

AGENDA  
COMMITTEE OF THE WHOLE  
September 10, 2019  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

Trustee Steigert – Chairperson  
Trustee Jasper  
Trustee Brehmer  
Trustee Glogowski  
Trustee Spella  
Trustee Sosine  
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. **Presentation Pertaining to the Zoning/Regulating Aspects of the Recreational Marijuana Law, given by the Law Offices of Zukowski, Rogers, Flood & McArdle**
4. **Community Development**
  - A. Consider a Special Event Permit for St. Vincent DePaul Walk for the Poor to be held on September 21, 2019 (Rain date September 28, 2019)
5. **General Administration**
  - A. Consider the Pool Sand Filter/Chemical Controller Replacement Project for the Lion’s Armstrong Memorial Pool
6. **Public Works & Safety**
  - A. Consider an Agreement with V3 Construction Group for the Grand Reserve Drainage Repairs
  - B. Consider an Agreement with Christopher Burke Engineering for Grand Reserve Drainage Repairs Construction Management Services
  - C. Consider an Agreement with Applied Ecological Services for the Construction of the Souwanas Creek Reach 2 Improvements
  - D. Consider an Agreement with HR Green for the Souwanas Creek Reach 2 Improvements Construction Management Services
  - E. Consider an Agreement with Christopher Burke Engineering for the Ratt Creek Reach 5 Project Concept Plan
  - E. Consider Certain Vehicles Surplus
  - F. Consider a Newly Created Social Services Advocate Position
7. **Executive Session**
8. **Other Business**
9. **Adjournment**



# Municipal Impact of Cannabis Legalization

Presented by: Brad Stewart  
McHenry County Council of Governments  
August 14, 2019

# Legal Disclaimer

- ▶ This presentation is not intended to, nor should it be considered, formal legal advice or otherwise create an attorney-client relationship
- ▶ Several facets of cannabis law are likely to be continually refined through legislation and defined further through case law

**REEFER MADNESS!!!**



# Cannabis Regulation Overview

- ▶ Public Act 101-0027 was enacted on June 25, 2019 and most pertinent parts go into effect January 1, 2020
- ▶ People 21 and older generally have the right to purchase, possess, transport, and use cannabis
  - ▶ Quantity maximums determined by concentration of THC
  - ▶ People with medical conditions that qualify for medicinal cannabis use may grow up to 5 cannabis plants in their home (others may not)
- ▶ Municipalities may not generally restrict the people 21 and older from purchasing, possessing, transporting or using cannabis
  - ▶ Home Rule preemption
- ▶ Municipalities may not separately license cannabis businesses
  - ▶ Exclusive authority of the State



# Cannabis Regulation Overview

- ▶ A municipality may regulate where, if at all, cannabis business establishments are located within the municipality
  - ▶ A complete prohibition of business establishments is permitted
  - ▶ Restrictions on location, number of establishments, and hours of operation are permitted
- ▶ A municipality may generally regulate the use of cannabis in public places, however, possession of cannabis is not subject to broad regulation
- ▶ A municipality may generally enforce Drug Free workplace policies, including:
  - ▶ Restricting employees from using or being under the influence of cannabis while at work or performing work functions
  - ▶ Possessing cannabis at work, including vehicles/parking lots
  - ▶ Some exception must be considered for employees who have a qualifying medical condition for which cannabis is medically prescribed

# Cannabis Businesses Overview

## ▶ Types of Cannabis Businesses:

- ▶ Cultivation Center
- ▶ Dispensary & Craft Growing Facility
- ▶ Infuser
- ▶ Transporter

## ▶ State Licensing of Dispensaries:

- ▶ Currently 55 licensed medicinal dispensaries exist, which will automatically be licensed to sell recreational cannabis on January 1, 2020
- ▶ Another 75 licenses can be issued by summer 2020
- ▶ Another 110 can be issued by the end of 2021
- ▶ 500 licenses may be issued by 2022

## ▶ Other Licensed Businesses:

- ▶ Cultivation Centers will be expanded to 50 (20 exist currently)
- ▶ 100 licenses will be available for Craft Growing (0 exist currently)
- ▶ 100 licenses will be available for Infusers (0 exist currently)



# Cannabis Businesses Overview

- ▶ **Local Tax Sources:**
  - ▶ Regular Sales Tax: 1%
  - ▶ Local Additional Sales Tax:
    - ▶ Non-Home Rule up to 1%
    - ▶ Home Rule can be higher
  - ▶ Additional Retailers Occupation Tax: up to 3%
    - ▶ A municipality may implement this tax in 1/4% increments
- ▶ **Anticipated Financial Impacts:**
  - ▶ Illinois Economic Policy Institute projects \$1.62 billion in annual cannabis sales, with \$525 million in potential sales tax revenue for the State of Illinois and nearly 20,000 new jobs
    - ▶ 8% of State sales tax income would go the Local Government Distributive Fund
  - ▶ Village of Lombard's analysis anticipates "at least \$400,000 revenue...it is very possible that it could generate upwards of \$1.5 million annually" in municipal revenue from a single dispensary



# Regulating Cannabis Businesses

1. First question is: Does your municipality wish to prohibit businesses?
  - ▶ If so, an ordinance can be passed prohibiting cannabis businesses
  - If your municipality wishes to allow businesses, additional considerations include:
2. Do you want to restrict the number of cannabis businesses in town?
  - ▶ If so, an ordinance can be passed to cap one or more types of businesses to a certain number
3. Do you want to restrict where cannabis businesses are located?
  - ▶ If so, consider restricting to zoning classification and defining the various types of cannabis businesses (i.e. dispensaries, craft growers, etc.) in such a way that you can control where any business could be located
  - ▶ Consider classifying any cannabis business as a Conditional Use
4. Any restriction is properly done through the Zoning Code, for which an amendment requires presentment to the correct commission (Plan Commission or Planning & Zoning Commission) and a public hearing before going to the Village Board
  - ▶ Some procedural differences may exist in your municipality based on your Code

# Regulating Cannabis Businesses

5. Consider hours of operation
    - ▶ Municipality may have “reasonable” regulations pertaining to time, place, and manner of cannabis business operations
  6. Consider how much of a Retailers Occupation Tax you wish to implement
    - ▶ 3% is the cap for all municipalities
    - ▶ Consider competitive advantage of lower rate
- ▶ IML has sample ordinances to accomplish almost all of these scenarios



# Public Safety Concerns/Impacts

- ▶ Increase in fatal motor vehicle accidents correlated to legalization of recreational cannabis in Colorado and Washington:
  - ▶ 40% increase in fatal accidents and 145% increased rate of drivers involved in fatal accidents having THC in their system in Colorado from 2013 to 2016.
- ▶ Increase in motor vehicle accidents correlated to legalizing cannabis:
  - ▶ 16% increase in Colorado
  - ▶ 6.2% increase in Washington
  - ▶ 4.5% increase in Oregon
  - ▶ 2017 report CNBC
- ▶ Denver Post reported no increase in minor usage or high school dropout rate since Colorado legalized cannabis (2018 article)
- ▶ The Illinois Economic Policy Institute stated that “marijuana use [among Colorado residents] has not changed since legalization either in terms of number of people using or the frequency of use among users.”
  - ▶ Same report states that 750,000 or 6% of Illinois residents currently use marijuana

# Public Safety Concerns/Impacts

- ▶ Common law enforcement belief that legalization of cannabis will increase DUI arrests, traffic crashes, and emergency room care with incumbent expenses:
  - ▶ Increased staffing demand with increased police and fire responding
  - ▶ More specialized training in DUI for cannabis impairment detection
  - ▶ Cost of cannabis testing equipment
- ▶ Under current DUI law, any amount of an intoxicating substance unlawfully used is presumptive guilt of driving under the influence (“Trace Law”)
- ▶ If consumption is legal, then Trace Law does not apply, and DUI must be proven by “impairment” or by person having 5 ng./ml. (blood) or 10 ng./ml. (urine)
  - ▶ Difficult to objectively test with current equipment
    - ▶ State Police lab cannot currently test for ng./ml. (UIC Hospital is only known local lab to test)
    - ▶ Requires a timely warrant in most cases to obtain sample to test (within 2 hours of arrestee driving)
    - ▶ THC remains in the body for days
  - ▶ Standard Field Sobriety Tests from the National Highway Training can be used
    - ▶ However, unlike alcohol based DUIs, drug-based DUIs require the officer to have some advanced expertise in most cases to establish a person is impaired by cannabis (DRE, ARIDE, Narcotics expertise)

# Regulating Public Use/Possession

- ▶ Smoke Free Act generally applies to smoking or vaping cannabis products
  - ▶ But remember, cannabis can be ingested not inhaled
  - ▶ Municipality may opt to designate dispensaries and craft growers as exempt from the Smoke Free Act to allow smoking or vaping at those locations
- ▶ Consider analogies to alcohol possession and use laws
- ▶ USE: Cannabis legislation allows for regulation of cannabis use (not possession) in any “public place,” defined as:
  - ▶ “where a person could be reasonably expected to be observed by others” and
  - ▶ “all parts of buildings owned in part or in whole...by a unit of local government”
  - ▶ NOT private residences (except for home day care facilities)

# Regulating Public Use/Possession

- ▶ **POSSESSION:** The Act is more restrictive on municipal regulation of cannabis possession than use
- ▶ Maximum amounts that can be possessed by Illinois residents are:
  - ▶ 30 grams of cannabis flower
  - ▶ 5 milligrams of concentrated cannabis product
  - ▶ 500 milligrams of cannabis infused products (e.g. gummy products)
  - ▶ These maximums are halved for non-residents: 15 g./2.5 mg./250 mg., respectively
- ▶ **Vehicles, Schools, School Buses:** Legislation allows municipality to restrict possession of cannabis in a private vehicle except in “reasonably” stored and sealed container, not accessible while vehicle is in operation—also state law requirement. Cannabis is restricted from schools and school buses.
- ▶ No authority to prevent people from possessing/transporting cannabis, generally, in public
- ▶ Act is silent as to whether display of cannabis can be regulated with municipal police power (to minimize child exposure, to minimize legal possessors from enticing children in public parks, etc.)

# Regulating Public Use/Possession

Location:	Can Use be Regulated by Municipality?	Can Possession be Regulated by Municipality?
Government Buildings	Yes	No generally, but yes to employees subject to Drug Free Workplace
Government Parking Lots	Yes	No generally, but yes to employees subject to Drug Free Workplace
Public Parks, Sidewalks, Trails	Yes	Probably not but display may be permissible regulation
Private Vehicle in Public	Yes	Yes to require sealed storage inaccessible while vehicle in operation
Private Businesses	Yes in areas where a person can reasonably be expected to be observed by others	No but business may opt to prohibit cannabis on premises including parking areas
Private Residences	No except limited exception for home day care business	No except limited exceptions for home day care business

# Workplace Regulation

- ▶ Employers have the ability to maintain a Drug Free Workplace which includes use or possession of cannabis in the workplace:
  - ▶ “Workplace” defined broadly to include any place an employee is working and can include vehicles, as well as parking areas, and any time employee is “on call” so long as employee is given 24 hours notice of on call status
- ▶ An employee may be disciplined for violations of proper policy
- ▶ An employee may not be disciplined for off-duty recreational use of cannabis
  - ▶ Exception: if employee reports to work under the influence of cannabis



# Workplace Regulation

- ▶ Employees remain subject to proper drug testing requirements, including Reasonable Suspicion testing if supervisor observes evidence of impairment:
  - ▶ “Reasonable Suspicion” generally means objective, contemporaneous observations and ruling out alternative explanations other than impairment or other substance-related policy violation (referred to as “good faith” in legislation), different than regular police standard of “reasonable suspicion”
  - ▶ Supervisory staff should be trained in Reasonable Suspicion detection
  - ▶ Consider if police resources include testing for cannabis, otherwise requires medical facility to test
  - ▶ An employee must be granted an opportunity to present their side of the story prior to being disciplined for cannabis use or possession (form of due process provided by the legislation)
- ▶ Employers have a right to enforce workplace policies that “impact the employer’s ability to comply with Federal or state law”
  - ▶ Federal grants/loans which require Drug Free workplace and testing policies that include marijuana as a federally prohibited substance
  - ▶ CDL drivers are regulated by federal law
  - ▶ Police officers swear an oath to uphold the laws of the federal government

# Workplace Regulation

- ▶ Some uncertain areas of employment law will have to be tested through the court system or amendments to legislation:
  - ▶ Interplay of disability accommodation requirements and Americans with Disabilities Act (and Illinois Human Rights Act)
  - ▶ CDL drivers/applicants who test positive for THC
- ▶ Gear policies to address Job Requirements instead of Discipline for use of cannabis that impacts an employee's ability to work:
  - ▶ How clearly is a CDL a job requirement based on policies, job description, and past practice?
  - ▶ Spell out in drug policy and/or job description that an employee is not qualified for their position if their use of any substances jeopardizes receipt of government funding
  - ▶ Document the communication to all potentially impacted employees, updating them of the policy

# Modifications to Existing Cannabis Ordinances

- ▶ Almost every municipal cannabis ordinance will be partially obsolete
  - ▶ Cannot prohibit legal possession and use by adults
  - ▶ Cannabis paraphernalia can be legally used by adults
  - ▶ Overbroad ordinances are subject to legal attack
- ▶ Ordinance can still regulate underage use and possession of cannabis and cannabis paraphernalia (under 21)
- ▶ Ordinance can still regulate sale or delivery of cannabis to minors (under 21)
- ▶ Ordinance can still regulate unlawful possession and use of cannabis (beyond state permitted possession and use)
- ▶ Ordinance can still regulate growing of cannabis other than narrowly allowed for medicinal cannabis recipients (up to 5 plants)
- ▶ Review existing ordinance(s) addressing cannabis-related violations and make appropriate amendments to ensure it is up to date

# Criminal Record Expungement

- ▶ The Act provides that local law enforcement must expunge all criminal history records of an arrest, charge, order of supervision or probation for a “minor cannabis offense” if
  1. One year or more has elapsed since the date of arrest or law enforcement interaction; and
  2. No criminal charges were filed or charges were filed but dismissed or vacated, or the arrestee was acquitted
- ▶ A “minor cannabis offense” is generally defined as:
  - ▶ A non-violent, cannabis-related offense of possession or intent to sell up to 30 grams, pursuant to the Cannabis Control Act, which is otherwise not an enhanced offense
- ▶ Expungement timelines for qualifying “minor cannabis offenses:”
  - ▶ 2013-present must be expunged by January 1, 2021
  - ▶ 2000-2012 must be expunged by January 1, 2023
  - ▶ Pre-2000 must be expunged by January 1, 2025

# Action Items to Consider

- ▶ Whether you want to prohibit any cannabis business
- ▶ Whether you want to restrict cannabis businesses to certain locations, hours of operation, and/or subject to conditional use requirements
  - ▶ Consider if you want to define locations of cultivation centers differently than dispensaries
  - ▶ Consider if you would allow smoking/vaping in a retail cannabis business
- ▶ Whether you want to implement the Retailers Occupation Tax for cannabis dispensaries and craft growers (up to 3%)
- ▶ Whether you want to restrict use of cannabis in “public places”
  - ▶ Consider government buildings, parking lots, and open spaces
  - ▶ Consider private businesses in general

## Action Items to Consider

- ▶ Whether you want to restrict possession of cannabis in vehicles, schools, and jails, mirroring state law, and possibly regulating display of cannabis in certain public areas, such as parks
  - ▶ Remember limited authority to act in this way
- ▶ Whether you want to amend your Drug Free Workplace policy
  - ▶ Consider if language of existing policy addresses only “illegal” substances
  - ▶ Consider that you cannot generally penalize employees for off-duty use
    - ▶ But you can still address Job Requirements
  - ▶ Remember reasonable accommodation law for prescribed cannabis users
- ▶ Update existing cannabis ordinance to make sure it reflects the new law
  - ▶ Consider that non-legal possession can still be regulated (minors, excessive quantities, etc.)

