When Level 3 (Material Testing) scope of services are required, perform the following duties
 - a. Ensure all QC/QA plan requirements are being performed
 - b. Schedule material testing contractor to be onsite as needed

Task 1C Deliverable(s)

- **Daily Inspection Reports**
- **Traffic Control Reports**
- **Erosion Control Reports**
- **Performance Test Report(s)**
- **Punchlist Report**
- **Pay Application Verification**

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Level 2 Services – Federal / State Agency Funded

(Include in cost of proposal if box is checked next to task)

The VILLAGE considers Level 2 Services as advancement from strict observation and reporting to the role of a Resident Engineer (RE). This requires detailed project reporting, enhanced documentation, and precision job box record keeping in order to uphold the requirements of outside funding sources.

Task 2A – Contract Management

~~The consultant shall be responsible for managing the work outlined in this scope of services to ensure efficient and effective use of Consultant's and Village's time and resources. The consultant shall also provide all contract management and quality control services throughout the duration of the project. The consultant shall manage change, communicate effectively, coordinate internally, and externally as needed, and proactively address issues with the Village Project Manager and others as necessary to deliver a high quality product within budget and on schedule.~~

- ~~i. Attend external government agency pre construction meeting~~
- ~~ii. Prepare and submit all external government agency qualification form work~~

Task 2A Deliverable(s)

- ~~• Pre-Construction Meeting Minutes~~
- ~~• Pre-qualification Approval of External Agency~~
- ~~• Invoicing on a monthly basis, indicating billable hours per week (ending on Saturdays)~~

Task 2B – Observation

~~Provide an on-site competent and qualified field organization to assure that the construction is performed according to the requirements of the contract documents. Identify, document, and attempt to resolve errors, omissions, and oversights found in the Plans and Specifications by direct action if within delegated authority, or by requesting action of the Village of Algonquin Project Manager. Observer shall neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedure and process.~~

VILLAGE OF ALGONQUIN

i. ~~Full Time onsite presence of Village approved Inspector(s)~~

ii. ~~Attend bi weekly construction project progress meetings~~

Task 2B Deliverable(s)

- ~~• None~~

Task 2C Documentation

The documentation of the events within the construction activities shall act as a record of the project. This documentation will also provide verification of hours worked on the project

i. ~~Inspector shall fill out daily and submit to both IDOT and the Village of Algonquin a weekly report that is to be turned in on Monday's no later than 12PM. (IDOT weekly report BC 239).~~

ii. ~~Inspect traffic control devices per IDOT standards and fill out traffic control report (BC 726). Provide a copy to IDOT and Village of Algonquin within 24 hrs of inspection.~~

iii. ~~Inspect erosion control measures weekly or after rainfalls of 1/2" or greater. Fill out and submit the Village of Algonquin Erosion Control report within 24 hours of inspection. (Attachment G)~~

iv. ~~Inspect and report using appropriate Village of Algonquin forms, on any of the following performance tests within 24 hours of inspection:~~

- ~~a. Sanitary Line Air Test~~
- ~~b. Sanitary Line Mandrel Test~~
- ~~c. Sanitary Manhole Vacuum Test~~
- ~~d. Watermain Pressure Test~~
- ~~e. Sub base Proof Roll Test~~
 - ~~i. Parking Lot~~
 - ~~ii. Roadway~~
 - ~~iii. Bike Path~~
- ~~f. Base Proof Roll Test~~
 - ~~i. Parking Lot~~
 - ~~ii. Roadway~~
 - ~~iii. Bike Path~~