# Thank You for Attending!

- ▶ For further questions you may contact me:

Brad Stewart

ZRFM Law

815-459-2050

[bstewart@zrfmlaw.com](mailto:bstewart@zrfmlaw.com)





**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Upcoming Special Event: St. Vincent DePaul Walk for the Poor*

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Steve Ludwig has applied for a Special Event Permit on behalf of the St. Vincent DePaul Society, St. Margaret Mary Conference, Annual Walk for the Poor.

This is a 5k walk planned for September 21, 2019, with a rain date of September 29. This is the primary fundraiser for this charitable organization. A representative from SVDP STMM will be present at the meeting to answer any questions, but the application thoroughly outlines their setup and operations.

This event has been held multiple years and there have not been any issues with this event in the past. Committee members may wish to recommend a 5-year approval of this event. Consensus to place this on the September 17 Board agenda for approval is recommended.



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**



In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Village Hall (2200 Harnish Drive) at least 60 days prior to the event. We will share this information with all relevant Village departments to better support your efforts.

Please be sure to fill out this application in its entirety – photo copy as needed. Please type or print legibly.

**Official Name of the Event:** The Society of St. Vincent DePaul Walk for the Poor

**Sponsoring Organization:**

Name: SVDP – St. Margaret Mary Conference Contact Name: Steve Ludwig

Address: 9 Division St.

City, State, ZIP: Algonquin, IL. 60102

Phone: [REDACTED] Email: [REDACTED]

**Event Coordinator:**

Name: Noted Above.

Home Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Event Information:**

Describe the Nature of the Event: The event is held by the international society as a whole during this time of year. It is a primary fundraiser to support our humanitarian efforts in serving the poor of the community. The event consists of walker who have garnered sponsorship for walking a 5K course on this date. It is very low key; walkers only, and is slated to end by late morning, posing very little disruption to the neighborhood or community, yet providing great funding for the needy of our community. The event will begin in the parking area of St. Margaret Mary Church on S. Hubbard St., The attached map denotes the course. Walkers are provided pre and post event non-alcoholic beverages and light snacks. There is no real event on the St. Margaret Mary property other than staffing, check in, and check out. Monies generated go directly to serve the needy of Algonquin and Lake in the Hills.

New Event \_\_\_\_\_ Repeat Event x If repeat, what will be different this year? \_\_\_\_\_

Event Location (include street address): 111 S Hubbard St. SMM and designated walking route.

Date(s) and Time(s) of the Event: September 21, 2019

Rain Date(s): September 28, 2019

Set-Up Date/Time: September 21, 6 AM

Maximum Number of Attendees/Participants at a Given Time: 120

Admission Fee: yes \_\_\_\_\_ no x If yes, list fees to be charged: \_\_\_\_\_

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

Revenue is utilized directly in one on one service to the poor of our community. The society is based in coming alongside those in need, providing for their essential services (food, clothing, shelter, utilities, whatever the immediate need is), and coaching them in public services available to them, ways in which they can work to improve their ability to provide for themselves and journey with them with a spiritual commitment to let them know they are not alone.

Event Website: www.svdpusa.net

**Event Details:**

- Describe provided security, including who will be providing the security (name and contact information), hours, and a detailed security plan: Due to the passive nature of the event, we plan on providing adult crossing guards at all public road intersections (all side streets,), as well as occasional watering stations. Both of these items are noted in the attached site plans. As we try to commit as much of the earnings

directly to the poor, our goal is to keep the event safe, while keeping the overhead costs as low as possible. We believe the event has been no more dramatic than a typical school day crosswalk effort. Volunteers will be staged along the course with cell phone access should any issues arise.

- Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: As we are affiliated with, and approved by ST. Margaret Mary Church, the parking areas at the church will be sufficient for this event. Parking will have no impact on the neighborhoods or roadways adjacent. \_\_\_\_\_
- Will there be a need for road closures? Yes \_\_\_\_\_ No  If Yes, please explain: \_\_\_\_\_

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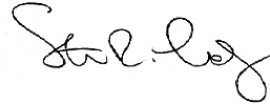
- Are you requesting Algonquin Police Officer(s) presence? Yes \_\_\_\_\_ No  If Yes, to perform what function? \_\_\_\_\_
- Do you want a fire truck or ambulance present? Yes \_\_\_\_\_ No  If Yes, which one and for what hours? \_\_\_\_\_
- Are you wishing to post temporary sign(s) announcing the event? Yes \_\_\_\_\_ No  If Yes, please describe including desired size, location(s) and dates that the signage will be displayed: \_\_\_\_\_
- Do you wish to serve alcoholic beverages? Yes \_\_\_\_\_ No  If Yes, please elaborate: \_\_\_\_\_
- Do you have DRAM Shop Insurances for the sale/consumption of alcohol? Yes \_\_\_\_\_ No  If Yes, attach a copy of the policy.
- Will you have live entertainment (e.g. bands, D.J., amplified sound, etc.) Yes \_\_\_\_\_ No  If Yes, please describe type, band(s) name(s), hours of performance and if there will be a stage: \_\_\_\_\_
- Do you have any other special needs or request for this event? (Physical set-up assistance, waste removal, portable toilets/hand washing stations, electricity, generator, running water, tent(s), McHenry or Kane County Health Department Permits, Village inspections, etc.): \_\_\_\_\_
- Do you plan on holding a raffle during this event? Yes \_\_\_\_\_ No

Name of on-site contact during the event (please print): See above.  
On-site contact cell number: \_\_\_\_\_  
On-site contact work number: \_\_\_\_\_  
On-site contact home number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the

application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.



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Signature of Applicant

8/29/19

Date



# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**  
08/13/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Coyle-Kiley Insurance Agency, Inc. 810 N Alpine Rd  Rockford IL 61107-3673	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Sharon Mann</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (815) 987-2170</td> <td><b>FAX (A/C, No):</b> (815) 987-9862</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> smann@coylekiley.com</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Markel Insurance Co</td> <td style="text-align: center;">38970</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Sharon Mann		<b>PHONE (A/C, No, Ext):</b> (815) 987-2170	<b>FAX (A/C, No):</b> (815) 987-9862	<b>E-MAIL ADDRESS:</b> smann@coylekiley.com		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Markel Insurance Co	38970	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b>  Society of St Vincent de Paul, Rockford Council  227 White Oak Street Hampshire IL 60140																					

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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Forest Preserve District of Kane County is an additional insured under the general liability with respect to the 2019 Walk for the Poor.

<b>CERTIFICATE HOLDER</b>  Forest Preserve District of Kane County 1996 S Kirk Road Suite 320  Geneva IL 60134	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Coyle-Kiley Insurance Agency, Inc. 810 N Alpine Rd Rockford IL 61107-3673		<b>CONTACT NAME:</b> Sharon Mann <b>PHONE (A/C, No, Ext):</b> (815) 987-2170 <b>E-MAIL ADDRESS:</b> smann@coylekiley.com <b>FAX (A/C, No):</b> (815) 987-9862	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Markel Insurance Co	<b>NAIC #</b> 38970
<b>INSURED</b> Society of St Vincent de Paul, Rockford Council 227 White Oak Street Hampshire IL 60140		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

McHenry County Conservation District is an additional insured under the general liability with respect to the 2019 Walk for the Poor.

**CERTIFICATE HOLDER****CANCELLATION**

McHenry County Conservation District 18410 US Highway 14 Woodstock IL 60098	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			
<b>INSURED</b>  Society of St Vincent de Paul, Rockford Council  227 White Oak Street Hampshire IL 60140					

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

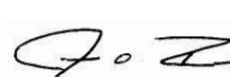
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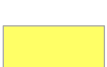
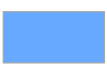


**CERTIFICATE HOLDER****CANCELLATION**

Village of Algonquin 2200 Harnish Drive  Algonquin IL 60102	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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# Society of St. Vincent DePaul Walk for the Poor



-  Start/Finish
  -  Path Direction
  -  Water Station
  -  Crossing Gaurds
  -  Event Parking
  -  Registration Area
- Path Types**
-  Bike Path
  -  Sidewalk Path

Water Stations Will Be Added If Temps Exceed 90 Degrees

Staff To Direct Turn Around



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

**TO:** Tim Schloneger, Village Manager

**FROM:** Katie Gock, Recreation Superintendent

**DATE:** August 29, 2019

**SUBJECT:** Pool Sand Filter/Chemical Controller Replacement Project

---

In anticipation of the winter season, staff has been evaluating and planning for the replacement of mechanical equipment at the Lions Armstrong Memorial Pool. In recent years, the Village has invested in this facility to keep current with customer demands while prioritizing deferred maintenance items to keep the facility operating safely and efficiently. Some of these improvements include the deck expansion (Snapper's Field Improvement Project), bath house flooring replacement, and pool basin painting project.

There are two major items for the upcoming year that will need to be addressed. First, the sand filter system which was replaced in 1997 and has a life of 15 to 20 has one or more hairline cracks that leak water into the pump room (see photos). While it does fully operate today, these are signs of an imminent system failure that will result in an immediate and prolonged shut down of the facility. Secondly, the chemical controller that monitors and feeds chemicals to the pool experiences intermittent failures requiring manual intervention to insure the pool remains in specified regulatory ranges to stay open.

Replacement of both of these items require licensed engineering drawings and a permit from the Illinois Department of Public Health. Staff has procured engineering drawings for the replacement of these two items and secured pending approval from the Illinois Department of Health.

At this time, we are requesting that the Committee of the Whole provide direction authorizing staff to issue a request for proposals for this work. Based on informal estimates provided to the Village, this work may cost at least \$100,000 to \$125,000 to perform (equipment and labor).

Due to the lead-time to fabricate a new filtration system and avoid any interruption for the 2020 pool season, staff is recommending that this work occur in the fall or winter. At this time, it is anticipated that existing fund balance in the Park Improvement Fund be used to finance this expense.

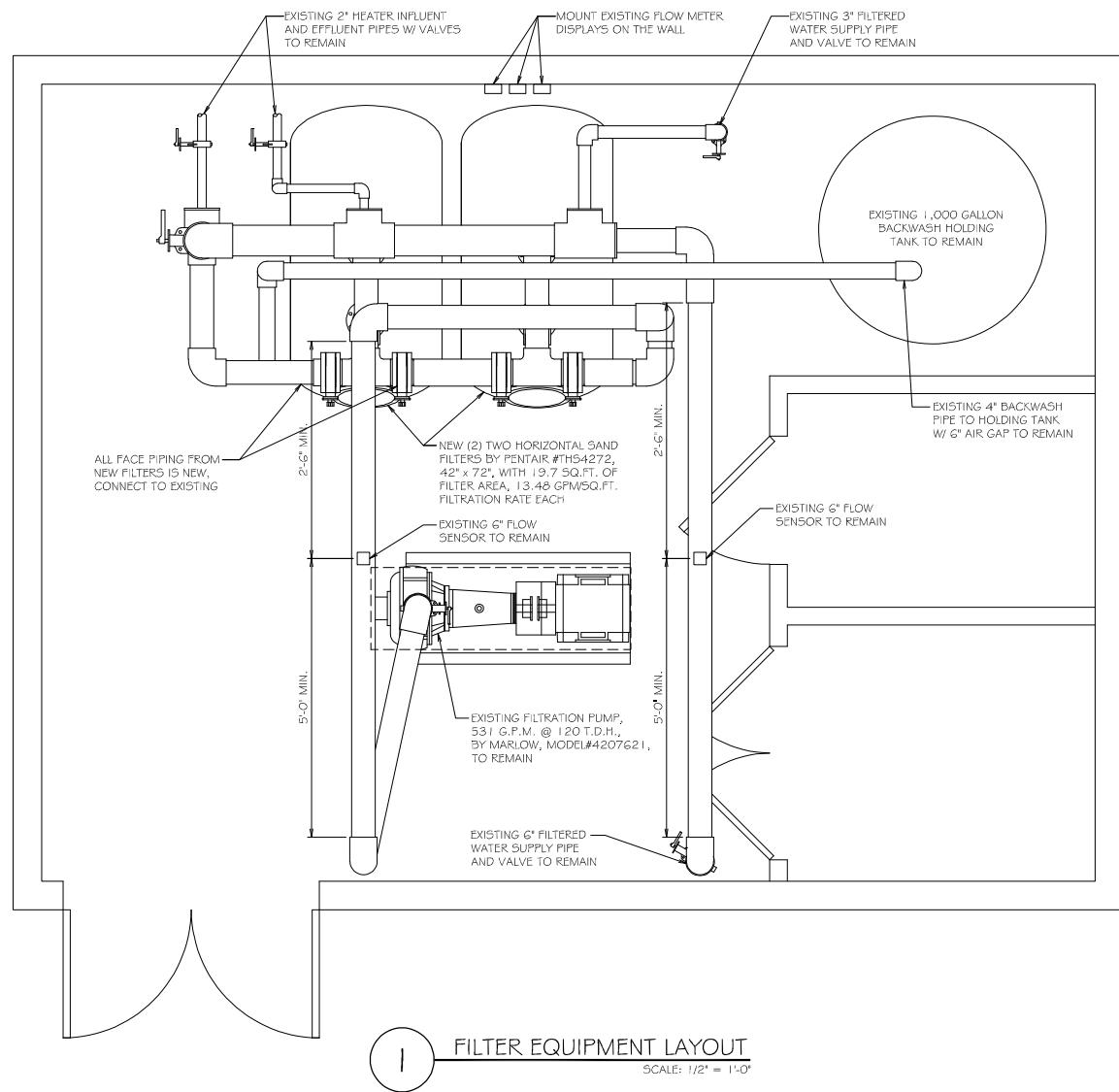
If this is amenable to the Committee of the Whole, staff will bring an agreement back for consideration, once proposals are received for this work by eligible, prequalified contractors.