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- v. ~~Inspect and report the final condition of the installed assets. When instructed by the Village of Algonquin Project Manager, inspector shall perform an inspection on the project areas that may include:
 - a. ~~Utility Walk Through~~
 - b. ~~Hardscape Walk Through~~
 - i. ~~Pavements (Roads, Parking Lots, Bike Paths)~~
 - ii. ~~Walkways & Aprons~~
 - iii. ~~Curb & Gutter~~
 - iv. ~~Signage & Pavement Markings~~
 - e. ~~Softscape Walk Through~~
 - i. ~~Turf~~
 - ii. ~~Planter Beds (including perennial plants)~~
 - iii. ~~Woody Plants (shrubs, evergreens, trees)~~
 - d. ~~Electrical Walk Through~~
 - i. ~~Light Fixtures, Conduit, Handholes, & Controllers~~
 - ii. ~~Traffic Signal Fixtures, Conduit, Handholes, & Controllers~~
 - iii. ~~Equipment Service & Control Cabinets~~~~
-
- vi. ~~Utilize IDOT supplied Illinois Construction Records System (ICORS) for maintaining the project diary and quantity book (this is in addition to field book)~~
-
- vii. ~~Prepare a monthly pay application report per IDOT standards. Verify quantities with contractor and receive Village of Algonquin sign off.~~
-
- viii. ~~When appropriate perform the following duties~~
 - a. ~~Pre placement meetings prior to the start of major material placements~~
 - b. ~~Visual inspections (RE VIS), accept load and certification tickets, and perform any other methods of material verification required by IDOT~~
 - c. ~~Maintain a job box that contains all related paper work in accordance with IDOT's current filing procedures~~
 - d. ~~Attend all meetings with IDOT auditors to conduct inspection of job box~~
 - e. ~~Supply Village of Algonquin with a digital copy (.pdf) of all job box items.~~
-
- ix. ~~Supply Village of Algonquin with the following visual representation requirements in digital (min 7 mega pixel) format. Along with photo log and file detailing dates, locations, topic view, and other pertinent information pertaining to the documentation~~
 - a. ~~Preconstruction Conditions~~
 - i. ~~Video~~
 - ii. ~~Photos~~
 - b. ~~Monthly or Weekly (60 days or less duration) Progress Photos~~

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~~c. Post Construction Conditions~~

~~i. Video~~

~~ii. Photos~~



~~x. When Level 3 scope services are required, perform the following duties~~

~~a. Ensure all QC/QA plan requirements are being performed~~

~~b. Schedule material testing contractor to be onsite as needed~~

Task 2C Deliverable(s)

- ~~• Weekly Inspection Reports~~
- ~~• Traffic Control Reports~~
- ~~• Erosion Control Reports~~
- ~~• Performance Test Report(s)~~
- ~~• Punchlist Report~~
- ~~• Monthly Pay Applications~~
- ~~• Digital Copy of Visuals~~
- ~~• Digital Copy of Job Box~~

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Level 3 Services- Materials Inspection

(Include in cost of proposal if box is checked next to task)

The VILLAGE considers Level 3 Services as materials inspection and testing, as well as mix design review. This may include the field and laboratory testing of materials.

Task 3A – Mix Design Review

The consultants shall review mix designs to ensure that all project criteria are being met.

- i. Asphalt Mix Designs (Stabilized Asphalt Binder, Binder, Level Binder, Surface, etc..) Max 5 asphalt mix designs per project
- ii. Concrete Mix Designs (Sidewalk, Curb, Pavement, Walls, Footings, etc..) Max 5 concrete mix designs per project
- iii. Stabilized Base Mix Designs (Concrete Powder, Hydrated Lime, Fly-ash, Calcium Chloride, Bitumen, etc..) Max 2 mix designs per project

Task 3A Deliverable(s)

- **Mix Design Recommendation Report(s)**

Task 3B – Field & Laboratory Testing

The consultants shall provide sufficient personnel to perform the field testing of the materials during installation. All field inspection reports shall be emailed to Village Project Manager within 24 hours of test. Laboratory reports shall be emailed to Village Project Manager as soon as available, but no later than 5 working days after test has been conducted.

- i. Embankment
 - a. Field Density (1 per 5 foot of fill material) – Cone Penetrometer
- ii. Sub-Grade / Soils / Modified Soil
 - a. Field Density (1 per 500 feet, per lane) – Cone Penetrometer
- ~~iii. Aggregates (PGE, Base Aggregate, Pipe Bedding)~~
 - ~~a. Laboratory Gradation (1 per 1000 Ton)~~
- iv. IDOT QA Requirements - Concrete Items

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v. ~~Local Agency Concrete Items~~

- a. ~~Curb/Gutter, Sidewalk, Apron, Pavement~~
 - i. ~~Field Air %, Temp, & Slump (1 per 100 CY, with a minimum of 1 per day)~~
 - ii. ~~Laboratory Strength (4 cylinders <7, 14, 28, spare> per 500 CY, minimum 1 set per installation type)~~
- b. ~~Bridges, Culverts, Retaining Walls, Building Walls, Footings, etc.~~
 - i. ~~Field Air %, Temp & Slump (1 per 50 CY, with a minimum of 1 per day)~~
 - ii. ~~Laboratory Strength (2 cylinders <7 & 28 > per 100 CY, minimum 1 set per installation type)~~

vi. IDOT QA Requirements – Asphalt Items

vii. ~~Local Agency Asphalt Items~~

- a. ~~Binders~~
 - i. ~~In Field Operations~~
 - 1. ~~Mix Delivery Verification (1 per day)~~
 - 2. ~~Material Temperature (1 per 500 feet installed, minimum 1 per day)~~
 - 3. ~~Rolling/Breakdown Pattern (Growth Curve) (1 per day)~~
 - 4. ~~Density Testing (1 per 500 feet installed, minimum 1 per day)~~
 - ii. ~~Laboratory Operations~~
 - 1. ~~Air Voids (1 per 500 ton)~~
 - 2. ~~Asphalt Binder Content (1 per 1000 ton)~~
 - 3. ~~Strength (Cores – max 4 random locations)~~
- b. ~~Surface~~
 - i. ~~In Field Operations~~
 - 1. ~~Mix Delivery Verification (1 per day)~~
 - 2. ~~Material Temperature (1 per 500 feet installed, minimum 1 per day)~~
 - 3. ~~Rolling/Breakdown Pattern (Growth Curve) (1 per day)~~
 - 4. ~~Density Testing (1 per 500 feet installed, minimum 1 per day)~~
 - ii. ~~Laboratory Operations~~
 - 1. ~~Air Voids (1 per 500 ton)~~
 - 2. ~~Asphalt Binder Content (1 per 1000 ton)~~

Task 3B Deliverable(s)

- **Field Report(s) – Soil Stability/Strength, Concrete (Air%, Temp, Slump), Asphalt (Mix Verify, Temp, Rolling Pattern, Density)**

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- **Lab Reports(s)- Aggregate Gradation, Concrete Strength, Asphalt (Air Voids, AC Content, Strength)**

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Level 4 Services – Ecological Inspections

(Include in cost of proposal if box is checked next to task)

The VILLAGE often has projects that involve the rehabilitation of native and natural areas. This ecological contracting requires specialty inspectional service. Below are the elements of the observation services that are critical to establishing a clearly defined scope of the project.

Task 4A—Contract Management

~~The consultant shall be responsible for managing the work outlined in this scope of services to ensure efficient and effective use of Consultant's and Village's time and resources. The consultant shall also provide all contract management and quality control services throughout the duration of the project. The consultant shall manage change, communicate effectively, coordinate internally, and externally as needed, and proactively address issues with the Village Project Manager and others as necessary to deliver a high quality product within budget and on schedule.~~

- ~~i. Attend a pre-construction meeting with Village staff to confirm and clarify scope, understand Village objectives, and review project scope & design.~~

Task 4A Deliverable(s)

- ~~• Pre-Construction Meeting Minutes~~
- ~~• Invoicing on a monthly basis, indicating billable hours per week (ending on Saturdays)~~

Task 4B—Observation

~~Provide an on-site competent and qualified field organization to assure that the construction is performed according to the requirements of the contract documents. Identify, document, and attempt to resolve errors, omissions, and oversights found in the Plans and Specifications by direct action if within delegated authority, or by requesting action of the Village of Algonquin Project Manager. Observer shall neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedure and process.~~

- i. Full Time onsite presence of a Village approved Inspector
- ii. Part Time _____ hrs per week presence of a Village approved Inspector
- iii. _____ total hours of onsite presence of a Village approved Inspector

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~~iv. Attend bi-weekly construction project progress meetings~~

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Task 4B Deliverable(s)

- ~~None~~

Task 4C Documentation

The documentation of the events within the construction activities shall act as a record of the project. This documentation will also provide verification of hours worked on the project. All documentation shall be kept in electronic format of which the template is supplied by the Village (Excel Workbooks).