**C:** Michael Kumbera, Assistant Village Manager  
Mike Reif, Internal Services Supervisor

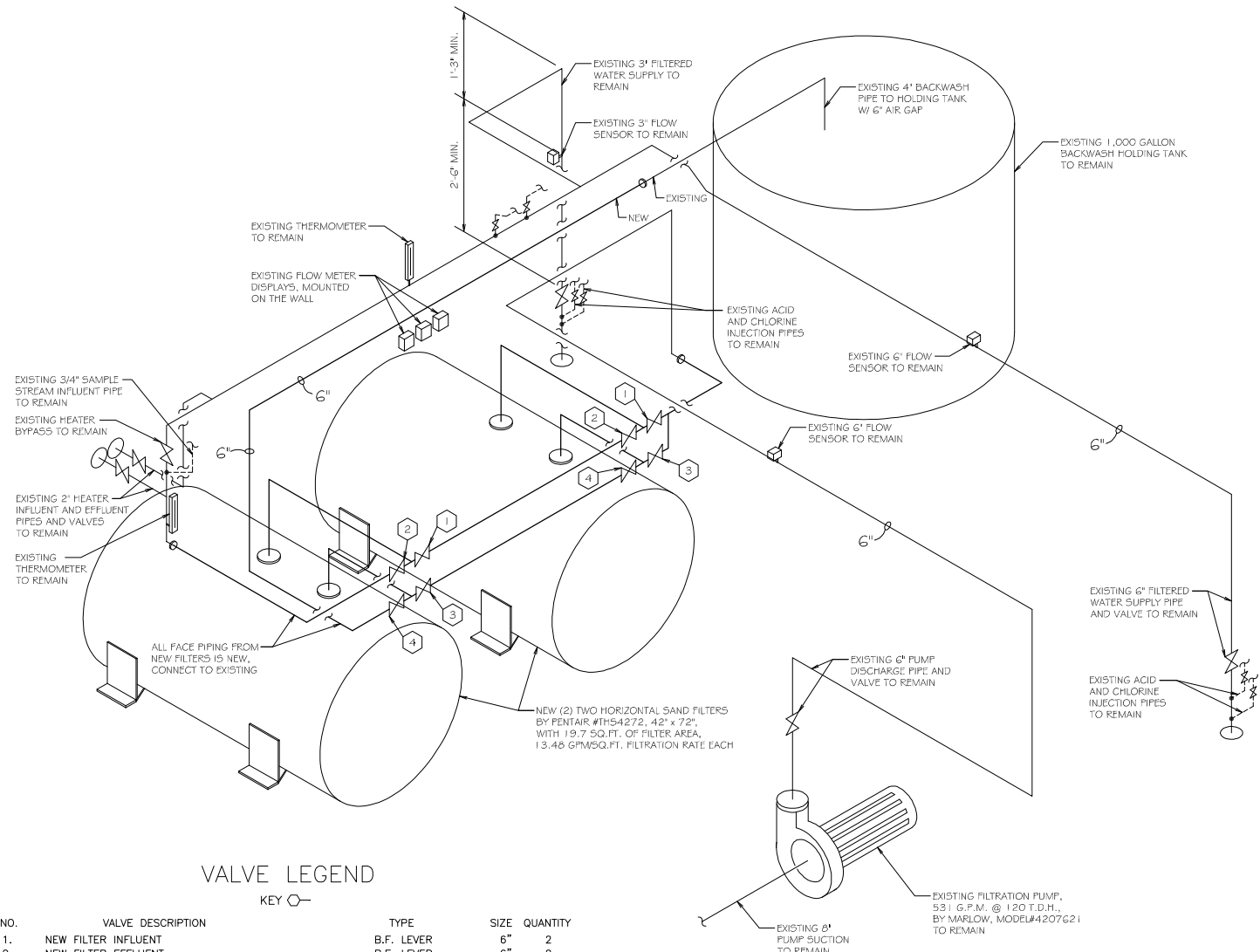


**Current Sand Filter Condition:**





1 FILTER EQUIPMENT LAYOUT  
SCALE: 1/2" = 1'-0"



VALVE LEGEND

NO.	VALVE DESCRIPTION	TYPE	SIZE	QUANTITY
1.	NEW FILTER INFLUENT	B.F. LEVER	6"	2
2.	NEW FILTER EFFLUENT	B.F. LEVER	6"	2
3.	NEW FILTER INFLUENT	B.F. LEVER	6"	2
4.	NEW FILTER BACKWASH	B.F. LEVER	6"	2

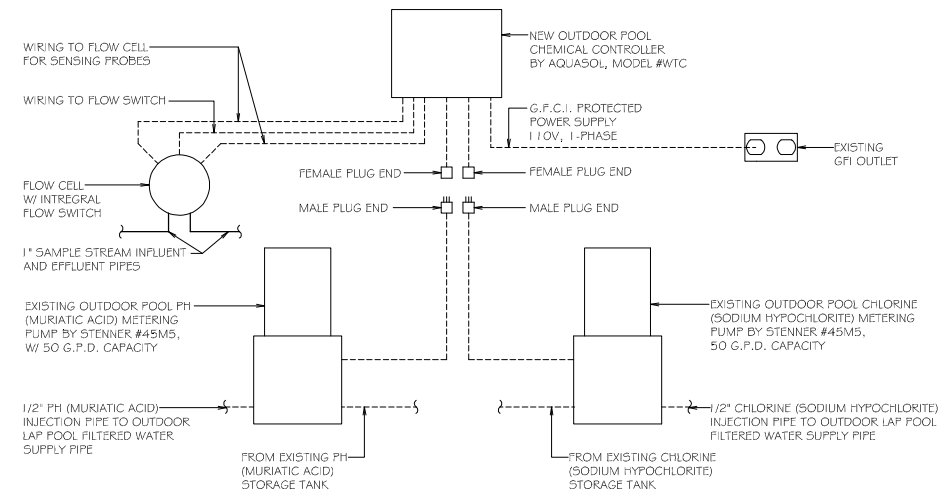
T.U. = TRUE UNION    B.F. = BUTTERFLY

2 POOL FILTRATION DIAGRAM  
NOT TO SCALE

FILTER INSTALLATION NOTES:

- ALL PLUMBING WORK, THROUGHOUT THE ENTIRE PROJECT, SHALL COMPLY AND BE IN ACCORDANCE WITH THE ILLINOIS STATE PLUMBING CODE.
- NEW POOL RE-CIRCULATION LINES TO BE SCHEDULE 80 PVC PIPE (ASTM D1785), UNLESS OTHERWISE SPECIFIED. ALL PIPE FITTINGS TO BE SCHEDULE 80 PVC (ASTM D2467), UNLESS OTHERWISE SPECIFIED. PVC PIPING SHALL BE STAMPED WITH N.S.T. SEAL OF APPROVAL.
- THE FILTER DRAIN SHALL BE PIPED TO WASTE WITH A SIX (6) INCH FREE LAP AT THE POINT OF DISPOSAL.
- THESE DRAWINGS ARE INTENDED FOR SCHEMATIC USE ONLY. FINAL PIPE LOCATIONS TO BE FIELD VERIFIED BY POOL CONTRACTOR.
- THE FILTER TO BE BACKWASHED AT A RATE OF 1.5 G.P.M. PER SQ. FT. OF FILTER AREA.

DATA	EXISTING POOL
WATER SURFACE AREA:	5,585 SQ. FT.
CAPACITY:	175,000 GALLONS
FLOW RATE:	531 G.P.M.
VOLUME TURN OVER RATE:	5.5 HOURS



3 CHEMICAL SYSTEM INSTALLATION DETAIL  
(EXISTING OUTDOOR POOL) NOT TO SCALE

NOTES:

- THE NEW CHEMICAL CONTROLLER SHALL BE PROVIDED WITH A FLOW SWITCH WHICH WILL TURN OFF THE CHEMICAL METERING PUMPS WHEN THE FILTRATION PUMP(S) IS NOT IN OPERATION. INFLUENT AND EFFLUENT PIPING FOR THE FLOW SWITCH SHALL ORIGINATE FROM THE FILTERED WATER SUPPLY PIPE SO THE CHEMICAL METERING PUMPS DO NOT OPERATE DURING THE BACKWASH CYCLE.
- CONTRACTOR SHALL COORDINATE WITH THE OWNER AND TO ENSURE THAT THE EXISTING RECEPTACLE THAT THE CHEMICAL CONTROLLER IS TO BE PLUGGED INTO IS PROPERLY WIRED AND PROTECTED IN THE ELECTRICAL PANEL WITH A CIRCUIT BREAKER OF AT LEAST 15 AMPS.
- CONTRACTOR TO COORDINATE DEMOLITION OF ALL EXISTING CHEMICAL SYSTEM COMPONENTS WITH OWNER.
- CONTRACTOR TO PERMANENTLY MOUNT ALL EQUIPMENT AND COORDINATE LOCATIONS WITH OWNER.



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

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

DATE: August 27, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Contract Approval – Grand Reserve Drainage Repairs*

---

Please see the attached memo from Christopher B. Burke Engineering 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 Village has a history working with V3 Construction Group on past projects of this nature, using them as both a design engineer and a construction contractor.

The engineer's estimate of probable cost, compiled by CBBEL on 8/2/2019, was \$222,350.00. The low bidder price came in at \$247,000.00. Per the recommendation put together by CBBEL and the analysis of the late season bids, we feel 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 04900300 43370, Street Improvement Fund, in the amount of \$300,000.00. Therefore, the low bid is still \$53,000.00 lower than our budgeted amount.

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 V3 Construction Group for Grand Reserve Drainage Repairs to in the amount of \$247,000.00.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

August 26, 2019

Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

Attention: Bob Mitchard – Public Works Director

Subject: Grand Reserve Ditch Improvements  
**Bid Results**  
(CBBEL Project No. 07-0273.00102)

Dear Mr. Mitchard:

On Thursday, August 22, 2019 at 10:00 a.m., bids were received and opened for the aforementioned project. Three bids were received and have been summarized below.

<u>COMPANY</u>	<u>BID</u>
Engineer's Estimate	\$ 222,350.00
<b>V3 Construction Group</b>	<b>\$ 247,000.00</b>
ENCAP Incorporated	\$ 315,079.50

V3 Construction Group is the low bidder with a bid amount of \$ 247,000.00. Due to the project being let late in the bidding season and the current abundance of construction work, there has been a rise in construction costs. The Village has a good reputation with V3 Construction Group and CBBEL believes their bid to be in order. Therefore, our office recommends accepting V3 Construction Group's bid for the amount of \$ 247,000.000. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee. M. Fell, PE

Assistant Department Head, Civil Engineering Design

cc: Michele Zimmerman – Village of Algonquin (w/ enclosed)

Christopher B. Burke Engineering  
 9575 W. Higgins Road Suite 600  
 Rosemont, IL 60018

VILLAGE OF ALGONQUIN  
 GRAND RESERVE DITCH IMPROVEMENTS  
 (CBBEL PROJECT NO.: 070273.00102)

BID TAB  
 DATE: August 22, 2019

CODE	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		V3 CONSTRUCTION		ENCAP INCORPORATED	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$ 40.00	\$ 400.00	\$ 130.00	\$ 1,300.00	\$ 55.00	\$ 550.00
20101100	TREE TRUNK PROTECTION	EACH	1	\$ 125.00	\$ 125.00	\$ 190.00	\$ 190.00	\$ 550.00	\$ 550.00
20200100	EARTH EXCAVATION	CU YD	1,144	\$ 50.00	\$ 57,200.00	\$ 38.00	\$ 43,472.00	\$ 100.00	\$ 114,400.00
21101625	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	2,620	\$ 5.00	\$ 13,100.00	\$ 10.00	\$ 26,200.00	\$ 20.00	\$ 52,400.00
*25100630	EROSION CONTROL BLANKET, NAG SC150 BN	SQ YD	2,620	\$ 2.50	\$ 6,550.00	\$ 3.50	\$ 9,170.00	\$ 3.40	\$ 8,908.00
28000400	PERIMETER EROSION BARRIER	FOOT	350	\$ 5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00	\$ 4.75	\$ 1,662.50
*28000510	INLET FILTERS	EACH	5	\$ 200.00	\$ 1,000.00	\$ 280.00	\$ 1,400.00	\$ 350.00	\$ 1,750.00
*28100107	STONE RIPRAP, CLASS A4	SQ YD	50	\$ 100.00	\$ 5,000.00	\$ 160.00	\$ 8,000.00	\$ 75.00	\$ 3,750.00
28200200	FILTER FABRIC	SQ YD	50	\$ 5.00	\$ 250.00	\$ 1.25	\$ 62.50	\$ 10.00	\$ 500.00
55100500	STORM SEWER REMOVAL, 12"	FOOT	35	\$ 15.00	\$ 525.00	\$ 42.00	\$ 1,470.00	\$ 100.00	\$ 3,500.00
*60108108	STORM SEWER UNDERDRAIN, 8" (ADS N-12 DUAL WALL - HDPE)	FOOT	850	\$ 55.00	\$ 46,750.00	\$ 38.00	\$ 32,300.00	\$ 30.00	\$ 25,500.00
*70100100	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 630.00	\$ 630.00	\$ 2,500.00	\$ 2,500.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	125	\$ 50.00	\$ 6,250.00	\$ 35.00	\$ 4,375.00	\$ 40.00	\$ 5,000.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 8,100.00	\$ 8,100.00	\$ 10,500.00	\$ 10,500.00
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00
*Z0022800	FENCE TO BE REMOVED AND SALVAGED	FOOT	65	\$ 40.00	\$ 2,600.00	\$ 75.00	\$ 4,875.00	\$ 105.00	\$ 6,825.00
*Z0075505	TIMBER RETAINING WALL TO BE REMOVED AND SALVAGED	FOOT	85	\$ 50.00	\$ 4,250.00	\$ 110.00	\$ 9,350.00	\$ 110.00	\$ 9,350.00
*X0323265	STONE RIPRAP REMOVAL	SQ YD	50	\$ 20.00	\$ 1,000.00	\$ 38.00	\$ 1,900.00	\$ 50.00	\$ 2,500.00
*X0327727	PLANTER TO BE REMOVED AND SALVAGED	EACH	2	\$ 250.00	\$ 500.00	\$ 810.00	\$ 1,620.00	\$ 2,500.00	\$ 5,000.00
*NA	DRAIN BASIN, 24"	EACH	8	\$ 1,250.00	\$ 10,000.00	\$ 1,300.00	\$ 10,400.00	\$ 2,500.00	\$ 20,000.00
*NA	ROCK CROSS VANES	EACH	4	\$ 5,000.00	\$ 20,000.00	\$ 7,800.00	\$ 31,200.00	\$ 2,100.00	\$ 8,400.00
*NA	MAINTENANCE AND MONITORING	YEAR	3	\$ 3,000.00	\$ 9,000.00	\$ 2,900.00	\$ 8,700.00	\$ 4,750.00	\$ 14,250.00
*NA	SEEDING (MESIC PRAIRIE)	ACRE	0.46	\$ 5,000.00	\$ 2,300.00	\$ 16,300.00	\$ 7,498.00	\$ 3,300.00	\$ 1,518.00
*NA	SEEDING (WET PRAIRIE)	ACRE	0.08	\$ 5,000.00	\$ 400.00	\$ 12,300.00	\$ 984.00	\$ 2,700.00	\$ 216.00
*NA	TEMPORARY COFFERDAMS, BYPASS PUMPING, SEDIMENT FILTER BAG AND DEWATERING	L. SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 25,578.50	\$ 25,578.50	\$ 10,000.00	\$ 10,000.00
*NA	WET PRAIRIE PLANT PLUGS	EACH	900	\$ 6.00	\$ 5,400.00	\$ 6.75	\$ 6,075.00	\$ 4.50	\$ 4,050.00
				<b>TOTAL =</b>	<b>\$ 222,350.00</b>	<b>TOTAL =</b>	<b>\$ 247,000.00</b>	<b>TOTAL =</b>	<b>\$ 315,079.50</b>