- i. ~~Inspector shall keep a detailed record of the ecological feature construction events on the assigned project. Fill out and submit the Village of Algonquin Daily Inspection report on a weekly basis on Monday's no later than 12PM. (Attachment E)~~
- ii. ~~Inspector shall keep a record of the proper preparation of the site for seeding. This includes documenting proper herbicide application types, locations, and rates.~~
- iii. ~~Inspector shall verify and document, prior to placement, all seed mixes, plants, and materials used for the ecological features. Copies of all seed tickets and pictures of all plants & materials shall be logged and supplied to the Village.~~

Task 4C Deliverable(s)

- ~~Daily Inspection Reports~~
- ~~Seeding & Planting Preparation Reports~~
- ~~Seed Mix(s), Plants, and other Material Verification~~

Task 4D Maintenance & Monitoring Inspections

Monitoring of ecological restoration plantings must be performed for the number of years stated in the specification. Perform two (2) monitoring visits per growing season and measure success of the performance standards set in the project specification. Each visit requires a report that needs to include a narrative of what was inspected on the current site visit, a summary of each performance standard and how it has or has not been met, a checklist of what native species were found on site, summary if management recommendations from the last monitoring visit have or have not been completed, current

VILLAGE OF ALGONQUIN

management recommendations to give to the contractor performing the maintenance, and current pictures of the site.

- i. ~~3 Year Monitoring Period~~
- ii. ~~5 Year Monitoring Period (ACOE Permitted projects)~~
- iii. ~~ACOE Permit Reporting~~
 - ~~○ Reporting shall be conducted per USACOE Regulatory Guidance Letter No. 08-03 (Attachment H)~~

~~Task 4D Deliverable(s)~~

- ~~• Bi-Annual Inspection Reports~~



Strand Associates, Inc.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-704-1210
(F) 815-704-4210

July 22, 2019

Mr. Robert Mitchard II
Director of Public Works
Village of Algonquin
Public Works Department
110 Meyer Drive
Algonquin, IL 60102

Re: Request for Proposal (RFP)-Infrastructure Construction Inspection Services for Spectrum
Offsite Improvements, Project# CD2017-02

Dear Mr. Mitchard:

On behalf of Strand Associates, Inc.®, thank you for the invitation to submit our proposal for construction observation services for the Spectrum Senior Living Facility. We appreciate the Village's interest in our firm and for providing us this opportunity.

While I am confident we can provide the Village with exceptional services on this project, we will not be submitting our proposal. At the present time, all of our construction staff are fully committed for the remainder of the year. Therefore, we simply do not have the personnel to commit to this project.

We are very interested in working with the Village and ask that you keep us in mind for upcoming projects. On behalf of our firm, we wish you the best of luck with the successful completion of this project.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink, appearing to read 'Anthony J. Standish', written over a horizontal line.

Anthony J. Standish P.E., S.E., Senior Associate

P180.190.749/AJS:mah

John Heinz

From: Julie Morrison <jmorrison@eeiweb.com>
Sent: Wednesday, July 17, 2019 9:13 AM
To: Shawn Hurtig
Cc: Robert Mitchard
Subject: RFP for Construction Inspection- Spectrum Offsite Improvements (CD2017-02)

Hi Shawn,

Thank you for considering EEI for the project described below. We believe our REs would be an excellent fit for this project. Unfortunately, our current commitments do not allow us to provide an RE who is a PE and a CPII; therefore we are unable to meet the Village's request.

Please continue to consider EEI for this type of work. The Village is a highly valued client of EEI. Our goal is to always provide you excellent professional services.

*Thank you,
Julie*

*Julie A. Morrison, P.E.
Sr. Project Manager*

*Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
T: (630) 466-6700 x123 F: (630) 466-6701
www.eeiweb.com
jmorrison@eeiweb.com*



From: Shawn Hurtig <shawnhurtig@algonquin.org>
Sent: Monday, July 8, 2019 4:03 PM
To: Julie Morrison <jmorrison@eeiweb.com>
Subject: RFP for Construction Inspection- Spectrum Offsite Improvements (CD2017-02)

Monday, July 8, 2019

Engineering Enterprises, Inc.
Attn: Ms. Julie Morrison
52 Wheeler road
Sugar Grove, IL 60554

Subject: Request for Proposal for Construction Inspection Services on the

Spectrum Offsite Improvements Project



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 9, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Management Services – Downtown Streetscape Stage 2 Wet Utilities Construction Oversight*

Stage 2 of the Downtown Streetscape (wet utilities) is ready to commence. The design has been completed by Trotter Associates, Inc. (TAI) and the contractor has been selected to perform the work.

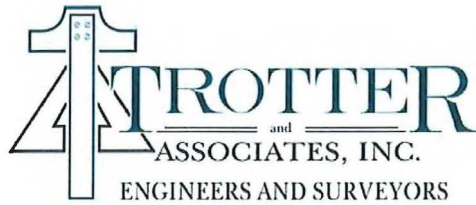
The project consists of the installation of various sections of water main, water services and water appurtenances (hydrants and valves), storm sewer, a new large diameter (30 inch) sanitary sewer and the removal and modification of two sanitary sewer lift stations as well as the appropriate level of restoration required following these underground utility installations.

(TAI) has provided us with a proposal to provide full time Construction Inspection Services to observe the installation of all the improvements.

TAI has a positive history with the Village and we have received the attached proposal from them for the required services. We reviewed their proposal and feel that it is appropriate to seek approval for this work.

Therefore, Village staff recommends the approval of the Downtown Streetscape Stage 2 Wet Utilities- Construction Services Engineering Agreement the amount of \$197,110.00 with Trotter Associates, Inc.

We would be happy to answer any questions you may have related to this request.



July 19, 2019

Shawn M. Hurtig
Village of Algonquin
Director of Public Works
110 Meyer Drive
Algonquin, IL 60102

Re: Downtown Streetscape Stage 2 Wet Utilities – Construction Services
Project VoA16-02-25B
Professional Services Letter Agreement and Exhibits

Dear Mr. Hurtig,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Downtown Streetscape Stage 2 Wet Utilities (hereinafter referred to as the “PROJECT”).

This project includes construction engineering services related to the Downtown Streetscape Stage 2 Wet Utilities – Construction Services.

Project Understanding

The Village of Algonquin is currently pursuing construction services for the Downtown Streetscape Stage 2 Wet Utilities. TAI provided the design for the Downtown Streetscape Stage 2 Wet utilities along North Harrison and Edwards Street. The Village has awarded the construction of this project

The Stage 2 Wet Utility Improvement Project is divided into three sections. Section 1 includes Edward Street from North Main Street to North Harrison Street. Section 3Ai includes North Harrison Street from Edward to Riverfront Park Lift Station. Section 3Ai (amended) includes North Harrison Street from North Harrison Street Lift Station to Edwards Street.

Section 1 includes replacement of the 8” main with a 12” water main, including new valves, hydrants, services (up to meter), and curb stop valves. This section of the project is limited to water and storm sewer improvements with temporary restoration.

Section 3Ai includes replacement of the existing 8” sanitary sewer with a new 30” sanitary sewer from Riverfront Lift Station to Edward Street including new services up to the ROW with cleanouts at the ROW. Riverfront Lift Station will be modified to accommodate the lower 30” invert elevation. This section of the project is limited to sanitary and storm sewer improvements with temporary restoration.

Section 3Ai includes replacement of the existing 8” sanitary sewer with a new 30” sanitary sewer from Edward Street to North Harrison Street Lift Station including new services up to the ROW with cleanouts at the ROW. The North Harrison Street Lift Station will be removed. This section of the project is limited to sanitary and storm sewer improvements with both temporary and final restoration. Final restoration includes: full depth pavement removal and replacement, curb removal and replacement, driveway and sidewalk replacement as required to facilitate installation of the sanitary sewer and services.

Scope of Services

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

Construction phase

1. Consult with the Village and act as the Village's representative during the execution of construction
2. Provide full-time field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 250 calendar days and final completion with 295 days. We spoke with the contractor (Martam Construction Inc.) and they would like expediate the construction timeframe to be complete yet this fall. Their anticipated construction schedule is to start mid-August and be complete by Thanksgiving. Our construction engineering service proposal and anticipated field staff hours are based on the contractor's schedule of completion by Thanksgiving. These services shall include about 50 hours per week. Depending on groundwater and/or weather conditions the construction schedule may need to be extended. If the final construction schedule is pushed beyond the anticipated completion time (Thanksgiving), additional time for our field staff only will be required.
3. Assist the Village in the selection of an independent testing laboratory to perform all necessary testing required during construction.
4. Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
5. As appropriate, establish baselines and benchmarks for locating the work, which in the Engineer's judgment are necessary to enable Contractor to proceed.
6. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of work.
7. Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
8. Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
9. Recommend Change Orders and Work Change Directives as required.
10. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
11. Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
12. Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents

13. Contractor's Completion Documents

- a. Receive and review maintenance and operating instructions, schedules, warranties, and guaranties
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certification of inspection, test and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents.
- c. After notice from the Contract the Contractor considers the entire Work ready for its intended use, in company with the Village and Contractor, conduct an inspect to determine if the Work is Substantially Complete.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