\*INDICATES SPECIAL PROVISION

# VILLAGE OF ALGONQUIN

## BID PROPOSAL FOR GRAND RESERVE CREEK IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$ 130.00	\$ 1,300.00
20101100	TREE TRUNK PROTECTION	EACH	1	\$ 190.00	\$ 190.00
20200100	EARTH EXCAVATION	CU YD	1,144	\$ 38.00	\$ 43,472.00
21101625	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	2,620	\$ 10.00	\$ 26,200.00
*25100630	EROSION CONTROL BLANKET, NAG SC150 BN	SQ YD	2,620	\$ 3.50	\$ 9,170.00
28000400	PERIMETER EROSION BARRIER	FOOT	350	\$ 5.00	\$ 1,750.00
*28000510	INLET FILTERS	EACH	5	\$ 280.00	\$ 1,400.00
*28100107	STONE RIPRAP, CLASS A4	SQ YD	50	\$ 160.00	\$ 8,000.00
28200200	FILTER FABRIC	SQ YD	50	\$ 1.25	\$ 62.50
55100500	STORM SEWER REMOVAL, 12"	FOOT	35	\$ 42.00	\$ 1,470.00
*60108108	STORM SEWER UNDERDRAIN, 8" (ADS N-12 DUAL WALL - HDPE)	FOOT	850	\$ 38.00	\$ 32,300.00
*70100100	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ 630.00	\$ 630.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	125	\$ 35.00	\$ 4,375.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 8,100.00	\$ 8,100.00
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	\$ 400.00	\$ 400.00
*Z0022800	FENCE TO BE REMOVED AND SALVAGED	FOOT	65	\$ 75.00	\$ 4,875.00
*Z0075505	TIMBER RETAINING WALL TO BE REMOVED AND SALVAGED	FOOT	85	\$ 110.00	\$ 9,350.00

## VILLAGE OF ALGONQUIN

*X0323265	STONE RIPRAP REMOVAL	SQ YD	50	\$ 38.00	\$ 1,900.00
*X0327727	PLANTER TO BE REMOVED AND SALVAGED	EACH	2	\$ 810.00	\$ 1,620.00
*NA	DRAIN BASIN, 24"	EACH	8	\$ 1,300.00	\$ 10,400.00
*NA	ROCK CROSS VANES	EACH	4	\$ 7,800.00	\$ 31,200.00
*NA	MAINTENANCE AND MONITORING	YEAR	3	\$ 2,900.00	\$ 8,700.00
*NA	SEEDING (MESIC PRAIRIE)	ACRE	0.46	\$ 16,300.00	\$ 7,498.00
*NA	SEEDING (WET PRAIRIE)	ACRE	0.08	\$ 12,300.00	\$ 984.00
*NA	TEMPORARY COFFERDAMS, BYPASS PUMPING, SEDIMENT FILTER BAG AND DEWATERING	L. SUM	1	\$ 25,578.50	\$ 25,578.50
*NA	WET PRAIRIE PLANT PLUGS	EACH	900	\$ 6.75	\$ 6,075.00
TOTAL BID					\$ 247,000.00

### **PLEASE NOTE BEFORE SUBMITTING A BID**

#### **PRE-QUALIFICATION**

**THE GENERAL CONTRACTOR THAT PERFORMS ALL PAY ITEMS ON THIS CONTRACT MUST MEET THE SPECIFICATIONS BELOW:**

The general contractor performing ALL work in this contract must have a degreed ecologist, who has knowledge in streambank restoration and restoration ecology, on staff who has been employed by said company for at least 2 years. A resume for the ecologist will be **required** to be submitted as part of this bid. This person must be on site daily during construction to supervise the technical nature of the project and make sure specs are met and that the restoration is completed successfully. If such documentation is not provided, or is inadequate, the owner shall have the right to reject the bid.

Qualification for the contractor will be **required** to be submitted as part of this bid. These include a company portfolio, as well as evidence and documentation that the company has a minimum of ten years experience in similar work restoring natural communities and streambank restoration. The contractor must also show that they have successfully completed at least 10 projects, with at least one project per year for the past 10 years.

# VILLAGE OF ALGONQUIN

Past projects shall be listed as the owner will verify that the projects have been completed, are viable and still functioning per the original specifications with no significant infrastructure and native plant failures. If inadequate work product is found in past projects, the owner shall have the right to reject the bid.

The successful bidder will ensure that they have a degreed ecologist on staff that has been employed by said bidder for at least 2 years and will be available for the duration of the project and the post construction maintenance and monitoring period.

Written Out Grand Total:

TWO HUNDRED FORTY SEVEN THOUSAND DOLLARS

Contractor: V3 CONSTRUCTION GROUP, LTD.

Signature: \_\_\_\_\_



Date: 08/22/2019

Title: PRESIDENT



VILLAGE OF ALGONQUIN

**BID CERTIFICATION**  
**FOR**  
**GRAND RESERVE CREEK IMPROVEMENTS**

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.

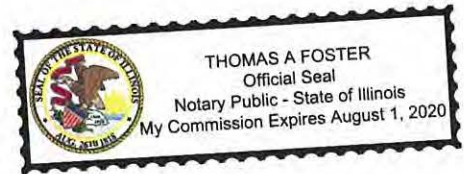
The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly 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.

MICHAEL FAMIGLIETTI, P.E., being duly sworn, deposes and say that he/she is the  
PRESIDENT of V3 CONSTRUCTION GROUP, LTD. and that the statement above is true and correct.

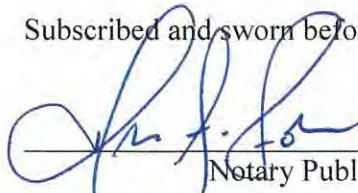
Dated this 22ND Day of AUGUST, 2019.

By:   
(Signature)

Its: PRESIDENT  
(Title)



Subscribed and sworn before me this 22ND day of AUGUST, 2019

  
Notary Public

STATE OF ILLINOIS, COUNTY OF DeKALB

# AIA® Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
V3 Construction Group, LTD  
7325 Janes Avenue  
Woodridge, IL 60517

**SURETY:**

(Name, legal status and principal place of business)  
Washington International Insurance Company: New Hampshire Corporation  
1450 American Lane, Suite 1100  
Schaumburg, IL 60173

**OWNER:**

(Name, legal status and address)  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

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

**BOND AMOUNT:** Five Percent of the Amount of Bid----- (--5%--)

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

**PROJECT:**

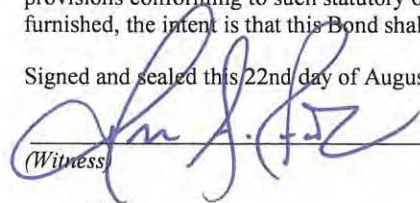
(Name, location or address, and Project number, if any)  
Grand Reserve Creek Improvements

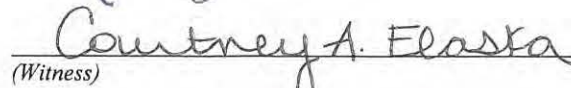
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.


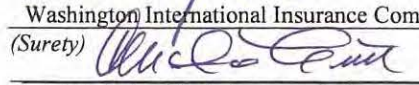
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 22nd day of August, 2019.

  
(Witness)

  
(Witness)

V3 Construction Group, LTD  
(Principal)  (Seal)  
(Title) PRESIDENT  
Washington International Insurance Company  
(Surety)  (Seal)  
(Title) Christine Eitel, Attorney In Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**                      SS.:

On this 22nd day of August, 2019, before me personally appeared **Christine Eitel**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Washington International Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Courtney A. Flaska  
Notary Public in and for the above County and State

My Commission Expires: 03/20/21



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

J.S. POHL, ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHERENE L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON  
ROBERT W. MIELKE, KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, BRIEN T. SPODEN, LUCIANNE BISCHOFF and CHRISTINE EITEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of APRIL, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 8th day of APRIL, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of August, 2019.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

# VILLAGE OF ALGONQUIN

## **BID PERFORMANCE REFERENCES** **FOR** **GRAND RESERVE CREEK IMPROVEMENTS**

Company Name: ..... : Forest Pres Dist. of DuPage Co.

Address ..... : 3 S 580 Naperville Road

City & State ..... : Wheaton, IL 60189-8761

Telephone Number..... : 630-933-7200

Person To Contact..... : Brock Lovelace

Title/Position..... : Project Manager

Contact Email..... : blovelace@dupageforest.org

Company Name: ..... : DuPage County - SWM

Address ..... : 421 North County Farm Rd

City & State ..... : Wheaton, IL 60187

Telephone Number..... : 630-407-6728

Person To Contact..... : Jenna Fahey

Title/Position..... : Wetland Supervisor

Contact Email..... : Jenna.Fahey@dupageco.org

Company Name: ..... : Lake County Forest Preserve

Address ..... : 1899 West Winchester Rd

City & State ..... : Libertyville, IL 60048

Telephone Number..... : 847-968-3275

Person To Contact..... : Michael Haug

Title/Position..... : Project Manager

Contact Email..... : mhaug@lcfpd.org

# VILLAGE OF ALGONQUIN

## **BID PERFORMANCE REFERENCES** **FOR** **GRAND RESERVE CREEK IMPROVEMENTS**

Company Name: Campton Township  
Address: 4N498 Town Hall Road  
City & State: St. Charles, Illinois 60175  
Telephone Number: 630-387-1016  
Contact Person: John Kupar  
Title/Position: Supervisor  
Contact Email: supervisor@camptontownship.com

Company Name: Village of Orland Park  
Address: 14700 Ravinia Avenue  
City & State: Orland Park, IL 60462  
Telephone Number: 708-403-6150  
Contact Person: Gary Couch  
Title/Position: Supervisor  
Contact Email: gcouch@orlandpark.org

Company Name: Wheaton Park District  
Address: 855 W. Prairie Avenue  
City & State: Wheaton, IL 60187  
Telephone Number: 630-665-4710  
Contact Person: Steve Hinchee  
Title/Position: Director  
Contact Email: shinchee@wheatonparks.org

# VILLAGE OF ALGONQUIN

## **BID PERFORMANCE REFERENCES** **FOR** **GRAND RESERVE CREEK IMPROVEMENTS**

Company Name: Village of Gurnee  
Address: 325 North O'Plaine Road  
City & State: Gurnee, Illinois 60031  
Telephone Number: 847-599-7550  
Contact Person: David DePino  
Title/Position: City Engineer  
Contact Email: davidd@village.gurnee.il.us

Company Name: Elmhurst Chicago Stone Company  
Address: 400 West First Street  
City & State: Elmhurst, Illinois 60126  
Telephone Number: 630-832-4000  
Contact Person: Jeff Brown  
Title/Position: Vice President  
Contact Email: jbrown@ecstone.com

Company Name: Village of Downers Grove  
Address: 801 Burlington Avenue  
City & State: Downers Grove, Illinois 60515  
Telephone Number: 630-434-5500  
Contact Person: John Welch  
Title/Position: Assistant Director, Engineering  
Contact Email: jwelch@downers.us

## VILLAGE OF ALGONQUIN

Company Name: Village of Lake Bluff  
Address: 40 East Center Avenue  
City & State: Lake Bluff, Illinois 60044  
Telephone Number: 847-234-0774  
Contact Person: Jeff Hansen  
Title/Position: Village Engineer  
Contact Email: [jhansen@lakebluff.org](mailto:jhansen@lakebluff.org)



# VILLAGE OF ALGONQUIN

## NON-COLLUSION CERTIFICATION **FOR** **GRAND RESERVE CREEK IMPROVEMENTS**

By Submission of this proposal, the Bidder MICHAEL FAMIGLIETTI, P.E. certifies,  
Name of Bidder

That (s)he is PRESIDENT of V3 CONSTRUCTION GROUP, LTD. 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  
NON-COLLUSION CERTIFICATION  
FOR  
GRAND RESERVE CREEK  
IMPROVEMENTS**

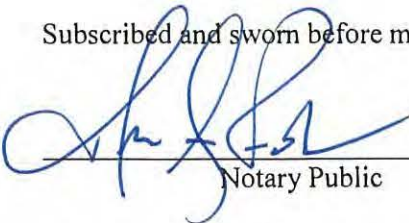
MICHAEL FAMIGLIETTI, P.E., being duly sworn, deposes and say that he/she is the  
PRESIDENT of V3 CONSTRUCTION GROUP, LTD. and that the statement above is true  
and correct.

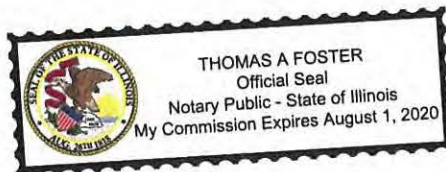
Dated this 22ND Day of AUGUST, 2019.

By:   
(Signature)

Its: PRESIDENT  
(Title)

Subscribed and sworn before me this 22ND day of AUGUST, 2019

  
Notary Public



STATE OF ILLINOIS, COUNTY OF DeKALB



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

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

DATE: August 27, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Management Services – Grand Reserve Drainage Repairs*

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Attached you will find a proposal from Christopher B. Burke Engineering for construction management services in the amount of \$20,520.00 for the Grand Reserve Drainage Repair project. Construction management services for this project were passed as part of the 2019–2020 FY budget in account 04900300-42232, Street Improvement Fund, in the amount of \$30,000.00. This project is described as the construction of drainage improvements consisting of native seeding and stream restoration, ditch re-grading, storm sewer underdrain, riprap installation, wetland seeding, and native restoration.

Christopher B. Burke Engineering 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.

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 Grand Reserve Drainage Repairs to Christopher B. Burke Engineering for \$20,520.00.

**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**

The Village of Algonquin is requesting a proposal for Phase III Engineering Services based on the bid plans dated August 2, 2019.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items including Erosion Control, Storm Sewers, Earth Excavation and Embankment.
- Provide information to the Village so you can update your website with construction updates.

## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

## 3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Enforcement of soil erosion and sediment controls to ensure compliance with US Army Corps of Engineers Permit.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Ecological Services

CBBEL will utilize AES for the Ecological Inspections required of this contract.

5A. Ecological Contract Management

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Verify all necessary material inspection has been received and documented.

5B. Ecological Observation

- Part Time presence of a Village approved Inspector responsible for observation of contract work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; the Inspector shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.

5C. Project Documentation

- 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)

- Inspector shall keep a record of the proper preparation of the site for seeding. This includes documenting proper herbicide application types, locations, and rates.
- 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.

6. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit the job box to the Village with all pertinent project information.

**IV. MAN-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services				
Engineer IV	14 hrs x \$121/hr	=		\$1,694
Task A.2 Shop Drawing Review				
Engineer IV	2 hrs x \$121/hr	=		\$242
Task A. 3 Construction Observation				
Engineer IV	80 hrs x \$121/hr	=		\$9,680
Task A.4 Construction Documentation				
Engineer IV	8 hrs x \$121/hr	=		\$968
Task A. 5 Ecological Services				\$6000
Task A.6 Project Closeout				
Engineer IV	16 hrs x \$121/hr	=		<u>\$1,936</u>
		<b>Total</b>		<b>\$20,520</b>

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  \_\_\_\_\_

Title: Executive Vice President

Date: 8/13/12



**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



## Consulting Proposal and Agreement

### Project Information

Project Name: Grand Reserve Construction Oversight  
AES Project Number: 19-0651  
Branch: West Dundee, IL

August 12, 2019

Kevin Wilson, PE  
Assistant Department Head, Construction Engineering  
Water Resources Project Manager  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

Re: Agreement and Authorization for Services by Applied Ecological Services, Inc. (AES) for Christopher B. Burke Engineering, Ltd.

Dear Kevin,

Thank you for the opportunity to provide this proposal to perform construction oversight services related to the ecological components of the Grand Reserve Ditch Restoration Project. For your review, we have enclosed our scope of work based on our understanding of your request for services.

We are confident you will find that AES provides exceptional expertise, service, and value and we look forward to working with you on this project. Please call with any questions regarding this proposal and supporting documents.

Once reviewed and signed, please return this Agreement according to the instructions on the signature page.

Sincerely,

Steve Zimmerman  
Senior Ecologist  
120 West Main St.  
West Dundee, IL 60118  
Office: 847-844-9385  
Cell: 773-507-0982  
[stevez@appliedeco.com](mailto:stevez@appliedeco.com)

**I. SCOPE OF WORK**

**Task 1. Construction Oversight: Ecological Components**

Per the direction of CBBEL, AES will provide construction oversight for the ecological components of the Grand Reserve Ditch Restoration Project. The anticipated project timeframe is September-December 2019. AES staff (Ecologists and/or Landscape Architects) will be present each day during construction activity to help resolve errors, omissions, and oversights found in the project plans and specifications by informing CBBEL, who will then communicate directly with the Contractor and/or Village of Algonquin. When appropriate, AES will provide e-mail or phone correspondence with CBBEL to document issues and change orders that may arise. AES will neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedures and process.

Construction oversight will specifically be completed for the following:

- 1) Site Preparation (herbiciding & soil preparation for native seeding)
- 2) Earthwork (riffles/cross vanes)
- 3) Erosion & Sediment Control (erosion blanket & straw mulch)
- 4) Ecological Restoration (native seeding/planting)

All documentation will be kept in electronic format and include photos of soil preparation, native seeding/planting, cross vanes/riffles, and erosion control. AES will also verify and document, prior to placement, all native seed mixes and native plants. Copies of all seed tickets and pictures of all plant materials will be documented. AES will also attend up to two project meetings if requested.

Note: Construction Oversight will not extend into 3-Year Management period that is required for the project.

*Product:* Construction oversight services

*Lump Sum Fee:* \$6,000

**Total Lump Sum Fee Task 1:                      \$6,000**

**Billing Information:**

Total amount of contract: **\$6,000**

Payment:

- Estimated Fees
- Estimated Fees, Not-to-Exceed (per fee schedule, with not-to-exceed amount)
- Lump Sum (% complete, by project total)
- Lump Sum by Task (% complete by task, no hourly detail)
- Time and Materials

**Special Billing Instructions:** Not Applicable

**Reimbursable Expenses:**

- Reimbursable expenses are included in the fee.
- Reimbursable expenses are not included in the fee and will be billed per the fee schedule.

Receipts Required:     Yes     No

Meals Charged:         Yes     No

Per Diems Charged:    Yes     No

Enclosure(s)

- Standard Terms and Conditions
- Exhibit A: AES Rate Schedule

Signature Page on Next Page

**Acceptance**

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the applicable deposit and this signed authorization.

**\*\*PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc.

Signature:		Date:
Name:		
Title:		
P.O. Box 256, 17921 Smith Rd.		
Brodhead, WI 53520		
Phone: 608-897-8641	Fax: 608-897-8486	
Email:		

Client:

Signature:		Date:
Name:		
Title:		
Company:		
Address:		
City, State, Zip:		
Phone:	Fax:	
Email:		

Billing Address:

<input type="checkbox"/> Mark if same as above.		
Company:		
Name:		
Title:		
Address:		
City, State, Zip:		
Phone:	Fax:	
Email:		

**Notes:**

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

## 2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The AES Rate Schedule may be modified by AES by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**  
Bank Address: **2006 1<sup>st</sup> Center Ave, Brodhead, WI 53520**  
Routing Number: **075903912**  
Checking Account Number: **200142519**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

## 4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the

Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

## 5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

## 6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit B**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence),

or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

**8. Indemnification.**

8.1. AES' Indemnification of Client. To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. Client's Indemnification of AES. To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. Independent Entities. Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

**10. Dispute Resolution.**

10.1. Direct Discussion. If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. Project Status During Dispute. If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. Mediation. If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

**11. Standard of Care / Warranties.**

11.1. Standard of Care. All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. Warranties. Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

**12. Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





## Exhibit A: RATE SCHEDULE

*Rates for Consultants and Support Services*

PROFESSIONAL TITLE	RATE
Principal Ecologist	\$ 150 – 250 /hour
Principal Ecotoxicologist	\$ 170 – 200 /hour
Principal Environmental Engineer	\$ 130 – 190 /hour
Senior Communications Consultant	\$ 170 /hour
Senior Ecologist	\$ 110 – 170 /hour
Senior Engineer	\$ 130 – 180 /hour
Senior Geologist	\$ 180 – 200 /hour
Senior Hydrologist	\$ 100 – 150 /hour
Senior Landscape Architect/Planner	\$ 130 – 200 /hour
Landscape Architect/Planner	\$ 100 – 170 /hour
Staff Cartographer/GIS analyst	\$ 80 – 140 /hour
Staff Ecologist	\$ 80 – 140 /hour
Staff Engineer	\$ 110 – 160 /hour
Staff Biologist	\$ 100 – 150 /hour
Staff Ecological/Landscape Designer	\$ 75 – 125 /hour
Associate Ecologist	\$ 50 – 75 /hour
Associate Ecological/Landscape Designer	\$ 50 – 75 /hour
CADD/GIS Draftsperson	\$ 75 – 125 /hour
Technical Assistant	\$ 60 /hour
Clerical	\$ 60 – 75 /hour
<b>OTHER SERVICES</b>	
Construction Oversight	\$ 80 – 120 /hour
Technical Writing	\$ 100 /hour
Automated Data Compliance/Processing	\$ 40 /hour
GPS System	\$ 250 /day
<b>EXPENSES</b>	
Transportation mileage	\$ 0.60 /mile
Per Diem	\$ 50 /person /day
Computer Plotting – Black and White	\$ 1.50 /square foot
Computer Plotting - Color	\$ 3 /square foot
Black and White Copies and Prints	\$ 0.10 /page
Color Copies and Prints	\$ 0.25 /page
11 x 17 prints – color	\$ 2 /sheet
CD burning	\$ 1 each
DVD burning	\$ 5 each
Scanning – small document	\$ 0.10 /page
Scanning – large document	\$ 3.50 /square foot
GPS Equipment	\$ 250 /day
Computer Processing	\$ 35 /hour

Corporate Plane Air Fare	\$ 2.85 /mile
Any additional services:	Cost plus 15%
Air or public transportation	
Lodging	
Supplies, maps, documents, data sets	
Analysis of soil and water samples	
Ecotoxicology samples	
Reprographics	
Specialized equipment	

\* Time spent in providing testimony for legal proceedings will be billed at double the normal hourly rate.

\* All rates are subject to change.

**Updated September 1, 2018.**



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: August 28, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Contract Approval – Souwanas Creek Reach 2 Improvements*

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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 Village has a history working with Applied Ecological Services on past projects of this nature, using them as both a design engineer and a construction contractor.

The engineer's estimate of probable cost, compiled by HR Green on 4/8/2019, was \$520,600.00. The low bid price came in at \$374,679.53. Per the recommendation put together by HR Green and the analysis of the line item bid prices, we feel 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 04900300 45593, Street Improvement Fund, in the amount of \$500,000.00. Therefore, the low bid is \$125,321.47 lower than our budgeted amount making this a very competitive project for the Village.

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 Applied Ecological Service for Souwanas Creek Reach 2 Improvements to in the amount of \$374,679.53.



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

▷ [HRGREEN.COM](http://HRGREEN.COM)

August 23, 2019

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

RE: Souwanas Creek Reach 2 Restoration  
Recommendation for Award  
Project No. VoA17-09-14A

Dear Mr. Mitchard:

The Village of Algonquin received three (3) bid proposals for Souwanas Creek Reach 2 Restoration at the bid opening on August 22, 2019. The improvements consist of restoration/rehabilitation and bank stabilization, along approximately 600 linear feet of Souwanas Creek, directly to the south of Souwanas Trail. The project will include riparian buffer native plantings, invasive tree and shrub removal, cross vane weir and j-hook installation, streambank stabilization, and floodplain shelf bank reshaping.

The three (3) bids ranged in price from a low bid of \$374,679.53 submitted by Applied Ecological Services, Inc., to a high bid of \$567,500.00 submitted by V3 Construction Group, and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find Applied Ecological Services to be the lowest qualified bidder.

HR Green recommends award of the contract to Applied Ecological Services, in the amount of \$374,679.53. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$517,840.00.

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

**Logan Gilbertsen, P.E., CFM**  
Lead Engineer, Water Resources

LG/tcn

Enclosure: Bid Tabulation

cc: Ms. Michelle Zimmerman, Village of Algonquin  
Mr. Ajay Jain, HR Green, Inc. .  
Mr. Akram Chaudhry, HR Green, Inc.

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**HR Green, Inc.**  
420 N. Front Street  
McHenry, IL 60050

Date: August 22, 2019

Project: Village of Algonquin Souwanas Creek Reach 2 Restoration		Engineer: LG Bids Rec'd: 3		<b>ENGINEER'S ESTIMATE</b>							
Job No.: VoA17-09-14A				Applied Ecological Services				Encap		V3	
NO.	DESCRIPTION	UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.01	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2,127	\$ 14.00	\$29,778.00	\$4.67	\$9,933.09	\$19.55	\$41,582.85	\$24.00	\$51,048.00
1.02	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	518	\$ 21.00	\$10,878.00	\$10.32	\$5,345.76	\$28.75	\$14,892.50	\$29.00	\$15,022.00
1.03	CLEARING AND GRUBBING	ACRE	3.44	\$11,000.00	\$37,840.00	\$3,725.00	\$12,814.00	\$8,000.00	\$27,520.00	\$10,200.00	\$35,088.00
1.04	TREE ROOT PRUNING	EACH	6	\$ 300.00	\$1,800.00	\$78.00	\$468.00	\$258.75	\$1,552.50	\$260.00	\$1,560.00
1.05	TREE PRUNING (1 TO 10IN. DIAMETER)	EACH	10	\$ 250.00	\$2,500.00	\$62.00	\$620.00	\$143.75	\$1,437.50	\$140.00	\$1,400.00
1.06	TREE PRUNING (OVER 10IN. DIAMETER)	EACH	44	\$ 300.00	\$13,200.00	\$68.00	\$2,992.00	\$258.75	\$11,385.00	\$260.00	\$11,440.00
1.07	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	66	\$ 50.00	\$3,300.00	\$81.00	\$5,346.00	\$72.00	\$4,752.00	\$54.00	\$3,564.00
1.08	TEMPORARY STREAM CROSSING	L SUM	1	\$ 8,500.00	\$8,500.00	\$10,701.00	\$10,701.00	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00
1.09	INLET AND PIPE PROTECTION	EACH	4	\$ 200.00	\$800.00	\$231.00	\$924.00	\$450.00	\$1,800.00	\$260.00	\$1,040.00
1.10	TEMPORARY DITCH CHECKS	FOOT	96	\$ 15.00	\$1,440.00	\$11.00	\$1,056.00	\$7.00	\$672.00	\$44.00	\$4,224.00
1.11	PERIMETER EROSION BARRIER	FOOT	1,327	\$ 5.00	\$6,635.00	\$4.20	\$5,573.40	\$4.50	\$5,971.50	\$5.00	\$6,635.00
1.12	TEMPORARY FENCE	FOOT	540	\$ 15.00	\$8,100.00	\$4.39	\$2,370.60	\$4.60	\$2,484.00	\$3.25	\$1,755.00
1.13	EARTH EXCAVATION	CU YD	553	\$ 60.00	\$33,180.00	\$51.00	\$28,203.00	\$60.00	\$33,180.00	\$50.00	\$27,650.00
1.14	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	410	\$ 15.00	\$6,150.00	\$33.00	\$13,530.00	\$50.00	\$20,500.00	\$28.00	\$11,480.00
1.15	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	616	\$ 21.00	\$12,936.00	\$10.17	\$6,264.72	\$10.00	\$6,160.00	\$9.00	\$5,544.00
1.16	SOIL PREPARATION	ACRE	3.24	\$ 4,250.00	\$13,770.00	\$2,079.00	\$6,735.96	\$1,100.00	\$3,564.00	\$2,600.00	\$8,424.00
1.17	SEEDING, CLASS 1	ACRE	0.29	\$ 4,400.00	\$1,276.00	\$6,910.00	\$2,003.90	\$2,500.00	\$725.00	\$7,400.00	\$2,146.00
1.18	SEEDING (SPECIAL - MESIC SAVANNA)	ACRE	1.69	\$ 5,800.00	\$9,802.00	\$4,187.00	\$7,076.03	\$6,200.00	\$10,478.00	\$9,800.00	\$16,562.00
1.19	SEEDING (SPECIAL - FLOODPLAIN)	ACRE	0.79	\$ 3,600.00	\$2,844.00	\$2,586.00	\$2,042.94	\$2,575.00	\$2,034.25	\$8,000.00	\$6,320.00
1.20	SEEDING (SPECIAL - WET PRAIRIE/SEDGE MEADOW)	ACRE	0.48	\$ 2,600.00	\$1,248.00	\$2,470.00	\$1,185.60	\$2,300.00	\$1,104.00	\$7,800.00	\$3,744.00
1.21	TREES - 2.5" CALIPER	EACH	18	\$ 750.00	\$13,500.00	\$677.00	\$12,186.00	\$650.00	\$11,700.00	\$670.00	\$12,060.00
1.22	MULCH, METHOD 2 - STRAW MULCH	ACRE	1.69	\$ 3,630.00	\$6,135.00	\$1,425.00	\$2,408.25	\$2,850.00	\$4,816.50	\$4,200.00	\$7,098.00
1.23	EROSION CONTROL BLANKET - NETLESS	SQ YD	1,382	\$ 6.50	\$8,983.00	\$2.95	\$4,076.90	\$3.25	\$4,491.50	\$2.75	\$3,800.50
1.24	EROSION CONTROL BLANKET - S75	SQ YD	5,829	\$ 2.75	\$16,030.00	\$1.90	\$11,075.10	\$2.05	\$11,949.45	\$2.75	\$16,029.75
1.25	EROSION CONTROL BLANKET - SC-150-BN	SQ YD	604	\$ 3.75	\$2,265.00	\$3.57	\$2,156.28	\$3.30	\$1,993.20	\$3.50	\$2,114.00
1.26	STONE RIPRAP, CLASS A1	SQ YD	703	\$ 65.00	\$45,695.00	\$35.00	\$24,605.00	\$20.00	\$14,060.00	\$70.00	\$49,210.00
1.27	STONE RIPRAP, CLASS A5	SQ YD	703	\$ 165.00	\$115,995.00	\$154.00	\$108,262.00	\$80.00	\$56,240.00	\$160.00	\$112,480.00
1.28	CROSS VANE SPECIAL	EACH	7	\$ 6,500.00	\$45,500.00	\$5,062.00	\$35,434.00	\$5,000.00	\$35,000.00	\$9,700.00	\$67,900.00
1.29	J-HOOK SPECIAL	EACH	2	\$ 5,000.00	\$10,000.00	\$3,068.00	\$6,136.00	\$4,500.00	\$9,000.00	\$7,000.00	\$14,000.00
1.30	REMOVE CONCRETE FOUNDATION	EACH	1	\$ 2,000.00	\$2,000.00	\$1,553.00	\$1,553.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00
1.31	REMOVE EXISTING FENCE	FOOT	255	\$ 2.00	\$510.00	\$12.00	\$3,060.00	\$10.00	\$2,550.00	\$8.50	\$2,167.50
1.32	FENCE REMOVE AND REPLACE	FOOT	45	\$ 50.00	\$2,250.00	\$50.00	\$2,250.00	\$165.00	\$7,425.00	\$66.00	\$2,970.00
1.33	TEMPORARY FLOW BYPASS	L SUM	1	\$25,000.00	\$25,000.00	\$18,942.00	\$18,942.00	\$5,000.00	\$5,000.00	\$30,624.25	\$30,624.25
1.34	MONITORING AND MAINTENANCE	YEAR	3	\$ 6,000.00	\$18,000.00	\$5,783.00	\$17,349.00	\$9,250.00	\$27,750.00	\$7,900.00	\$23,700.00
<b>Total =</b>					\$517,840.00		\$374,679.53		\$390,270.75		\$567,500.00

^  
LOW BIDDER

# VILLAGE OF ALGONQUIN

## BID PROPOSAL (LINE ITEM)

### FOR

### SOUWANAS CREEK REACH 2 RESTORATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
1.01	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2,127	\$4.67	\$9,933.09
1.02	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	518	\$10.32	\$5,345.76
1.03	CLEARING AND GRUBBING	ACRE	3.44	\$3,725.00	\$12,814.00
1.04	TREE ROOT PRUNING	EACH	6	\$78.00	\$468.00
1.05	TREE PRUNING (1 TO 10IN. DIAMETER)	EACH	10	\$62.00	\$620.00
1.06	TREE PRUNING (OVER 10IN. DIAMETER)	EACH	44	\$68.00	\$2,992.00
1.07	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	66	\$81.00	\$5,346.00
1.08	TEMPORARY STREAM CROSSING	L SUM	1	\$10,701.00	\$10,701.00
1.09	INLET AND PIPE PROTECTION	EACH	4	\$231.00	\$924.00
1.10	TEMPORARY DITCH CHECKS	FOOT	96	\$11.00	\$1,056.00
1.11	PERIMETER EROSION BARRIER	FOOT	1,327	\$4.20	\$5,573.40
1.12	TEMPORARY FENCE	FOOT	540	\$4.39	\$2,370.60
1.13	EARTH EXCAVATION	CU YD	553	\$51.00	\$28,203.00
1.14	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	410	\$33.00	\$13,530.00
1.15	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	616	\$10.17	\$6,264.72
1.16	SOIL PREPARATION	ACRE	3.24	\$2,079.00	\$6,735.96

1 of 2

## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
1.17	SEEDING, CLASS 1	ACRE	0.29	\$6,910.00	\$2,003.90
1.18	SEEDING (SPECIAL - MESIC SAVANNA)	ACRE	1.69	\$4,187.00	\$7,076.03
1.19	SEEDING (SPECIAL - FLOODPLAIN)	ACRE	0.79	\$2,586.00	\$2,042.94
1.20	SEEDING (SPECIAL - WET PRAIRIE/SEDGE MEADOW)	ACRE	0.48	\$2,470.00	\$1,185.60
1.21	TREES - 2.5" CALIPER	EACH	18	\$677.00	\$12,186.00
1.22	MULCH, METHOD 2 - STRAW MULCH	ACRE	1.69	\$1,425.00	\$2,408.25
1.23	EROSION CONTROL BLANKET - NETLESS	SQ YD	1,382	\$2.95	\$4,076.90
1.24	EROSION CONTROL BLANKET - S75	SQ YD	5,829	\$1.90	\$11,075.10
1.25	EROSION CONTROL BLANKET - SC-150-BN	SQ YD	604	\$3.57	\$2,156.28
1.26	STONE RIPRAP, CLASS A1	SQ YD	703	\$35.00	\$24,605.00
1.27	STONE RIPRAP, CLASS A5	SQ YD	703	\$154.00	\$108,262.00
1.28	CROSS VANE SPECIAL	EACH	7	\$5,062.00	\$35,434.00
1.29	J-HOOK SPECIAL	EACH	2	\$3,068.00	\$6,136.00
1.30	REMOVE CONCRETE FOUNDATION	EACH	1	\$1,553.00	\$1,553.00
1.31	REMOVE EXISTING FENCE	FOOT	255	\$12.00	\$3,060.00
1.32	FENCE REMOVE AND REPLACE	FOOT	45	\$50.00	\$2,250.00
1.33	TEMPORARY FLOW BYPASS	L SUM	1	\$18,942.00	\$18,942.00
1.34	MONITORING AND MAINTENANCE	YEAR	3	\$5,783.00	\$17,349.00

2 of 2

VILLAGE OF ALGONQUIN  
BID PROPOSAL (LINE ITEM)  
FOR  
SOUWANAS CREEK REACH 2 RESTORATION

Written Out Grand Total:

Three hundred seventy-four thousand six hundred seventy-nine and 53/100 dollars  
(\$374,679.53)

Contractor: Applied Ecological Services, Inc.

Signature: Steven A Dischler Date: 8/21/2019

Title: Steven Dischler, President/CEO





VILLAGE OF ALGONQUIN

BID CERTIFICATION

FOR

SOUWANAS CREEK REACH 2 RESTORATION

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.

Steven Dishcler, being duly sworn, deposes and say that he/she is the President/CEO of Applied Ecological Services, Inc. and that the statement above is true and correct.

Dated this 21st Day of August, 2019.

By: Steven A. Dishcler  
(Signature)

Its: President/CEO  
(Title)

Subscribed and sworn before me this 21st day of August, 2019

Doreen A. Roshusien  
Notary Public  
My Commission Expires: 1/3/23

VILLAGE OF ALGONQUIN  
BID SECURITY  
FOR  
SOUWANAS CREEK REACH 2 RESTORATION

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ORIGINAL BID BOND TO BE LOOSE WITHIN BID ENVELOPE

STAPLE A COPY OF BID BOND IN THIS LOCATION

**Bid Bond**

 **Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

**APPLIED ECOLOGICAL SERVICES,  
INC.  
17921 Smith Rd  
Brodhead, WI 53520**

Bid Bond No. LM01509

**SURETY:**

*(Name, legal status and principal  
place of business)*

**Liberty Mutual Insurance Company  
175 Berkeley St  
Boston, MA 02116**

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  
110 Meyer Dr  
Algonquin, IL 60102**

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

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

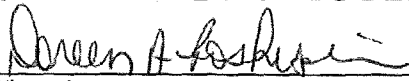
**Souwanas Creek Reach 2;  
Project No. VoA17-09-14A**

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 15th day of August, 2019

  
\_\_\_\_\_  
*(Witness)*

  
\_\_\_\_\_  
*(Witness) Karla K. Heffron*

  
\_\_\_\_\_  
**APPLIED ECOLOGICAL SERVICES, INC.**  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Title)*  
**Liberty Mutual Insurance Company**  
*(Surety)* *(Seal)*

  
\_\_\_\_\_  
*(Title)* **Connie Smith, Attorney-in-Fact**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196952

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Douglas, Robert Downey, Christopher M. Kemp, Kory Mortel, Connie Smith, Chris Steinagel

all of the city of Hudson state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# VILLAGE OF ALGONQUIN

## BID PERFORMANCE REFERENCES SOUWANAS CREEK REACH 2 RESTORATION

Company Name: H.R. Green  
Address: 323 Alana Drive  
City & State: New Lenox, IL 60451  
Telephone Number: 816-759-8370  
Contact Person: Logan Gilbertsen  
Title/Position: Lead Engineer-Water Resources  
Contact Email: lgilbertsen@hrgeen.com

Company Name: City of Michigan City  
Address: 100 E. Michigan Blvd.  
City & State: Michigan City, IN 46360  
Telephone Number: 219-873-1419  
Contact Person: Shannon Eason  
Title/Position: Assistant Park Superintendent  
Contact Email: season@emichigancity.com

Company Name: The Nature Conservancy  
Address: 3454 West 155th Street  
City & State: Markham, IL 60428-3807  
Telephone Number: 708-363-1654  
Contact Person: Karl Gnaedinger  
Title/Position: Site Manager, Indian Boundary Prairies  
Contact Email: kgnaedinger@tnc.org

**VILLAGE OF ALGONQUIN**

**BID ADDENDA NOTICE**

**FOR**

**SOUWANAS CREEK REACH 2 RESTORATION**

**LEFT BLANK INTENTIONALLY**

**INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING**

**VILLAGE OF ALGONQUIN**  
**NON-COLLUSION CERTIFICATION**  
**FOR**  
**SOUWANAS CREEK REACH 2 RESTORATION**

By Submission of this proposal, the Bidder Steven Dischler certifies,  
Name of Bidder

That (s)he is President/CEO of Applied Ecological Services, 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

NON-CONFLICT OF INTEREST STATEMENT

FOR

SOUWANAS CREEK REACH 2 RESTORATION

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: Steven Dischler  
(Print)

Steven A Dischler  
(Signature)

Title: President/CEO

Date: 8/21/2019

Department/Agency Applied Ecological Services, Inc.





## Ryan Johnson, M.A.

Project Manager



### EDUCATION

M.A., Geography, with a Focus in Remote Sensing; Landscape Ecology, University of Iowa, 2013

B.A., Geography & Business Administration, Augustana College, IL, 2011

### PROFESSIONAL INFORMATION

Licensed Herbicide Applicator, IL

Prescribed Burn & Fire Training Courses: S-130, S-190, S-290 NWCG

IL DNR Certified Prescribed Burn Manager

USACE Construction Quality Management

OSHA 30 Hour

### SUMMARY OF EXPERIENCE

Ryan Johnson is a Construction Manager for AES' Northern Illinois office serving greater Chicagoland in Huntley, IL. Joining AES in 2014, he is responsible for project scheduling, estimating, client communication, project tracking, and invoicing. Ryan's restoration qualifications include applied experience in native plant installation and establishment; plant identification and nomenclature; invasive species control (mechanical / herbicide applications; selective brushing; prescribed burns; GPS operation / data collection; seed collection and cleaning; vegetative monitoring; and GIS analysis / remote sensing. He has also performed ecological restorations in a variety of eco-types, including prairie, wetland, savanna, and woodland.

Additional experience includes working as a Restoration Intern for Boone County Conservation District in Illinois, instructing undergraduate students in environmental geography as a graduate teaching assistant, and as a graduate research assistant for the University of Iowa, conducting vegetative sampling and geolocation to support vegetation classification through hyperspectral aerial imagery as part of a National Science Foundation grant.

### SELECT PROJECT EXPERIENCE

**Jackson Park Ecosystem Restoration, Chicago, IL.** Construction Quality Control Manager.

**Carrington Reserve Residential Development, West Dundee, IL.** Construction Manager for ecological maintenance.

**Schriber Lake, Lakewood Forest Preserve, Wauconda, IL.** Construction Manager for tree and shrub installation.

**Jelkes Creek, Jelke Creek Bird Sanctuary, Dundee Township, IL.** Construction Manager for herbicide treatment.

**Winchester Glen HOA, Carpentersville, IL.** Construction Manager for natural area management.

**Lake County Brushing Project, Forest Preserve, Lake County, IL.** Construction Manager for brush clearing and herbicide treatment.

**Argonne National Lab Management, Lemont IL.** Construction Manager for natural area management.

**Moraine Valley College Maintenance, Palos Hills, IL.** Construction Manager for natural area management.

**Bid Bond**



**Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

**APPLIED ECOLOGICAL SERVICES,  
INC.  
17921 Smith Rd  
Brodhead, WI 53520**

Bid Bond No. LM01509

**SURETY:**

*(Name, legal status and principal  
place of business)*

**Liberty Mutual Insurance Company  
175 Berkeley St  
Boston, MA 02116**

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  
110 Meyer Dr  
Algonquin, IL 60102**

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

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

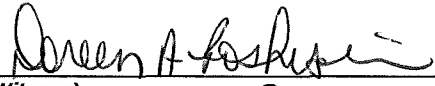
**Souwanas Creek Reach 2;  
Project No. VoA17-09-14A**

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.

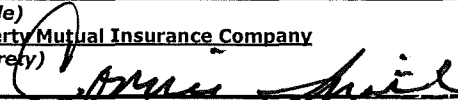
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 15th day of August, 2019

  
\_\_\_\_\_  
*(Witness)*

  
\_\_\_\_\_  
*(Witness) Karla K. Heffron*

  
\_\_\_\_\_  
**APPLIED ECOLOGICAL SERVICES, INC.**  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Title) Connie Smith, Attorney-in-Fact* *(Seal)*



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196952

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Douglas, Robert Downey, Christopher M. Kemp, Kory Mortel, Connie Smith, Chris Steinagel

all of the city of Hudson state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: August 28, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Management Services – Souwanas Creek Reach 2 Improvements*

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Attached you will find a proposal from HR Green for construction management services in the amount of \$36,740.00 for the Souwanas Creek Reach 2 Improvements project. Construction management services for this project were passed as part of the 2019–2020 FY budget in account 04900300-42232, Street Improvement Fund, in the amount of \$35,000.00, so the proposal is in line with our budgeted number. This project is described as streambank stabilization, restoration of native wetland, savannah and sedge meadow ecosystems, as well as re-grading side slopes of the creek and installing erosion protection.

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.

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 Souwanas Creek Reach 2 Improvements to HR Green for \$36,740.00.



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **Souwanas Creek Reach 2 Improvements VoA17-09-14A**

Michele Zimmerman - Assistant Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102  
847-658-2700

Logan Gilbertsen – Lead Engineer  
HR Green, Inc.  
420 N. Front Street  
McHenry, IL 60050  
HR Green Project Number: 190208

August 23, 2019

## **TABLE OF CONTENTS**

- 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**

### **1.1 General Understanding**

CLIENT intends to implement an ecological restoration project, which will include stream restoration/rehabilitation and bank stabilization, along approximately 600 linear feet of Souwanas Creek, directly to the south of Souwanas Trail. The project will include riparian buffer native plantings, invasive tree and shrub removal, cross vane weir and j-hook installation, streambank stabilization, and floodplain shelf bank reshaping.

COMPANY was contracted previously by CLIENT to complete construction documents for the Souwanas Creek Reach 2 Improvements project and to apply for permits through regulatory agencies. As of August 6<sup>th</sup> 2019 the project has been advertised for competitive bidding and all permits have been approved.

The project is expected to be constructed in the Fall of 2019 and substantially completed November 15, 2019 and completed by the end of the year. CLIENT is requesting COMPANY complete Phase 3 Construction Observation Services during construction and restoration.

### **1.2 Design Criteria/Assumptions**

This contract is based upon the following details:

- a. Construction will take place in the fall/winter of 2019 and will not deviate from the proposed construction plans prepared by COMPANY. The project will be substantially completed by November 15, 2019.
- b. No utility relocation is anticipated to be necessary to complete the project.
- c. All work will be completed on CLIENT owned property, CLIENT right-of-way and/or easements obtained during the design phase of the project. It is assumed that all easements and/or landowner agreements necessary have been established to access the site or for the completion of the project.
- d. Resident coordination including notification of the start of construction and coordinating the relocation of private property will be the responsibility of CLIENT. COMPANY will be available during construction to direct residents to CLIENT to respond to resident questions or concerns.

## **2.0 Scope of Services**

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

### **2.1 Project Administration and Meetings**

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and contractors. Project coordination work will include:

1. Attendance at the project bid-opening on August 22, 2019 at 10:15AM. After the bid opening, COMPANY will review the bids received, compile a bid-tabulation and draft a letter of recommendation to award the project to the lowest priced qualified bidder.
2. Attendance at one pre-construction meeting. Within 7 days of the Notice to Proceed with the qualified contractor. COMPANY will schedule and conduct a pre-construction kickoff meeting. COMPANY shall invite the Kane-DuPage County Soil and Water Conservation District to the meeting. COMPANY will prepare an agenda which shall include items pertaining to:
  - Project schedule;
  - Roles and responsibilities of the parties;
  - Points of contacts;
  - Key milestones and deliverables;
  - Communication plan;
  - Site restrictions, permit requirements, working hours
  - Other items as deemed necessary and requested by the Village
3. Attendance at bi-weekly (assumed five meetings) construction status meetings to review the project status, schedule and remaining work COMPANY will prepare a meeting agenda and sign-in sheet.
4. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.
5. General correspondence between COMPANY and CLIENT as well as the contractor.

The labor-hours required for project administration are based on the assumption of anticipated project duration and that the contractor will complete the project on time in accordance with the contract plans and special provisions. This contract includes 40 hours to be spent on project administration and meetings. This time includes:

- 12 hours for attendance at the bid opening and drafting a letter of recommendation
- 8 hours for a pre-construction meeting
- 12 hours for status meetings
- 8 hours for project schedule management

## 2.2 Construction Observation

The scope for the duration of the contract will include weekly observation of key construction activities including tree removal, erosion control measures, streambank grading and restoration on a part-time basis, preparing construction progress reports, coordination of shop drawing review as well as consultation of field conflicts and changes with the design engineer, and review and preparing pay estimates. It is assumed that one pay estimate will be processed per month for the duration of the project followed by one final pay estimate at the project's completion.

Documentation of the contractor's weekly activities is part of the construction engineer's tasks. Weekly reports will track the contractor's activities in relation the approved progress schedule and the amount of workable days.

Upon notice of substantial completion of the project, COMPANY construction engineer will conduct a pre-final inspection of the project and preparing a list of punchlist items, to develop pre-



final documentation and balancing change orders, to exchange documentation with the contractor and the CLIENT, and contract close out. A final walk-through will be held with the contractor and CLIENT representatives to obtain final acceptance and initiate warranty periods. Final project records will be completed. The records will be delivered to CLIENT in an electronic format. No as-built survey will be completed under this agreement.

The labor-hours required for construction observation are based on the assumption of anticipated project duration and that the contractor will complete the project on time in accordance with the contract plans and special provisions. It is anticipated that the project will take approximately eight (8) working weeks to construct. This contract includes 170 hours to be spent on construction observation. This time includes:

- 20 hours per week for 8 weeks (160 hours total) to complete the following tasks:
  - Tree removal observation and quantity verification
  - erosion and sediment control inspections
  - streambank grading and earthwork observation
  - restoration observation
  - construction progress reports
- 6 hours for processing pay requests
- 4 hours for project close out

Any additional work due to an extended schedule dictated by the contractor's performance, unanticipated work due to differing site conditions or a significant change in scope of the project shall be considered out of scope work requiring an amendment to this contract.

### 2.3 Ecological Restoration Observation

COMPANY will provide construction oversight for the ecological components of the Souwanas Creek Reach 2 Restoration Project. The anticipated project timeframe is October 2019 through June 2020. COMPANY staff (Water Resources/Green Infrastructure Specialist) will be present during key times of the construction activity to help address issues encountered during construction and to communicate directly with the Contractor and/or CLIENT. COMPANY will not direct the contractor on means and methods of construction or instruct the contractor on safety procedures and process.

Ecological Restoration Observation is anticipated to require 60 hours and will specifically be include observation of the following:

- Tree Removal (removal of trees & shrubs)
- Site Preparation (herbiciding & soil preparation for native seeding)
- Earthwork (stream stone toe protection & riffles)
- Erosion & Sediment Control (erosion blanket & straw mulch)
- Ecological Restoration (native seeding/planting & tree planting)

Documentation will be kept in electronic format and include photos of tree removal, soil preparation, native seeding/planting, tree planting, stone toe and riffles, and erosion control. COMPANY will also verify and document, prior to placement, all native seed mixes, native plants, and native trees. Copies of all seed tickets and pictures of all plant materials will be documented.



Ecological Restoration Observation will not extend into 3-Year Management period that is required for the project.

### 3.0 Deliverables and Schedules Included in this Agreement

COMPANY shall provide electronic copies of weekly reports, meeting minutes, photographs and other construction associated documentation to the CLIENT.

COMPANY shall review pay requests from the contractor and provide recommendations of payment to CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY. This agreement does not provide inspections during the Monitoring and Maintenance period.

Task	Tentative Schedule
Construction (Begin)	September 16, 2019
Construction (Substantial Completion)	November 15, 2019
Final Completion	December 31, 2019
Monitoring and Maintenance Period	January 2020 – January 2023

### 4.0 Items not included in Agreement/Supplemental Services

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

- Sewer Televising/Inspections
- Flow monitoring
- Easement Documents / Easement Exhibits
- Geotechnical investigation
- CCDD determinations and certifications
- As-built survey
- Construction staking and layout
- Site inspections during the three year monitoring and maintenance period

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



## **5.0 Services by Others**

Not Applicable

## **6.0 Client Responsibilities**

The following items are required from the CLIENT:

1. Access to the site during construction
2. Access to Conference Room for meetings

## **7.0 Professional Services Fee**

### **7.1 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.

### **7.2 Invoices**

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

### **7.3 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.

### **7.4 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.



## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$36,740.

<b>Task</b>	<b>Labor Fee</b>	<b>Direct Costs</b>	<b>Total Fee</b>
Project Administration	\$ 5,896	\$246	\$ 6,142
Construction Observation	\$23,360	\$538	\$23,898
Ecological Restoration Observation	\$ 6,600	\$100	\$ 6,700
<b>Total</b>	<b>\$35,856</b>	<b>\$884</b>	<b>\$36,740</b>



## 8.0 Terms and Conditions

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

### 8.1 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.

### 8.2 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.

### 8.3 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.

### 8.4 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.

### 8.5 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.

### 8.6 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.

### 8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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 remain the property of COMPANY. 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.

8.16 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.

8.17 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.

8.18 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.

8.19 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.

#### 8.20 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.

#### 8.21 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.

#### 8.22 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.

#### 8.23 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.

#### 8.24 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.

#### 8.25 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.

#### 8.30 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.

#### 8.37 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.

Logan Gilbertsen, P.E., CFM

Author Name

Approved by: \_\_\_\_\_

Printed/Typed Name: Ajay Jain, P.E., CFM

Title: Vice President Date: \_\_\_\_\_

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Concept Study – Ratt Creek Reach 5 Utilities*

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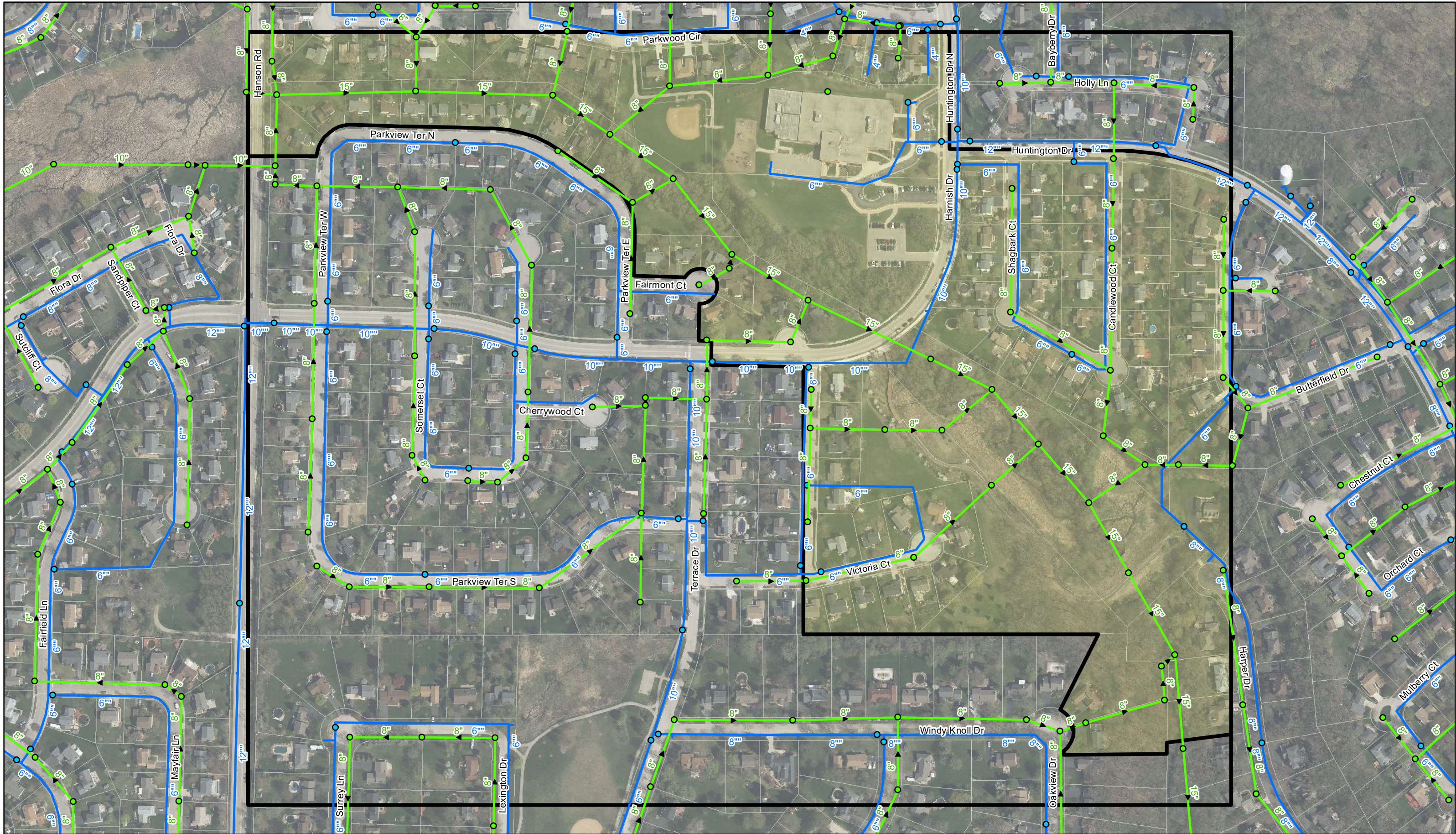
As the Village Board may be aware there are Village utilities (mainly sanitary sewer and a small piece of watermain) that run along and parallel with Ratt Creek between Hanson Rd. and Windy Knoll Drive. This location is in the backyards of many homes and is not desirable due to access issues for maintenance. The sanitary sewer also runs directly through Ratt Creek and in the riparian corridor. This makes it virtually impossible to access due to wet conditions which would cause any maintenance vehicles to sink. Should there be a failure of the sanitary sewer in this area, the repair would be a costly and lengthy project with major disruption to residential sanitary service. I have attached a map which depicts the location of the utilities in order to give you an idea of their location and staff's concern with maintenance access.







Staff has requested a proposal from Christopher B. Burke Engineering Ltd. (CBBEL) to provide surveying services and to prepare a concept plan to relocate these utilities out of the Ratt Creek corridor and out of the rear yards. Village staff will then bring the concept plan to the Village Board to determine the need to relocate the utilities into the Village Right of Ways.

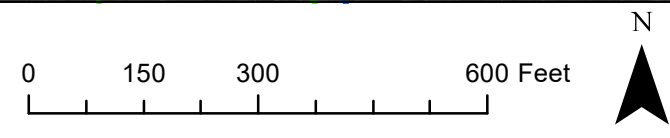
The attached proposal from CBBEL, in the amount of \$42,166.00, is to perform the necessary field survey work and prepare the concept plan for the relocation.

Staff has reviewed the proposal and feel the tasks and cost are appropriate, and therefore, recommend that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a contract with Christopher B. Burke Engineering in the amount of \$42,166.00.

# Ratt Creek Reach 5 Utilities



 Water Main Valves	 Sanitary Sewer Manholes	 Project Scope
 Water Mains	 Sewer Gravity Mains	 Utility Area



**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands that the Village is considering relocating the existing sanitary sewer and watermain that is located along Ratt Creek between Hanson Road and Windy Knoll Drive. CBBEL will perform a concept study and develop a feasible relocation alignment(s) for the sewer and watermain along with associated estimates of cost. Upon selection of the preferred alternate, the Village will proceed with Phase I Engineering.

**B. Design Criteria**  
Village

**III. Scope of Services**

**A. Surveying Services**

Task A1 – Utility Location/Detail

Utility atlases will be developed based on field observations with the use of GPS and conventional surveying methods. These methods will require field crews to collect pipe sizes and inverts by opening each structure. Our field crews will survey the locations of all storm, sanitary and water structures within project limits.

- **Horizontal Control:** Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- **Vertical Control:** CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS. Control Monumentation (NAVD'88 vertical control datum).
- **Locating Structures:** This task will consist of locating all public fire hydrants, valve vaults, storm and sanitary manholes, catch basins and inlets using standard GPS and conventional surveying methods. The horizontal locations and rim elevations (as applicable) will be determined based on NGS. Control Monumentation (NAD 83, 1201 IL. EAST SPCS, NAVD'88) datum. The surveyed structure locations will be downloaded into the base digital orthophotography mapping. It is estimated that our two-man crew with GPS equipment will be able to locate approximately 60 structures

per day depending on weather and the condition of the structures. The crews will measure down from the known rim elevation to determine the pipe flowline elevations. Pipe sizes will be determined by measurement and the manhole will be rated by condition, it is estimated that our two-man crew can complete 60 structures per day.

- Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Play of Highway Scope of Services are not included in this proposal

## **B. Engineering Services**

### Task B1 – Phase 2 Kick-Off Meeting

CBBEL will meet with Village Staff and Selected Design Team to discuss the project scope. At the kick-off meeting, the Project Team will formalize working relationships, establish primary points of contact, review project procedures and project scope. The kick-off meeting will also serve as an opportunity to discuss project constraints and identify anticipated design, permitting and construction issues.

### Task B2 – Preliminary Concept Study

CBBEL will develop preliminary new alignments (up to 2) to relocate the existing sanitary and watermain into Village right-of-way. All pipe connections to the existing mains will need to be re-established to the relocated main alignment concept plans and associated cost estimates will be developed. An estimate of cost to leave the existing sanitary sewer in place and line it, will also be prepared for comparison purposes.

### Task B3 – Final Concept Study

CBBEL will meet with Village staff to review the Preliminary Concept Study and subsequently revise and finalize the study and re-submit.

### Task B4 – Administration

This task will include overall project administration and work force planning/allocation.

This task also includes development of monthly progress reports which will be submitted to the Village each month in conjunction with submittal of project invoices.

## **C. Meetings/Coordination**

CBBEL will coordinate the project with the Village throughout the design. It is anticipated that two (2) coordination meetings will be required.

**D. Deliverables**

4 copies Preliminary Concept Study  
4 copies Final Concept Study

**IV. Man-Hour & Fee Summary**

A. Survey Services – N/A

Main Limits

Survey I	20 hrs x \$67/hr	=	\$1,340
Survey II	20 hrs x \$86/hr	=	\$1,720
Survey III	5 hrs x \$110/hr	=	\$ 550
Survey V	3 hrs x \$150/hr	=	\$ 450
CAD Manager	8 hrs x \$121/hr	=	<u>\$968</u>
			<b>\$5,028.00</b>

Extended Limits

Survey I	54 hrs x \$67/hr	=	\$3,618
Survey II	54 hrs x \$86/hr	=	\$4,644
Survey III	12 hrs x \$110/hr	=	\$1,320
Survey V	3 hrs x \$150/hr	=	\$ 450
CAD Manager	24 hrs x \$121/hr	=	<u>\$2,904</u>
			<b>\$12,936.00</b>

**Subtotal Task A** \$17,964.00

B. Engineering Services

Task B.1 – Phase II Kick-Off Meeting

Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	4 hrs x \$150/hr	=	<u>\$600</u>
			<b>\$968</b>

Task B.2 – Preliminary Concept Study

Main Limits

Engineer VI	4 hrs x \$184/hr	=	\$ 736
Engineer V	16 hrs x \$150/hr	=	\$ 2,400
Engineer III	24 hrs x \$112/hr	=	\$ 2,688
CAD Manager	8 hrs x \$121/hr	=	<u>\$ 968</u>
			<b>\$ 6,792</b>

Extended Limits

Engineer VI	4 hrs x \$184/hr	=	\$ 736
Engineer V	20 hrs x \$150/hr	=	\$3,000
Engineer III	32 hrs x \$112/hr	=	\$3,584
CAD Manager	10 hrs x \$121/hr	=	<u>\$1,210</u>
			<b>\$8,530</b>

Task B.3 – Final Concept Study

Main Limits

Engineer VI	2 hrs x \$184/hr	=	\$ 368
Engineer V	4 hrs x \$150/hr	=	\$ 600
Engineer III	6 hrs x \$112/hr	=	\$ 672
			<u>\$1,640</u>

Extended Limits

Engineer VI	2 hrs x \$184/hr	=	\$ 368
Engineer V	6 hrs x \$150/hr	=	\$ 900
Engineer III	8 hrs x \$112/hr	=	\$ 896
			<u>\$2,164</u>

Task B.4 –Administration

Engineer VI	8 hrs x \$184/hr	=	\$1,472
Engineer V	4 hrs x \$150/hr	=	\$ 600
			<u>\$2,072</u>

**Subtotal Task B** \$22,166

C. Meetings/Coordination

Engineer VI	4 hrs x \$184/hr	=	\$ 736
Engineer V	4 hrs x \$150/hr	=	\$ 600
			<u>\$1,336</u>

**Subtotal Task C** \$1,336

D. Deliverables/Direct Costs

Surveying Expenses			\$0
Engineering Expenses			\$ 500
Meetings/Coordination			\$ 200
			<u>\$ 700</u>

**Subtotal Task D** \$ 700

**PROJECT TOTAL** \$42,166

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: THOMAS T. BURKE, JR. 

Title: VICE PRESIDENT

Date: 7/25/19



**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**  
*WORKS DEPARTMENT*

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

DATE: 08/28/2019

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 and turned over to Enterprise Fleet

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**Unit #:27**  
**Year: 2007**  
**Make:** Hyundai  
**Model:** Sonata  
**ID/VIN:** 5NPET46C57H181552  
**Description:** Retired detective car

**Unit #: 104**  
**Year: 2003**  
**Make:** Ford  
**Model:** Explorer  
**ID/VIN:** 1FMZU72K03UC59874  
**Description:** Fleet Vehicle

**Unit #: 201**  
**Year:** 2003  
**Make:** Dodge  
**Model:** Charger  
**ID/VIN:** 2B3KAU3D29H557806  
**Description:** Detective car

**Unit #: 300**  
**Year: 2008**  
**Make:** Jeep  
**Model:** Patriot  
**ID/VIN:** 1J4FF28B89D102172  
**Description:** CDD vehicle

**Unit #: 301**  
**Year: 2005**  
**Make:** Ford  
**Model:** Ranger  
**ID/VIN:** 1FTYR15E35PB05021  
**Description:** CDD Vehicle

**Unit #: 303**  
**Year: 2008**  
**Make: Ford**  
**Model: Ranger**  
**ID/VIN: 1FTZR45E98PB13036**  
**Description: CDD Vehicle**

**Unit #: 403**  
**Year: 2007**  
**Make: Dodge**  
**Model: Dakota**  
**ID/VIN: 1D7HW22K17S242926**  
**Description: CDD Vehicle**

**Unit #: 600**  
**Year: 2008**  
**Make: Ford**  
**Model: Escape**  
**ID/VIN: 1FMCU59H28KA99715**  
**Description: P.W. General Services Superintendent**

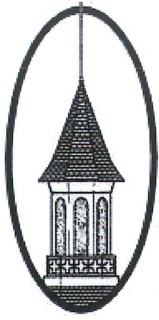
**Unit #: 800**  
**Year: 2008**  
**Make: Ford**  
**Model: Escape**  
**ID/VIN: 1FMCU59H48KA99716**  
**Description: P.W. Utilities Superintendent**

**Unit #: 801 & 801spl**  
**Year: 2015**  
**Make: Ford**  
**Model: F-350**  
**ID/VIN: 1FTRF3B62FEA88487**  
**Description: Water Department truck and plow**

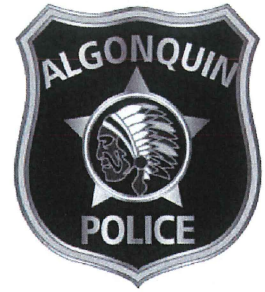
**Unit #: 806**  
**Year: 2004**  
**Make: Ford**  
**Model: Explorer**  
**ID/VIN: 1FMZU72K44ZB22800**  
**Description: IT Vehicle**

**Unit #: 814 & 814spl**  
**Year: 2008**  
**Make: Ford**  
**Model: F-350**  
**ID/VIN: 1FTWX31R78EE57276**  
**Description: Water Department truck and plow**


**Unit #: 953 & 953spl**  
**Year: 2015**  
**Make: Ford**  
**Model: F-350**  
**ID/VIN: 1FT8X3B6XFEB95697**  
**Description: Internal Services Truck and plow**



# Village Of Algonquin Police Department



~MEMORANDUM~

DATE September 9, 2019  
TO Tim Schloneger, Village Manager  
FROM John Bucci, Chief of Police   
SUBJECT Social Service Advocate Position

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On February 26th, 2019, the Algonquin Police Department created a part-time Social Service Advocate position to act as a liaison between the PD, the Village, individual community members and community organizations. Since inception of the program, the advocate has received 40 direct referrals from Police Officers and has further recognized a severe need in additional areas that an advocate could be assigned/responsible and that could provide aide and/or assistance.

The part-time position was created to determine the need or feasibility of the Social Service Advocate. It was also possible that the position was not necessary or the need can be fulfilled by outsourcing/inter-governmental agreements.

A breakdown of the referrals for the 40 cases shows that 60% of the referrals are from domestic disputes/battery and 10 % are mental health/depression. With six months of data, and limited working hours (part-time), it is believed that the position of Social Service Advocate would be more beneficial as a Full-time position. Allowing for additional hours makes it possible for the position to become more proactive.

The PD would like to move the current part-time Social Service Advocate position to a Full-time position within the Police Department. In order to accommodate this position full-time, the department will be eliminating the Technical Services Manager position.

I respectfully request consideration to bring this item before the Committee of the Whole and upon review, to the Village Board for approval.



# Village of Algonquin

The Gem of the Fox River Valley

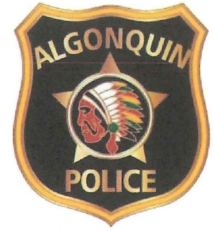
## *Fiscal Year 2019 - 2020 MERIT COMPENSATION PLAN*

GRADE	JOB CLASSIFICATION	ANNUAL COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,282.76	\$3,876.95	\$4,471.14
2	Administrative Assistant I / Receptionist II / Account Clerk	\$3,480.20	\$4,104.59	\$4,728.97
3	Administrative Assistant II / Account Clerk I / Permit Clerk	\$3,702.59	\$4,360.32	\$5,018.06
4	Account Clerk II / Social Service Advocate	\$3,935.22	\$4,627.91	\$5,320.60
5	Administrative Specialist I / Account Clerk III	\$4,152.60	\$4,877.82	\$5,603.05
6	Property Maintenance Inspector / Administrative Specialist II / Utility Billing Coordinator / Accounts Payable Specialist	\$4,393.93	\$5,154.79	\$5,915.66
7	Human Resources Generalist	\$4,650.33	\$5,449.88	\$6,249.43
8	Planner / Management Assistant / Innovation Analyst / Executive Assistant / Innovation and Technology Officer I	\$4,992.32	\$5,843.63	\$6,694.94
9	Building Inspector / Senior Accountant / Recreation Superintendent / Assistant Innovation Coordinator	\$5,410.93	\$6,428.79	\$7,446.65
10	Plumbing Inspector / Electrical Inspector / Senior Planner / Innovation Coordinator	\$5,819.42	\$6,795.22	\$7,771.02
11	Asst. to the Village Manager / Asst. Bldg. Commissioner / PW Supervisor	\$6,487.42	\$7,531.83	\$8,576.25
12	Project Manager / Chief Utility Operator	\$6,929.99	\$8,144.26	\$9,358.53
13	PW Superintendent / Police Sergeant / Comptroller	\$7,461.79	\$8,855.50	\$10,249.21
14	Assistant PW Director / Building Commissioner	\$7,893.53	\$9,245.61	\$10,597.69
15	Human Resources Director / Deputy Police Chief	\$8,462.78	\$9,961.41	\$11,460.04
16	Chief Innovation Officer / Assistant Village Manager / Community Development Director	\$9,095.12	\$10,608.73	\$12,122.35
17	Police Chief / Public Works Director	\$9,700.42	\$11,536.31	\$13,372.20



# Village of Algonquin

## Police Department



August 8, 2019

John A. Bucci  
Chief of Police

Since the start of the Algonquin Police Department's Social Services Advocate position on February 26, 2019 I have been monitoring the progress of the position. So far, there have been 40 direct referrals from police officers, including cases that deal with domestic violence, mental health, substance abuse, family mediation, bilingual translation, and assisting in locating community resources.

Additionally, there has been a recommendation to serve as part of the Tri-Area Court for Teens that the department participates in along with other law enforcement agencies. Algonquin refers the majority of cases to this program.

As more services are realized, petitions for more information and intervention have increased, placing demand on the limited hours provided by the current position. Due to this growing need, I would like to request that the Social Service Advocate position be upgraded to a full-time position.

Responsibilities that include client follow-up, documentation, resource development and networking, and continuing education are some of the daily tasks that are required and leave limited time to offer additional support with department personnel as the law enforcement field moves to a community policing standard. Added benefits to increasing business hours include resource availability village-wide, especially community development and code enforcement.

Attached is an example of a social services policy that would help guide the creation of this full-time position and am available for further discussion to answer any questions or concerns.

Respectfully,

L. Cristina Mendoza  
Social Services Advocate