IEPA Loan Special Provisions

Engineer hereby agrees to incorporate and accept the following provisions to be included in this Work Order at no additional compensation

1. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.
3. Audit and access to records clause:
 - a. Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountant Professional Standards. The agency or any of its authorized representatives shall have access to the book, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - b. Audit conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- c. All information and reports resulting from access to records pursuant to the above 3.a shall be disclosed to the Agency. The auditing agency shall afford the engineer opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - d. Records under the above section 3.a shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant of Section 365.650 (Disputes) of Illinois Administration Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
4. Covenant Against Contingent fees:

The Engineer warrant that no person or selling agency has been employed or retained to solicit or secure this contact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annual this agreement without liability or in its discretion to deduct from the contract price or consideration of otherwise recover, the amount of such commission, percentage, brokerage, or contingent fee.

5. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in paragraph 5.b of this certification; and
- d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Compensation

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

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services is estimated to be \$197,110.00 based on the following assumed distribution of compensation:

Construction Phase	\$197,110.00
--------------------	--------------

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, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

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:

Trotter and Associates, Inc.:

By: _____

By: Robert Scott Trotter, P.E., B.C.E.E

Title: _____

Title: President

Effective Date: _____

Date Signed: July 19, 2019

Address for giving notices:

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative

Designated Representative

Robert Scott Trotter

Title:

Title: President

Phone Number:

Phone Number: 630-587-0470

Facsimile Number:

Facsimile Number: 630-587-0475

E-Mail Address:

E-Mail Address: s.trotter@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

CLIENT Initial _____

TAI Initial _____

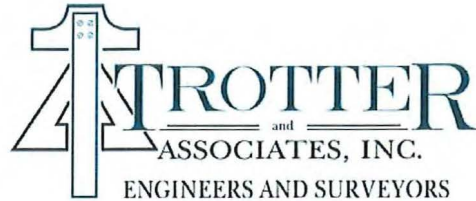


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

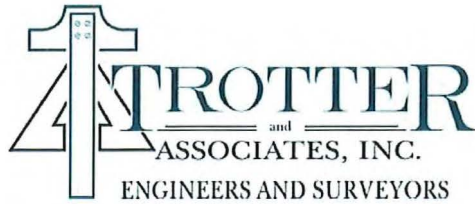
- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2019 Schedule of Hourly Rates

2019 Reimbursable Expenses

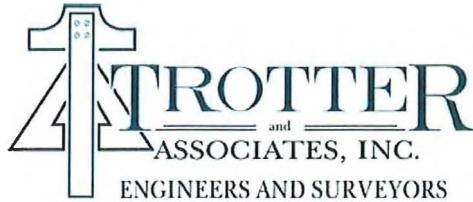
Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$54.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level I	\$106.00	1- 249 Sq. Ft.		
Engineer Level II	\$118.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level III	\$129.00	250-999 Sq. Ft.		
Engineer Level IV	\$144.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level V	\$163.00	1000-3999 Sq. Ft.		
Engineer Level VI	\$188.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer VII	\$198.00	3999 Sq. Ft. & Up		
Engineer VIII	\$224.00	Mylar Engineering Copies	Each	\$8.00
Principal Engineer	\$228.00	up to 24" by 36"		
Technician Level I	\$98.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level II	\$112.00	Large Format Print		
Technician Level III	\$130.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level IV	\$142.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$156.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist I	\$98.00	5 Mil Laminating	Each	\$1.25
GIS Specialist II	\$111.00	Copy 11" x 17"	Each	\$0.50
GIS Specialist III	\$146.00	- Color		
Clerical Level I	\$64.00	Copy 11" x 17"	Each	\$0.25
Clerical Level II	\$76.00	- Black and White		
Clerical Level III	\$88.00	Copy 8.5" x 11"	Each	\$0.25
Survey Technician Level I	\$66.00	- Color		
Survey Technician Level II	\$79.00	Copy 8.5" x 11"	Each	\$0.12
Survey Crew Chief	\$156.00	- Black and White		
Professional Land Surveyor	\$188.00	Recorded Documents	Each	\$25.00
Department Director	\$186.00	Plat Research		Time and Material
Prevailing Wage Survey Foreman**	\$185.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$181.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[]

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE