

AGENDA
COMMITTEE OF THE WHOLE
September 17, 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. **Community Development**
 - A. Consider a Special Event Permit for the Dr. Stirneman’s Angel Towne Park Celebration, Sunday, October 6, 2019
 - B. Consider 2075 E. Algonquin Road PUD/Plat/SUP (redevelopment of old Brunswick Zone site)
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with Christopher Burke Engineering for the MCCD Trailhead and LaFox River Drive Bridge Improvements 75% plans
 - B. Consider an Agreement with Christopher B. Burke Engineering for Stage 1D of the Downtown Streetscape which is the Bike Trail Connection on Main Street and Harrison Street and the Roundabout at Cary/Algonquin Road
 - C. Consider an Agreement with Christopher Burke Engineering for the Downtown Streetscape and Utility Work; Design-Build Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

DATE: September 13, 2019
TO: Committee of the Whole
FROM: Russell Farnum, AICP, Community Development Director
SUBJECT: *Consideration of Special Event Request: Angel Town 25th Anniversary*

Dr. Tim Stirneman has requested approval of a Special Event Permit to celebrate the 25th Anniversary of Angel Town playground in Towne Park. The event would be Sunday, October 6th from 1 to 3 pm. In case of rain the event would be relocated to Historic Village Hall. Dr. Stirneman is one of the founding members of the fundraising group that financed Angel Town.

There would be no admission charge, and this would be a family-friendly event to celebrate the fundraising and construction of Angel Town playground. The event would feature kids' games, face painting, memorabilia and history displays, a food cart, Police car and Fire Truck displays, and short program at 1:45 pm. There may be food available, it is unclear if it is a private food vendor or the food is provided by the applicant.

The applicant is asking for a waiver of the fees and for sign placement promoting the event at 6 locations near downtown. The applicant's proposed signs show too many pieces of information which makes it difficult to read, plus has Compassionate Dental Care, the Village, and the Chamber logos. It is recommended these signs be simplified to list only the event, date, and time, which is the purpose of the signs.

The applicant still needs to provide the required Certificate of Insurance, which Staff will make sure is filed before the event.

Recommended conditions include:

1. A McHenry County Health Department permit is required for any proposed food service;
2. Washroom facilities available in Towne Park;
3. Any temporary tents or structures shall be properly weighted or tied down per manufacturers' instructions. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
4. The requested temporary signs be revised as noted, the locations are approved, and all signs shall be removed by end of the day Monday, October 7.

Committee consideration to move this forward for Board approval, with the conditions recommended above, is requested.

AUG 28 2019

COMMUNITY DEVELOPMENT



Special Event Permit Number _____
Application _____

**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event Towne Park
Name of Applicant Tim Stirneman Phone 224-232-9212
Address 261 N. Randall Rd. Lake in the Hills, IL 60156

PROPERTY OWNERS SIGNATURE OF PERMISSION _____
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Please see attached sheets.

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector N/A Phone _____
Address _____

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

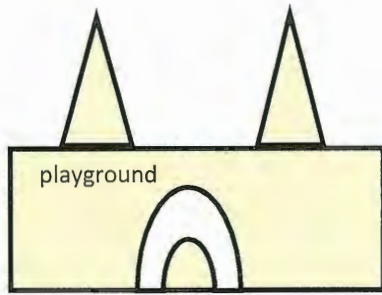


Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3)
Fax 84 7-658-2631

SEASONAL EVENT FEE _____
ELECTRIC FEE _____
TOTAL PERMIT FEE _____
DATE ISSUED _____
TEMPORARY PERMIT EXPIRES ON _____

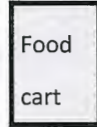
Building Commissioner



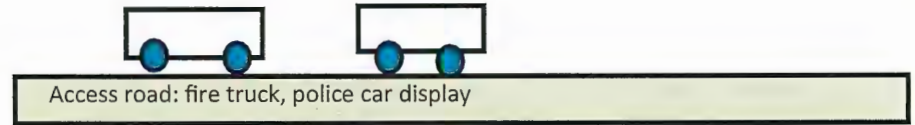
PA podium



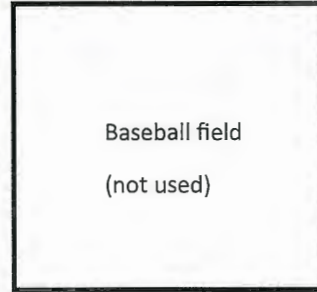
shed



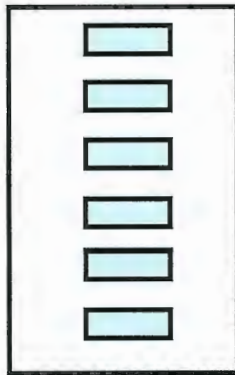
Food
cart



Access road: fire truck, police car display

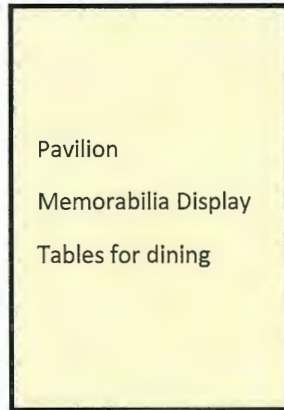


Baseball field
(not used)

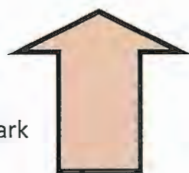


Games

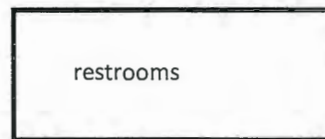
Face painting



Pavilion
Memorabilia Display
Tables for dining



Bridge to park



restrooms

Project Playground 25th Birthday Party

October 6

1—3 pm (set up at 12—1, clean up 3-4)

FREE

Kid's games: bozo buckets, duck pond, bean bag toss, (5 total)

Face painting

Hot dogs, brats, pop and water (food cart)

Playground memorabilia in the pavilion

1:45—2:15 pm program

Welcome

Introductions

Dignitaries

Project Playground President

Thank yous

*Alternate Location in case of rain, Historic Village Hall

PLAYGROUND VOLUNTEERS GET IN SWING

By **Phil Borchmann**
CHICAGO TRIBUNE

SEPTEMBER 9, 1994 | ALGONQUIN

APPLY FOR SPECIAL EVENTS PERMIT

As 11-year-old Craig Brantner sanded away on a 14-foot-long piece of lumber Thursday at Towne Park, he beamed with pride knowing he was helping create a slice of heaven for the kids of Algonquin, present and future.

He's also mindful that "Angel Town," the 20,000-square-foot playground he and nearly 750 volunteers are building, is dedicated to four area youths who died during the past year: Sara Davison, 16; Barrett Krupa, 8; Jennifer Tank, 11; and Stewart Evans, 7.

"When I'm older, I can come by and think about how I helped build it," said Brantner, who worked alongside his fellow 6th graders from St. John's School. "It will be for everybody."

The idea for the project came to local dentist Tim Stirneman and his wife, Karol, after they visited Iowa last year and saw a playground designed by architect Robert Leathers.

Upon returning home, the Stirnemans, parents of two, organized an effort to build a playground in Algonquin because they thought the area lacked adequate recreational facilities for youngsters.

Leathers came to town last October and visited local schools to elicit input from the students. Before he left, Leathers presented a unique plan that includes a pirate ship, elephant slide and rocking horse. He also said the playground would cost \$80,000.

So the growing group of volunteers set off on a whirlwind of fundraising efforts, including sales of cook books, T-shirts and candy; a spaghetti dinner; and a door-to-door campaign, said publicity chairwoman Linda Keyes, 33, a mother of two.

Most of the money, however, was generated through beer sales at Poplar Creek Music Theatre events: in exchange for operating a beer vending booth, the group received a percentage of the receipts, she said.

The original construction date was in May, but the organization still had not raised enough money by that time. Over the summer, the group built up its coffers, and as of Thursday, it had \$70,000.

In spite of that \$10,000 deficit, the project began Tuesday, with the playground's grand opening targeted for Sunday.

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Leathers' construction consultants, the many
,500 boards, thousands of screws and bolts, and

"mountains of gravel and wood chips," Cohen said.

"All of the boards have to be routed. That's about 12 miles of routing," Cohen added.

During the 12-hour days, the workers are fed with meals provided free by nearly 60 area restaurants.

In addition to knowing that her two kids now can enjoy a new playground, Becky Murdock found another silver lining.

"I lost two pounds doing the post-hole digging," said Murdock, 38, of Algonquin. "If you want to lose weight, come out and work."

When Sunday night rolls around, the sounds of the hammers, drills and saws should be replaced by the laughter of children enjoying their new play area, Keyes said.

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261 N. Randall Rd. Suite 101 Lake in the Hills, IL 60156

To the village board of Algonquin:

With respect, I am writing to request permission and approval for a sign waiver for Angel Towne Park Playground's 25th Anniversary Celebration event on ~~Wednesday, September 11th 2019 from 4pm to 6pm.~~ **OCTOBER 6 1-3 PM**
The location of the event is 100 Jefferson St, Algonquin, IL 60102

This is a sign waiver request for quality, weather-resistant low maintenance vinyl material, in relation to section 7 Special Event Signs of 29.08 Temporary Signs zoning ordinance of the sign regulation enforcement, will only be posted for 10 days, will be set back a minimum of 10ft from any property line, will be single-faced and will not exceed 32 square feet in size and are for the following locations:

01. NW corner of N Main St. and Algonquin Rd.
02. Towne Park Parking Lot
03. SW corner of Algonquin Rd. and the Algonquin Bypass
04. SW corner of Huntington Dr. and S Main St.
05. Cornish Park
06. NW corner of Highland Ave. and Algonquin Rd.

Thank you for your time and consideration,

Jim Wojdyla
Director of Business Development
847-254-1888
jim@mycompassionatedentist.com

Ben Mason

From: Jim Wojdyla <jim@mycompassionatedentist.com>
Sent: Thursday, August 29, 2019 11:58 AM
To: Ben Mason
Subject: Angel Towne Park Banner

Here is the banner design



Jim Wojdyla

Director of Business Development

C: 847-254-1888

O: 847-854-7645

jim@mycompassionatedentist.com

261 N. Randall Rd. Suite 101 Lake in the Hills, IL 60156





algonquin

Recreation

Facility Rental Contract

Permit #: 19-00091 Page 1 of 1
 Contract Date: 08/28/2019
 Use Type: Rental - General Public
 Description: Stirneman Event
 Registrar: Katie Gock
 Phone: (847) 658-2700 / (847) 658-2746
 Email: recreation@algonquin.org

Customer Village of Algonquin- ADMIN
 ALGONQUIN ALGONQUIN
 2200 HARNISH DRVIE
 ALGONQUIN, IL 60102-5995

Rental Information

Location: Pavillion/Softball Field @ TOWNE PARK
 100 Jefferson Street
 ALGONQUIN, IL 60102

Total Hours: 2.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
10/6/2019	Sun	1:00 PM - 3:00 PM	No Charge - Public Park Rental Flat Park (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00

Total Hours	2.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Rental Terms and Conditions

As per your signed contract.

Prior to your event you will need to pick up an access key the day of your event from the Village Hall located at 2200 Harnish Drive, Algonquin during regular business hours, Monday - Friday 8:00 am to 5:00 pm. If your event is scheduled on a weekend or holiday you will need to visit the Village Hall the business day prior to your event to secure an access key.

Any issues or concerns please contact the following: Business Hours: (847) 658-2716 After Business Hours: (847) 489-3804



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

DATE: September 17, 2019

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: *Case No. 2019-14. 2075 E. Algonquin Road — Final Plat, Final PUD and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating*

Introduction

Mr. Steven Schwartz, property owner, has submitted a petition for re-subdivision of the 5.31-acre parcel located at 2075 East Algonquin. The property has been vacant for many years and was formerly occupied by Brunswick Zone entertainment and bowling alley.

Lot 1 would be located toward the rear of the property and consist of the former bowling alley structure, which is proposed for adaptive re-use as a climate controlled self-storage facility. Lot 2 would be sited in the approximate area where the old miniature golf course and batting cages were located, and be redeveloped for an automated car-wash building. Lot 3 would be positioned at the northeast corner of the property, adjacent to the Thornton's gas station, and a Popeyes Louisiana Kitchen fast casual restaurant will be built with a drive-thru lane wrapping around the rear of the building.

The subject property is currently zoned B-2, General Retail and the proposed development is seeking Final Planned Unit Development approval for each of the three lots. A Special Use Permit is required for the self-storage use proposed on Lot 1, the automotive car wash proposed on Lot 2, and the drive-thru restaurant on Lot 3.

Staff Comments

Attached are comments on the proposed plans from Public Works, the Fire District and Christopher Burke Engineering. Following are some highlights of the proposal:

Final Plat of Subdivision – The plat of subdivision creates three lots on the subject property: Lot 1, 2.558 acres; Lot 2, 1.847 acres; and Lot 3 0.874 acres. To provide an opportunity for future cross-access to the west, the plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, adjacent to what is currently the Huntington Bank property.

Site Plan/Engineering Plans – The subject property is located directly west of Thornton’s gas station, on the south side of East Algonquin Road (Route 62).

The current full access into the site from East Algonquin Road will shift toward the western lot line, in compliance with IDOT approval (see enclosed email confirming IDOT’s acceptance of the access relocation), and align with a curb cut on the north side of the road. A cross-access connection will be opened to the Thornton’s gas station to the east as well, providing an opportunity to access Compton Drive and the signalized intersection at Compton and Drive and East Algonquin Road.

Each lot will have its own parking and cross-access and cross-parking shall be provided throughout the development. There are 30 parking stalls proposed for the Popeyes restaurant lot, which is slightly less than the 38 that would be required for a restaurant of this size. However due to the fact a significant portion of the restaurant’s customer’s will use the drive-thru, and there will be cross-parking provided on the adjacent lots, the parking is sufficient. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer’s review memo that do not meet the Village’s required minimum depth. Details for the dumpster enclosure shall be submitted. The enclosure shall be constructed of masonry material and have solid wooden doors that securely latch close.

Parking for the car wash is primarily provided for customers to utilize vacuums that are proposed to be located outside the front exterior of the building. The locations of the vacuums shall be shown on the revised plans and the color of the vacuums shall match the building’s black anodized storefront window system. Additional parking is provided at the rear of the building, for use by the employees.

The developer is proposing to make minimal improvements to the parking lot on the east and west ends of the former bowling alley building, primarily re-striping and crack sealing. As noted in the Village Engineer’s review memo, the condition of the pavement adjacent to the current building is in a substantially deteriorated condition similar to the pavement proposed for a full depth replacement toward the front of the property. At a minimum, the existing asphalt shall be removed and surface replaced in accordance with the Village Engineer’s recommendation.

The former bowling alley building will be converted to an indoor self-storage facility. Parking for the self-storage facility will be on the east side of the building and the 11 stalls proposed should be more than adequate as the business itself will not have any on-site employees and be fully-automated. Fencing is proposed around the parking lot on the west side of the building, to establish a storage yard for private cars, RV campers and similar larger vehicles. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or accumulated inside the fence shall be

visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans.

Both the Village Engineer and Fire District have significant questions about whether the proposed water service lines to the car wash and restaurant building are adequately sized to accommodate those uses. Additionally, the Village Engineer noted that the existing water service to the former Brunswick Zone building is not shown on the engineering plans, and may be under-sized; if the existing water service needs to be replaced, the developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations and proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC.

Traffic Study – A traffic memorandum, prepared by ARC Design Resources, Inc., with the latest revision date of July 12, 2014⁹ was done for this project to show the number of new trips created by the development and impact to the existing road network. The majority (80%) of the traffic coming to the site will be traffic making trips specifically to the site. The traffic study states that this development will have a negligible impact on traffic at the intersection of Compton Drive and East Algonquin Road. The Village Engineer recommended adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway.

Landscaping – A tree survey was done for the site and the developer shall be required to pay the tree loss fee as calculated by Public Works. Due to the number of existing trees proposed for removal along the western lot line to accommodate the proposed stormwater detention, Staff is requiring the 12-foot tall fence the developer has shown on the plans to screen the storage yard from the front of the property be further extended all the way south along the west lot line.

Architecture – The former Brunswick Zone bowling alley will be converted to an enclosed self-storage facility. The developer is proposing to retain the existing brick, primarily located on the west elevation, and re-paint the main field of the building's existing EFIS a light brown, sandstone color. A glass atrium would replace the building's main entrance, and provide the front elevation with a refreshed appearance. The developer shall provide material samples for review by Village Staff prior to permitting.

The car wash building will be oriented toward East Algonquin Road and have a storefront retail appearance, with windows, canopies and pitched roof elements on both ends. The proposed number of wall signs exceeds Village Code, and the plans will need to be revised to show a maximum of two wall signs. The base of the building will have a masonry foundation and attractive stone columns are shown on all four sides. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. The plans

shall be revised to replace the building's and vacuum canopy's standing seam metal roof with architectural roof shingles.

Similar to the car wash exterior elevations, Popeyes Louisiana Kitchen will feature a stone base with columns on the front of the building. The elevations shall be revised to incorporate stone pilasters on the side and rear elevations as well. Additionally, the canopies above the storefront windows shall be revised from standing seam metal to a fabric material. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for review by Village Staff prior to permitting.

Signage – Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. Wall sign letters are allowed a maximum height of 24 inches. The existing ground sign that served the former Brunswick Zone business will be removed. New ground signs are proposed for the two outlots. Popeyes Louisiana Kitchen will have their sign located on their lot and include brick on all sides and a masonry cap. The Popeyes sign is 10' by 12' wide, and shall include a decorative landscaped foundation that will remain attractive throughout the year. The car wash will have a ground sign on their lot as well, that will be shared by the Self-Storage business. The two-panel ground sign shall also have brick on all sides and a masonry cap, as depicted on the enclosed sign rendering. The height of the two-panel sign exceeds the Village Code standard of 12' tall, however staff supports the requested 16' height in part because the developer will be removing a currently non-conforming sign (Brunswick Zone) and also due to the fact that the East Algonquin Road Commercial Corridor was the subject of an extensive market study in 2015 by Gruen Gruen + Associates and one of its key findings suggested:

- The high speed and level of traffic on East Algonquin Road is such that the study area offers only a limited “billboard” effect for those driving by properties that in some cases are not well placed and not readily visible to drivers. Given this constraint and the prevalence of poorly located and configured commercial uses with limited visibility to East Algonquin Road, *consider flexibility on signage standards, especially if such flexibility is taken in conjunction with actions by property owners to make physical or tenanting enhancements to their properties*

(page 8 - https://www.algonquin.org/egov/documents/1440079594_83831.pdf)

Planning and Zoning Recommendation

On September 9, 2019 the Planning and Zoning Commission considered the petition and unanimously recommended approval (5-0) of the request subject to the conditions listed by staff and the additional recommendations that increased landscaping be added along Route 62, as well as that the Village consider permitting a standing seam metal roof material on the car wash building if it were in a darker tone of red than proposed on the drawings.

Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating, consistent with the plans submitted and the following conditions:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
2. The Final Plat of Subdivision prepared by Arc Design Resources, Inc. with the latest revision date of August 6, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, to provide the opportunity for future cross-access to the west.
3. The Site Plan prepared by Reitan Architects, LLC with the latest revision date of July 15, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The Village Engineer recommended adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway.
4. The Final Engineering Plans prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer's review memo, that do not meet the Village's required minimum depth. Details for the dumpster enclosures shall be submitted. The enclosures shall be constructed of masonry material and have solid wooden doors that securely latch close. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black anodized storefront window system. The existing asphalt adjacent to the former bowling alley building shall be removed and surface replaced in accordance with the Village Engineer's recommendation. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or

accumulated inside the fence shall be visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans. The developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations, proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC.

5. The Landscape Plan as prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019, shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The tree loss fee as calculated by Public Works in the amount of \$43,050 shall be the responsibility of the developer to pay prior to obtaining any site development or building permits.
6. The exterior remodeling of the Brunswick Zone bowling alley shall be consistent with the Safe Storage renderings as prepared by Reitan Architects, LLC with the latest revision date of September 5, 2019. The developer shall provide material samples for review by Village Staff prior to permitting.
7. The exterior elevations of the car wash building as prepared by WT Group with the latest revision date of September 5, 2019 shall be revised to show a maximum of two wall signs. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. The plans shall also be revised to replace the building's and vacuum canopy's standing seam metal roof with architectural roof shingles.
8. The exterior elevations of the Popeyes Louisiana Kitchen as prepared by Purohit Architects with the latest revision date of July 15, 2019 shall be revised to incorporate stone pilasters on the side and rear elevations. Additionally, the canopies above the storefront windows shall be revised from standing seam metal to a fabric material. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for reviewed by Village Staff prior to permitting.
9. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The existing ground sign that served the former Brunswick Zone business shall be removed concurrent with the installation of the proposed new grounds signs on the outlots. The ground signs shall be consistent with the enclosed rendering dated August 9, 2019 and have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year.

10. The Photometric Plan, as prepared by Cree Lighting, with the latest revision date of July 17, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.
11. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
12. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
13. No materials or products may be stored outside the fenced storage yard at any time.
14. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.

Enclosures: P&Z minutes; Property Map; Staff & Consultant memos; Plan Submittal

**VILLAGE OF ALGONQUIN
PLANNING AND ZONING COMMISSION
Meeting Minutes
September 9, 2019**

AGENDA ITEM 1: Roll Call to Establish a Quorum

Senior Planner Ben Mason called the meeting to order at 7:30 pm.

Mason called the roll, Commissioners present were: Hoferle, Laipert, Neuhalfen, Szpekowski, and Postelnick. Commissioners absent were Patrician and Sturznickel.

Staff Members present were: Ben Mason, Senior Planner and Brandy Quance, Village Attorney.

Noting that Chair Patrician was not present, Mason asked for a motion to appoint an Acting Chair. Commissioner Hoferle made a motion to appoint Commissioner Neuhalfen Acting Chair. Motion was seconded by Commissioner Szpekowski and passed by voice vote, with no nays.

AGENDA ITEM 2: Approval of Minutes from the July 8, 2019 Meeting.

Acting Chair Neuhalfen asked for a motion on the minutes of the July 8, 2019 meeting. Commissioner Hoferle made a motion, seconded by Laipert, to approve the minutes. Motion passed by voice vote, with no nays.

AGENDA ITEM 3: Public Comment

Acting Chair Neuhalfen called for any public comment, being none, Neuhalfen closed public comment.

AGENDA ITEM 4: Request for Final Plat, Final PUD and Special Use Permit

Case No. 2019-07 2075 East Algonquin Road

Petitioner: Steve Schwartz

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Acting Chair Neuhalfen opened the public hearing and asked to establish quorum. Commissioners present: Hoferle, Laipert, Neuhalfen, Szpekowski, and Postelnick. Commissioners absent: Patrician and Hoferle. A quorum was declared.

PETITIONER COMMENTS

Acting Chair Neuhalfen asked the petitioners to step up and be sworn in. Village Attorney Quance swore in the petitioners and verified proper legal notice. Petitioners were Joe Gottemoller, Attorney, Ryan Swanson, Engineer, Ed Reitan, Architect, Steve Schwartz, Developer, Hemal Purohit, Popeyes Architect, Ryan Triphahn, Car Wash Architect, Dan Gunsteen, Car Wash Operator. Steve Schwartz explained he owns the subject property and is proposing to subdivide into three lots, for a self storage facility, car wash, and Popeyes chicken restaurant. The site would have cross access to Thorntons to the east and a full access onto Route 62. Joe Gottemoller,

Attorney stated concern with Village requirements the existing parking lot be resurfaced, fencing requirement for the west lot line, restrictions on standing seam metal roof and he also noted Popeyes color scheme is per their company's corporate branding.

STAFF COMMENTS

Acting Chair Neuhalfen asked Senior Planner Mason for his staff report. Mason gave an overview of the request and noted that the redevelopment proposal includes cross-access and shared detention. The developer is seeking plat of subdivision approval to create the three lots, as well as Final PUD approval for the proposed use on each lot. Lot 1 would be the self storage facility, Lot 2 a car wash and Lot 3 Popeyes drive-through restaurant.

COMMISSION QUESTIONS/COMMENTS

Acting Chair Neuhalfen asked for any Commission questions or comments.

Hoferle stated he was disappointed the petitioner did not bring material samples for the car wash or restaurant buildings. He asked about the proposed wall signs on the buildings, to which Mr. Mason stated the development will be required to conform to the Village's Sign Code which permits a maximum of two wall signs for a free-standing building. He recommended increased landscaping being added along Route 62. He stated support for standing seam metal roof on the car wash but in a darker tone of red, to which Dan Gunsteen the proposed operator stated red is their corporate color for branding purposes and noted that the main exterior of the building would be brick.

Szpekowski asked about the new glass atrium that would be added to the front of the storage building, to which Steve Schwartz stated it is intended to serve as an attractive focal point for the front façade. She thought adding more masonry material to the Popeyes restaurant exterior, in the manner of the stone pilasters as recommended by Staff would help to enhance the look of their building.

Postelnick stated he supports the design of the Popeyes restaurant and could appreciate that the proposed orange EIFS exterior is their corporate branding. He asked how the three separate car wash lanes merge into one, to which Mr. Gunsteen stated there are control arms and sensors at the pay kiosks that manage the flow of vehicles in an organized manner. He asked how traffic is controlled on the busiest day of the year, to which Mr. Gunsteen stated he will have employees out in the drive-up lanes managing traffic. He asked what are the hours of operation, to which Mr. Gunsteen stated 7am to 9pm and all services including the outdoor vacuums are turned off when the business is closed.

Laiptert asked if the car wash recycles water, to which Mr. Gunsteen stated no because reclaimed water has a poor odor however they will be installing an underground system for doing so if the state requires it in the future.

Neuhalfen asked where the dumpster enclosure for Popeyes would be located, to which Mr. Mason stated to the southeast corner of the site. He asked about the Village requirement the existing

parking lot be resurfaced, to which Mr. Mason stated the developer will be required to bring the existing pavement back to an acceptable standard as determined by the Public Works Department.

PUBLIC COMMENT

Acting Chair Neuhalfen opened the public hearing and asked for any public comments.

Phil Murphy, 1910 East Algonquin Road, stated that the self storage facility he owns nearby has many vacant storage units and he questioned the viability of another storage business. He stated the proposed storage building should be required to have four-sided architectural design quality, limitations on window signage and a sidewalk should also be considered in front of the property along Route 62.

Hoferle closed the public hearing and asked for a motion.

COMMISSION MOTION ON PETITION

Commissioner Hoferle made a motion to approve the request by Mr. Steve Schwartz at 2075 East Algonquin Road, for Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating, consistent with the plans submitted by the petitioner, the findings of fact listed in the September 9, 2019 Community Development memorandum, the conditions recommended by staff and the additional recommendations that the developer increase the amount of landscaping along Rt. 62 / Algonquin as well as that the Village consider permitting a standing seam metal roof material on the car wash building if it were in a darker tone of red than proposed on the drawings. Seconded by Commissioner Laipert. Acting Chair Neuhalfen called for a voice vote on the Motion: AYE: Hoferle, Laipert, Neuhalfen, Szpekowski, and Postelnick. NAY: None. Absent: Patrician and Sturznickel. Motion passed, 5-0.

AGENDA ITEM 8: New/Old Business

None.

AGENDA ITEM 9: Adjournment

A motion to adjourn the meeting was made by Laipert, seconded by Postelnick, and a voice vote noted all ayes. The motion carried and the meeting was adjourned at 9:05p.m.

Respectfully Submitted,

Benjamin A. Mason, AICP
Senior Planner

Property in Question Map





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 4, 2019

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Ben Mason, Senior Planner

Subject: 2075 Development – FIRST REVIEW
Algonquin Case No. 2019-14
(CBBEL Project No. 07-0272.00116)

Dear Ben:

We have reviewed the following documents related to this project:

- Engineering Plans prepared by ARC Design Resources, Inc. bearing a revision date of August 9, 2019
- Stormwater Management Report prepared by ARC Design Resources, Inc. bearing a revision date of August 9, 2019
- Project Traffic Memorandum prepared by ARC Design Resources, Inc. bearing a revision date of July 12, 2019
- Final Plat of Subdivision prepared by ARC Design Resources, Inc. bearing a revision date of August 6, 2019
- Photometric Plan prepared by Cree Lighting bearing a revision date of July 17, 2017
- Preliminary Exterior Elevation (SK1) prepared by Reitan Architects, LLC bearing a revision date of August 9, 2019
- Preliminary Site Plan (SK2) prepared by Reitan Architects, LLC bearing a revision date of July 15, 2019
- Preliminary Floor Plan (SK3) prepared by Reitan Architects, LLC bearing a revision date of July 15, 2019
- Architectural Plan sheets A5, A6, and K1 prepared by Purohit Architects bearing a revision date of July 15, 2019
- Colored Exterior Elevations (A201-C) prepared by WT Group bearing a revision date of December 5, 2018
- Colored Exterior Elevation prepared by Purohit Architects bearing no revision date

It is our understanding that this project will be presented to the Planning and Zoning Commission in September. We offer the following comments for their consideration:

ENGINEERING PLANS

Sheet C01

1. The phrase "48 hours" should be deleted and replaced with "two business days" in SANITARY SEWER NOTE 2 and WATER UTILITY NOTE 2.
2. The word "dried" is misspelled in SANITARY SEWER NOTE 7B.
3. The word "and" is misspelled in SANITARY SEWER NOTE 15B.

Sheet C04

4. The use of an inlet filter is missing from storm structure D17 along the west curb line adjacent to the detention pond.
5. The use of an inlet filter is called for at the northwest corner of the parking area for the car wash where there is no storm structure; possibly the missing callout for D17.
6. The use of riprap (RR) is not noted on the plan sheet but found in the sheet legend. The item shall be removed from the legend if not used on the project.
7. The specified erosion control blanket (BLS) shall be changed to NAG S150BN in the sheet legend.

Sheet C08

8. The proposed parking stalls at the northeast, southeast and southwest corners of the Quick Service Restaurant parking lot do not have the proper depth due to the kinks in the curb line. The stalls shall be increased in size to obtain the proper depth or striped for no parking. The stall at the southeast corner of the site cannot be accessed if a truck is servicing the dumpster enclosure (typical to sheets C08 thru C16).
9. The parking stall adjacent to the dumpster for the car wash site cannot be accessed if a truck is servicing the dumpster enclosure (typical to sheets C08 thru C16).
10. The ZONING INFORMATION table does not state how many parking stalls are required for the proposed uses and the number of stalls provided for comparison.

11. The proposed pole mounted lighting found on the Photometric Plan shall be added to the plan sheet (typical to sheets C08 thru C16).
12. An existing fire hydrant is shown to be protected near the northwest corner of the site on sheet C06, but it has disappeared on this sheet and others. It should be returned so that it can be verified if it will be impacted by the development (typical to sheets C08 thru C15).
13. The existing parking lot adjacent to the bowling alley is needing repairs beyond the specified sealing and restriping as grasses and plants are now growing through the pavement cracks. We recommend the pavement be replaced full depth as called for in other locations on the site. At a minimum the asphalt surface should be removed, the aggregate base recompactd (if acceptable), and the asphalt surface replaced.

Sheet C09

14. Insert the text "(TYP.)" beside the single callout for the ADA SIGN at the car wash as the same symbol is used for the quick service restaurant.

Sheet C11

15. The values for the elevation contours located within the detention basin are missing from the plan sheet and shall be added (typical to sheets C11 and C12).
16. Many of the elevation contours on the plan sheet lack their values. These shall all be added.
17. The 100-year overland flow paths to and away from the detention pond are not noted on the plan sheet (typical to sheets C11 and C12).
18. The following information shall be added to the proposed detention pond in a note: the NWL, the HWL, the required detention volume, and the actual detention volume.
19. The top and bottom elevations for the retaining wall around the detention pond are missing from the plan sheet (typical to sheets C11 and C12). If the wall will be in excess of three feet, then it will have to be designed and sealed by a structural engineer.
20. It is unclear from the proposed grading if there is to be a ramp to access the two ADA stalls for the car wash building or there is going to be a vanishing curb face from the parking island westward to the ADA stalls. The engineer shall clarify his design intent.

21. Similarly, the same lack of clarity exists for the sidewalk area immediately west of the ADA stalls for the quick service restaurant which appears to be where the door and the accessible pathway would be.

Sheet C13

22. The orientation of the north arrow on the plan sheet does not correlate with the directions listed for the structure inverts. "Plan" North is not true North as the site faces to true northeast. If Plan North is to remain in the 12 o'clock position on the plan sheet, then the invert directions should be revised to reflect this (typical to sheets C13 thru C16).
23. The noted slope of pipe P32 shall be revised to 26.20% if the given upstream and downstream inverts are held.

Sheet C15

24. The utility crossing information for the both the proposed sanitary sewer and potable water service lines is not noted on the plan sheet.
25. The linework for the 6-inch sanitary service line for the car wash building is missing from the plan sheet, but there are several callouts on the plan sheet referencing it.
26. It is our understanding that both new structures must have fire sprinkling systems. As such, the specified 2-inch diameter water services are probably inadequate. A combined fire & domestic service line shall be brought into the buildings and the domestic service split from the combined line within the building.
27. The fire department connections shall be added to the plan sheet along with a radius line to show that it is within the limits of the applicable fire protection district.
28. The diameter of the existing water service to the bowling alley building is not noted on the plan sheet. It may not be large enough to supply the fire protection needs of the reused structure. If the service line has to be replaced, it may be advantageous to loop the main through the site and connect with the watermain within the Compton Road right-of-way.

Sheet L01

29. The proposed pole mounted lighting found on the Photometric Plan shall be added to the plan sheet.

30. The proposed underground utilities found on the C-series plan sheets shall be added to this plan sheet.
31. The seeding or planting for the stabilization of the detention pond is not noted on the plan sheet.

PLAT OF SUBDIVISION

32. The provisions for the utility, stormwater management, and cross-access easements to be granted are not found on the plat.
33. The site's PIN should be added to the plat (19-35-452-006).
34. The school district information is missing from the plat.

PHOTOMETRIC PLAN

35. The architectural renderings note that 16 wall sconces will be used around the perimeter of the car wash building. These do not appear in the photometric plan but should and their light contribution added to the photometric calculations.
36. The architectural renderings note that 16 or more wall sconces will be used around the perimeter of the Popeyes (quick service restaurant) building. These do not appear in the photometric plan but should and their light contribution added to the photometric calculations.
37. The final engineering submittal shall include an electrical site plan showing the wiring, conduit, power source, and control location for all exterior lighting. All conduit under paved surfaces shall be rigid metal conduit. The site plan shall also include a fully dimensioned foundation detail for the proposed pole including callouts for the interior reinforcement.
38. The proposed locations of the two (2) OSQT-2ME lighting units along the Northern east/west entrance drive are in direct conflict with proposed dry underground utilities proposed for the site. Please revise Photometric or Utility Plan accordingly. Also, all light pole locations should be shown on the proposed Utility Plan.
39. The proposed OSQT-5SH lighting unit located near the physical entrance to the car wash is in direct conflict with the existing gas main running north and south through the site. Please revise Photometric Plan accordingly.

40. The Luminaire Schedule in the Photometric Plan shows that the nine (9) OSQT-5SH lighting units are calculated using a LMF factor of 1.020, which is too high. Please revise Photometric calculations accordingly.
41. Along the west property line of the southwest and the east property line of the southeast parking areas there are four (4) OSQT-4ME proposed lighting units shown to be installed in this location. There is not enough room in these areas to construct these poles and foundations. Please revise these light pole locations.
42. In the same parking area, there are two (2) proposed OSQT-5SH lighting standards located in unprotected areas adjacent to drive aisles. These light standards need to be relocated to protected islands or behind barrier curbs. Please revise plans accordingly.
43. The lighting levels along the southwest, southeast, east and south property lines exceed 0.5 fc. Please reduce all lighting levels at the property lines to 0.5 fc or less. Provide a calculation grid and summary in the Photometric Plan that confirms this requirement has been met.
44. The proposed light pole type OSQT-4ME located next to the dumpster corral for the Popeye's portion of the site is in direct conflict with the proposed storm sewer. Please revise plans accordingly.
45. Five (5) of the proposed light standards for the Northern car wash/Popeye's portion of the site are in direct conflict with proposed trees. Please revise Landscape Plan and Photometric Plan accordingly. All proposed light standard locations need to be shown on the proposed Landscape Plan to verify all conflicts have been addressed on both plans.
46. There was no Landscape Plan submitted for the southeast and southwest parking areas. Verify the same comments from Comment #41 have been addressed for these parking areas.

PRELIMINARY SITE PLAN

47. To-scale outlines of vehicles queuing for the car wash both within the three service lanes and within the drive area north of it shall be depicted on the plan sheet. There should be enough space to queue the peak demand on-site and prevent it from spilling out onto Algonquin Road.
48. To-scale outlines of vehicles queuing for the quick service restaurant within the single drive-thru lane shall be depicted on the plan sheet. There should be enough space to queue the peak demand on-site and prevent it from spilling out onto the east-west access road.

STORMWATER MANAGEMENT

49. The plans and stormwater report should be signed and sealed by a licensed Illinois Professional Engineer.
50. The Applicant should clarify why two outlet control structures are noted on the drainage and utility plans.
51. Huff rainfall distributions should be used. SCS Type II is only allowable when the TR-55 tabular method is used.
52. Off-site flow should be determined by completing a critical duration analysis. It appears that only the 24-hour duration was completed.
53. Storm sewer, inlet, and overland flow calculations should be provided for review.
54. The 30-inch RCP outlet should be modeled utilizing a program that accounts for losses and tailwater effects of the existing closed system.
55. Additional topography should be provided to justify off-site tributary area limits. The Applicant should also clarify where runoff from the existing building roof is conveyed.
56. A blocked restrictor model run should be completed. Any overflow in this scenario should be less than the existing 100-year, 24-hour flowrate.

TRAFFIC MEMORANDUM

57. The document does not provide information as to the peak number of vehicles that will be queuing for service for either the car wash or the quick service restaurant.
58. The TIS should state the size of each proposed land use.
59. The TIS should clarify that the existing full access along IL Route 62 (Algonquin Road) will be closed and a new full access is to be built approximately 150' north of the current location.
60. The TIS will need to be submitted to IDOT for review and approval of the proposed full access on IL Route 62 (Algonquin Road).

61. A new left turn lane is recommended on IL Route 62 (Algonquin Road) for access to the proposed full access driveway. The design of the left turn lane will need to satisfy IDOT standards.
62. The signalized intersection of IL Route 62 (Algonquin Road) and County Line Road and the two Thornton's access driveways should be counted. The 2015 volume count data is outdated, and the Thornton's driveways had not been previously counted.
63. Tables 1 – 6, Trip Distribution, should be combined into one table illustrating the total site trip generation for the proposed land uses.
64. The TIS should state what year the proposed land uses will be constructed.
65. The TIS should develop traffic volumes for year of construction plus five. Capacity analyses should also be performed using year of construction plus five traffic volumes.
66. The Synchro capacity analyses should be revised for the Algonquin Road and Compton Drive/County Line Road intersection:
 - All left turn movements operate as protected only.
 - The Yellow + All Red clearances should be revised as follows:
 - a. All left turn movements $Y = 3.5$ seconds
 - b. All through movements $Y = 4.5$ seconds
 - c. Phases 1, 4, 5 & 8 All Red = 1.5 seconds
 - d. Phases 3 & 7 All Red = 1.0 seconds
 - e. Phases 2 & 6 All Red = 2.0 seconds
 - The Saturation Flow rate for eastbound/westbound through movements (Phases 4 & 8) should be 2000 vphpl.
 - The Recall Mode should be "None" for all movements except Phases 2 & 6 where it should be C-Max. There are no minimum recalls on any of the phases.
 - The cycle length for the AM Peak is 140 seconds.
 - The existing AM Peak plan splits in seconds are as follows (Phases 1 – 8): 15, 89, 15, 21, 36, 68, 15, 21.
 - The cycle length for the PM Peak is 160 seconds.
 - The existing PM Peak plan splits in seconds are as follows (Phases 1 – 8): 16, 100, 16, 28, 26, 90, 16, 28.
 - Heavy Vehicle percentages should be entered.
 - There are no pedestrian phases/movements at this intersection.
 - 95% Queue lengths should be shown on the Synchro output.

67. The TIS should discuss the on-site circulation including the maximum expected queuing of each land use and when it is expected to occur.
68. The TIS should evaluate the need for an eastbound right turn lane on IL Route 62 (Algonquin Road) at the proposed full access driveway utilizing IDOT criteria.

OUTSIDE PERMITTING AGENCIES

69. A permit will be required from the IEPA if the proposed sanitary discharge will be more than 1500 gallons per day for either the car wash or quick service restaurant use.
70. A permit will be required from the IEPA for the site disturbance associated with this project.
71. A permit from IDOT is required for all work performed within the Algonquin Road (IL 62) right-of-way.

GENERAL COMMENTS

72. Turning exhibits should be prepared and submitted to show that the applicable fire apparatus can access all three buildings appropriately.
73. The submission did not include any information about the proposed wash water recycling system. The engineer/applicant shall coordinate with the Department of Public Works regarding the nature of the release from the system to the public system as part of the Village's pretreatment program.

Sincerely,



Paul R. Bourke, PE CFM CPMSM
Assistant Head, Municipal Department



Michael E. Kerr, PE
Executive Vice President



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2019

TO: Ben Mason, Senior Planner

FROM: John Heinz, Staff Engineer

SUBJECT: 2075 E. Algonquin Rd.- Former Brunswick Site- Public Works Plan Review

Below are the Public Works Department comments that would coincide with comments by Paul Bourke with CBBEL as well as comments made by the Fire District:

Site Utilities

Water

- PW staff recommends the installation of an 8-inch water main to run through the site and connecting to the 12-inch water main on Compton Dr. there would be pressure connections on both the Algonquin Rd. 8-inch water main and the 12-inch water main on Compton Dr.
- The water service locations for the Car Wash and Restaurant would need to be revised to be connected to this new water main.
- The size of the water services to both of the new out lots (Car Wash and Restaurant) should meet the requirements of the Fire District for fire suppression and for their proposed commercial uses.
- Please provide locations for fire hydrants, the Fire District will have to verify the number and proposed locations for approval.

Sanitary Sewer

- There is no sanitary sewer service line indicated for the Car Wash, please provide a location, tie in point and size of the service.
- The service for the Restaurant is proposed to be 4-inch, please revise for a 8-inch service as well as a detail for the connection to the main line sanitary sewer along Algonquin Rd.

Storm Water Management

- The plan does not provide contours off the site to determine if drainage issues may be created by the proposed improvements. The entire site is required to drain to the detention area and not create drainage issues such as trapping water or overflow of site storm water on adjacent properties.

Parking Lot

- The existing parking lot to the northwest of the existing building is in very poor condition, the existing asphalt needs to be removed and replaced, please provide a cross section of the new proposed pavement section.

Tree Survey and Landscape Plan

- The Village tree ordinance requirements were applied to the submitted tree inventory, and those trees proposed for removal. Of the trees proposed for removal, there is a calculated loss (per the ordinance) of 476.5 inches of tree diameter.
- The submitted landscape plans call for deciduous shade tree replacement in the total of 46 caliper inches (measured at six inches above grade). When credited to our loss total, the proposal for the site leaves us with a negative DBH tree quantity of 430.5 inches. This is a substantial loss to the environment of the Village.
- Per Village Code Chapter five (5), section fifteen (15), paragraph “P”, “Should the Village Arborist determine that full replacement would result in unreasonable crowding upon the lot; the permittee shall be required to offset the environmental loss by paying a loss fee to the Village. The loss fee will be based upon \$100.00 per caliper inch of loss based upon the formula noted above. This loss fee will account for the proposed environmental losses and shall be used to provide reforestation in other areas of the Village. Said fee shall be paid prior to the issuance of a site development permit”. With the formula from the code, as noted above, the total of inches lost, times \$100.00, places the environmental loss fee at \$43,050.
- If this proposal is viewed as the best alternative to the development of this site, it is our recommendation that the Village be issued an environmental loss fee in the amount of \$43,050. All monies would be used for reforestation in other areas of the Village. This will allow all parties to be accountable for this substantial amount of tree loss.
- The Landscape plan does not reflect the requirements of utilizing the Village’s approved tree species list or required diversity, please review the tree code in Chapter 5 of the Village code and re-submit for review. The current tree list can be found on the Village website https://www.algonquin.org/egov/documents/1490967146_24991.pdf

Algonquin-Lake in the Hills Fire Protection District Fire District Memorandum



DATE: August 28, 2019
TO: Ben Mason, Senior Planner Village of Algonquin
FROM: Cory Pikora, Fire Prevention Director Algonquin- LITH FPD
RE: 2075 E. Algonquin Road redevelopment

Thank you for providing the redevelopment drawings for the property located at 2075 E. Algonquin road. Please find my comments below:

Overall Site:

- Indicate the fire hydrant locations on the drawing.
- Fire hydrants shall be no further than 300 feet apart, all hydrants shall not be on a dead end and shall be looped.
- Provide an emergency vehicle access plan using the turning radius schematic provided for our tower ladder truck. This access plan should include all driveways / roadways of the property.
- Fire Department hose access shall be no more than 150 feet from the fire apparatus to all sides of the buildings from each fire department access road.
- All buildings at a minimum will require the following fire protection systems: a fire sprinkler system, a fire alarm system. The Popeye's Chicken will additionally require a kitchen hood suppression system.
- All fire department access roads shall be a minimum of 20 feet unobstructed.
- Clear 75 cd Strobes are required above the main entrances of all buildings to activate on all fire alarms.
- A blue lens 75 cd horn strobe is required to active for a water flow alarms only and is required above the fire department connection.
- A 10 psi safety factor is required for all fire sprinkler systems hydraulic calculations.
- RPDA backflow preventer with meter bypass measured in gallons is required.
- The fire department connections shall be a 4 inch Storz connection, with a 30 degree downturn. For building requiring a sprinkler demand of 1000 gpm or greater two 4 inch Storz connections will be required.
- Ball drips and main drains shall be to piped to the exterior whenever possible.
- An adjustable low temp device is required in all sprinkler rooms to report as a supervisory alarm.
- All new fire alarm systems shall transmit via radio to a UL listed central station.
- Exterior and interior sprinkler bells shall be replaced with exterior and interior rated audio visual devices.

Popeye's Chicken:

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.

Self-Storage Building:

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.
- Install a Knox Box key switch for the 8 foot gate on the west side of the building. Indicate the location of the Knox Box key switch on the drawings.

Car Wash:

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.

Should you have any questions on my comments, please feel free to contact me.

Cory Pikora
Fire Prevention Director
Algonquin-Lake in the Hills Fire Protection District

Ben Mason

From: Haydel, Yeleina I <Yeleina.Haydel@illinois.gov>
Sent: Friday, September 6, 2019 11:42 AM
To: Ben Mason
Cc: Gallenbach, Thomas G
Subject: RE: 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Good morning Mr. Mason,

Thank you for contacting us regarding the redevelopment of the old Brunswick Zone property at the subject location. We had received and reviewed a copy of the conceptual plan designed by ARC Design Resources Inc. for this site and have conceptually approved the proposed access location as shown on the plan dated May 29, 2019. Attached please find a copy of the email sent to ARC Design where we notify them of our approval. If you have any questions or need additional information please feel free to contact me at 847-705-4145 or Tom Gallenbach at 847-705-4130.

THANK YOU,

YELEINA I. HAYDEL
ILLINOIS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC - PERMITS SECTION
201 WEST CENTER COURT
SCHAUMBURG, IL 60196
(847) 705-4145

From: Gallenbach, Thomas G
Sent: Monday, August 12, 2019 4:07 PM
To: Haydel, Yeleina I <Yeleina.Haydel@illinois.gov>
Subject: FW: 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)

This is just inside McHenry County.

From: Ben Mason <bmason@algonquin.org>
Sent: Monday, August 12, 2019 4:06 PM
To: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: [External] 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)

Hello Mr. Gallenbach,

I just wanted to give you a heads-up this owner has submitted plans for redevelopment of the old Brunswick Zone property at 2075 E. Algonquin Road.

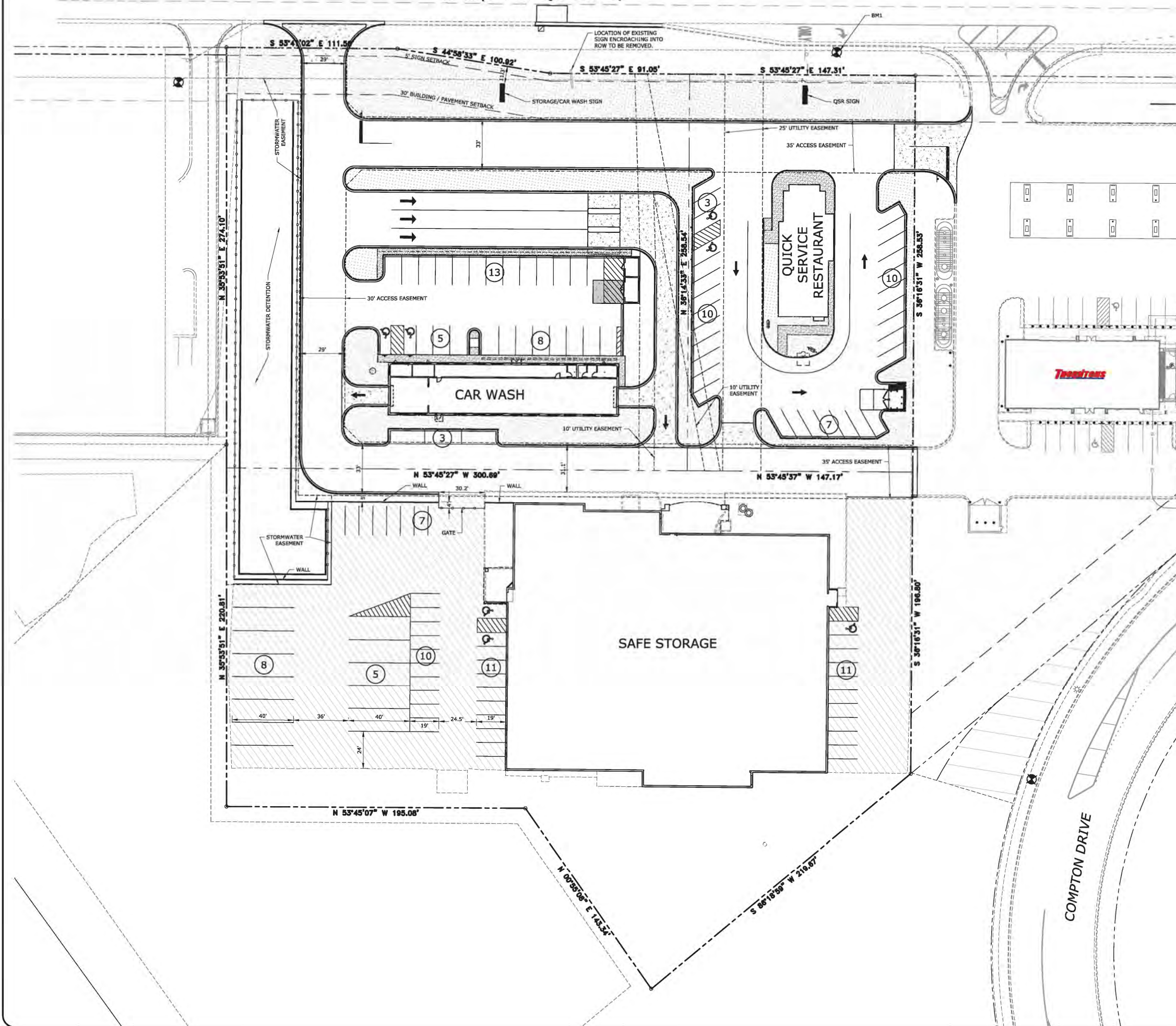
The petition is scheduled to go to our Planning and Zoning Commission in September and below is a Dropbox hyperlink to the developer's plan submittal files:

2075 E. Algonquin Road plan submittal
<https://www.dropbox.com/sh/t2gezhhgjqkjoqh/AADiyTkxxgeKeAbi68VTK4eZa?dl=0>

Please let me know if you have any comments or questions; the village's understanding is that the developer is required to shift the property's access to align with the existing curb cut on the north side of Rt. 62 and so that is the alignment shown on the civil engineering plans.



IL 62 (E ALGONQUIN ROAD)



LEGEND

- EXISTING PROPERTY LINE
- EXISTING ROW LINE
- EXISTING EASEMENT LINE
- EXISTING LOT LINE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVEMENT
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT (810 ALTERNATE: STANDARD DUTY CONCRETE PAVEMENT)
- GREEN SPACE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE CURB AND GUTTER
- EXISTING EDGE OF PAVEMENT
- PROPOSED FENCE
- EXISTING STRIPING
- PROPOSED STRIPING
- NUMBER OF PROPOSED PARKING SPACES PAINTED YELLOW STRIPES IN A ROW
- PROPOSED ADA PARKING SPACE
- PROJECT BENCHMARK

PAVEMENT MARKING KEY

SYSL, 4" - SINGLE YELLOW SOLID LINE / 4" WIDE

NOTES

1. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
2. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
3. ALL RADII ARE DIMENSIONED TO THE BACK OF CURB, WHEN CURB IS NOT PRESENT RADII ARE DIMENSIONED TO EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
4. SOME FIELD ADJUSTMENTS MAY BE NECESSARY AT POINTS WHERE PROPOSED PAVEMENT, CURB AND SIDEWALKS MEET EXISTING PAVEMENT, CURB AND SIDEWALKS. REVIEW ANY REQUIRED CHANGES WITH ENGINEER PRIOR TO CONSTRUCTION OF WORK.

Zoning Information

Site Address	2075 E Algonquin Road Algonquin, IL
Proposed Use	Self Storage / Commercial Outlets
Existing Zoning	B-2 - Business, General Retail
Proposed Zoning	PUD
Parcel Area	5.28 acre

Setbacks	Front Yard	Side Yard	Rear Yard
Building Setback	Required: 30' Provided: Min 71.5'	0' Min 45'	20' Min 25'
Pavement Setback	Required: 30' Provided: Min 30'		
Sign Setback	Required: 5' Provided: Min 7'		

BENCHMARKS

DESCRIPTION	ELEVATION (NAVD88)
BENCHMARK 1 TOP S BOLT ON FIRE HYDRANT	861.45
BENCHMARK 2 TOP SE BOLT ON FIRE HYDRANT	867.54
BENCHMARK 3 FIRE HYDRANT TOP NW BURY BOLT	859.54



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RESOURCES INC.

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LOVES PARK, IL 61111
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FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

PROJECT NAME
OWNER'S NAME

2075 REDEVELOPMENT

2075 E ALGONQUIN RD
ALGONQUIN, IL

STEVE SCHWARTZ
2075 ALGONQUIN LLC
2207 PATRIOT BLVD
GLENVIEW, IL 60026
(847) 510-0454

CONSULTANTS

ISSUED FOR	DATE
1. INTERNAL REVIEW	2019 06-28
2. ---	---
3. ---	---
4. ---	---
5. ---	---
6. ---	---
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17. ---	---

REVISIONS	DATE
1. ---	---
2. ---	---
3. ---	---
4. ---	---
5. ---	---
6. ---	---
7. ---	---

SHEET TITLE

OVERALL LAYOUT PLAN

DRAWN: TWL
CHECKED: LND
PM: RCS

PROJECT NUMBER
SHEET NUMBER

15089
C08

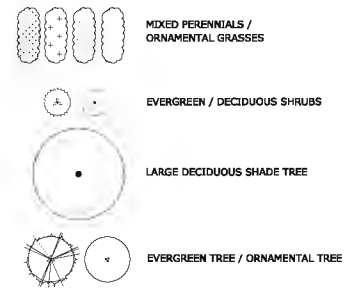
ISSUED FOR

NO.	DATE
1. AGENCY REVIEW	2015 06-29
2. ---	
3. ---	
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17. ---	

REVISIONS

NO.	DATE
1. ---	
2. ---	
3. ---	
4. ---	
5. ---	
6. ---	
7. ---	

PLANT LEGEND

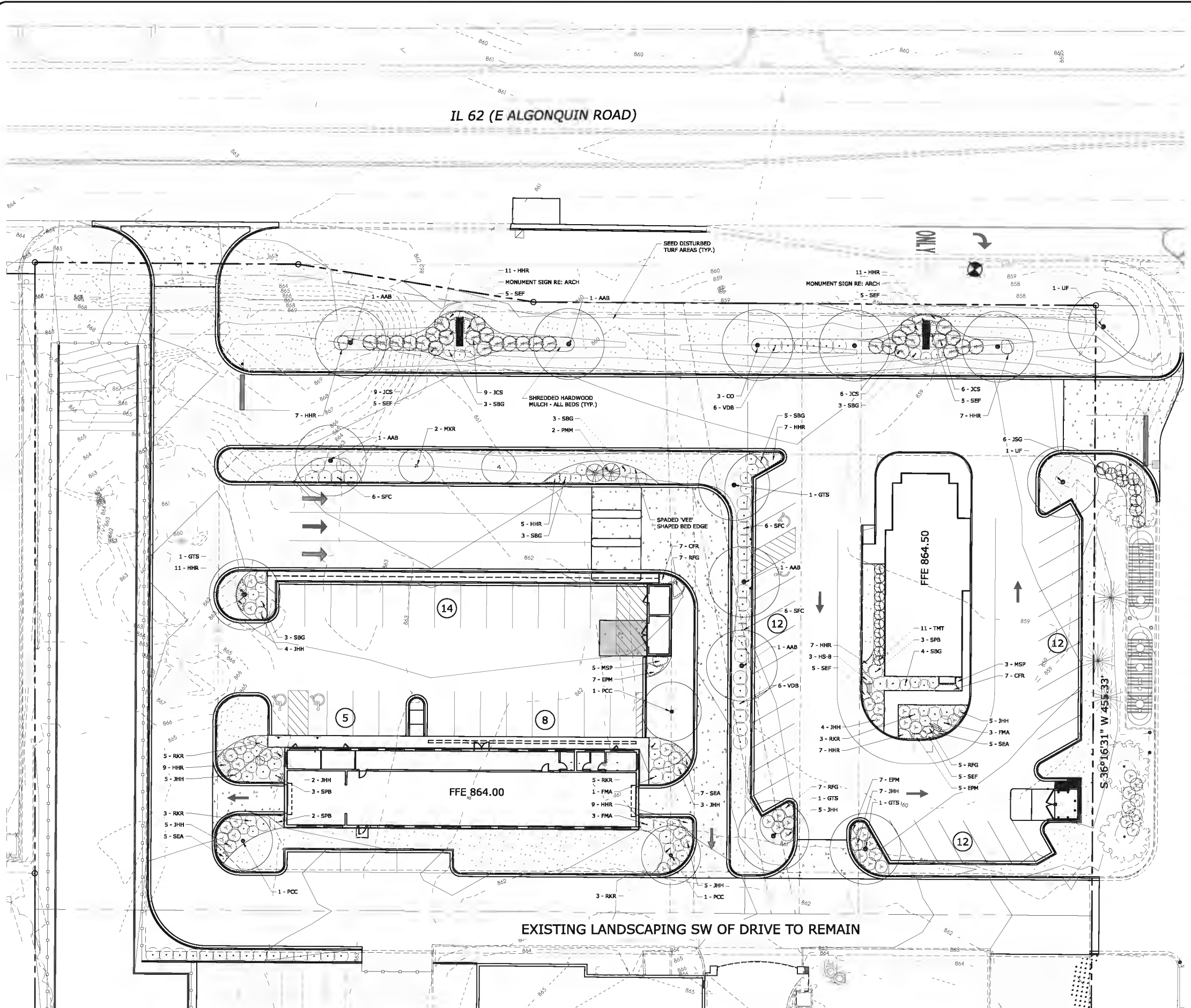
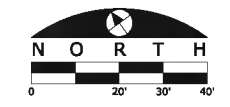


PLANT LIST

KEY	QTY	BOTANICAL NAME COMMON NAME	SIZE	REMARKS
AAB	5	Acer rubrum AUTUMN BLAZE MAPLE	2"	
CO	3	Celtis occidentalis COMMON HACKBERRY	2"	
GTS	4	Gleditsia tricanthos x 'Skyline' SKYLINE HONEYLOCUST	2"	
MXR	2	Malus x 'Red Jewel' RED JEWEL CRABAPPLE	7'	MULTI-STEMMED
PCC	3	Pyrus calleryana x 'Chanticleer' CHANTICLEER PEAR TREE	2"	
UF	2	Ulmus carpinifolia x parvifolia FRONTIER LACEBARK ELM	2"	
FMA	7	Fothergilla x 'Mt. Airy' MT. AIRY FOTHERGILLA	24"	
JCS	30	Juniperus chinensis 'Sargent' SARGENT JUNIPER	5 GAL.	EVERGREEN SHRUB
JHH	45	Juniperus horizontalis 'Hughes' HUGHES JUNIPER	5 GAL.	EVERGREEN SHRUB
JSG	6	Juniperus x pfitzeriana 'Sea Green' SEA GREEN JUNIPER	5 GAL.	EVERGREEN SHRUB
PMM	2	Pinus mughus x 'Mugho' DWARF MUGHO PINE	30"	
RKR	19	Rosa x 'Radcon' PINK KNOCKOUT ROSE	5 GAL.	
SBG	24	Spiraea bumalda 'Goldflame' GOLDFLAME SPIREA	5 GAL.	
SFC	18	Spiraea foebellii x 'Compacta' COMPACT PROEBEL SPIREA	5 GAL.	
SPB	8	Syringa patula 'Bloomingang' REBLOOMING DWARF LILAC	24"	
TMT	11	Taxus media x 'Tauntoni' TAUNTON JAPANESE YEW	24"	EVERGREEN SHRUB
VDB	15	Viburnum dentatum x 'Blue Muffin' BLUE MUFFIN VIBURNUM	30"	
CFR	14	Calamagrostis acutifolia 'Karl Forster' FEATHER REED GRASS	GAL.	3'-0" O.C.
EPM	19	Echinacea purpurea x 'Magnus' PURPLE CONEFLOWER	GAL.	2'-0" O.C.
HHR	84	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	GAL.	2'-0" O.C.
HS-B	3	Hosta x 'Patriot' PATRIOT VARIEGATED HOSTA	GAL.	2'-6" O.C.
MSP	8	Miscanthus sinensis 'Purpureus' PURPLE MAIDEN GRASS	GAL.	3'-0" O.C.
RFG	19	Rudbeckia fulgida 'Goldstrum' BLACK-EYED SUSAN	GAL.	2'-0" O.C.
SEA	17	Sedum x 'Autumn Joy' AUTUMN JOY SEDUM	GAL.	2'-0" O.C.
SEF	30	Salvia x 'East Friesland' EAST FRIESLAND SALVIA	GAL.	2'-0" O.C.

BENCHMARKS

DESCRIPTION	ELEVATION (NAVD88)
BENCHMARK 1 TOP S BOLT ON FIRE HYDRANT	861.45
BENCHMARK 2 TOP SE BOLT ON FIRE HYDRANT	867.54
BENCHMARK 3 FIRE HYDRANT TOP NW BURY BOLT	859.54



EXISTING LANDSCAPING SW OF DRIVE TO REMAIN

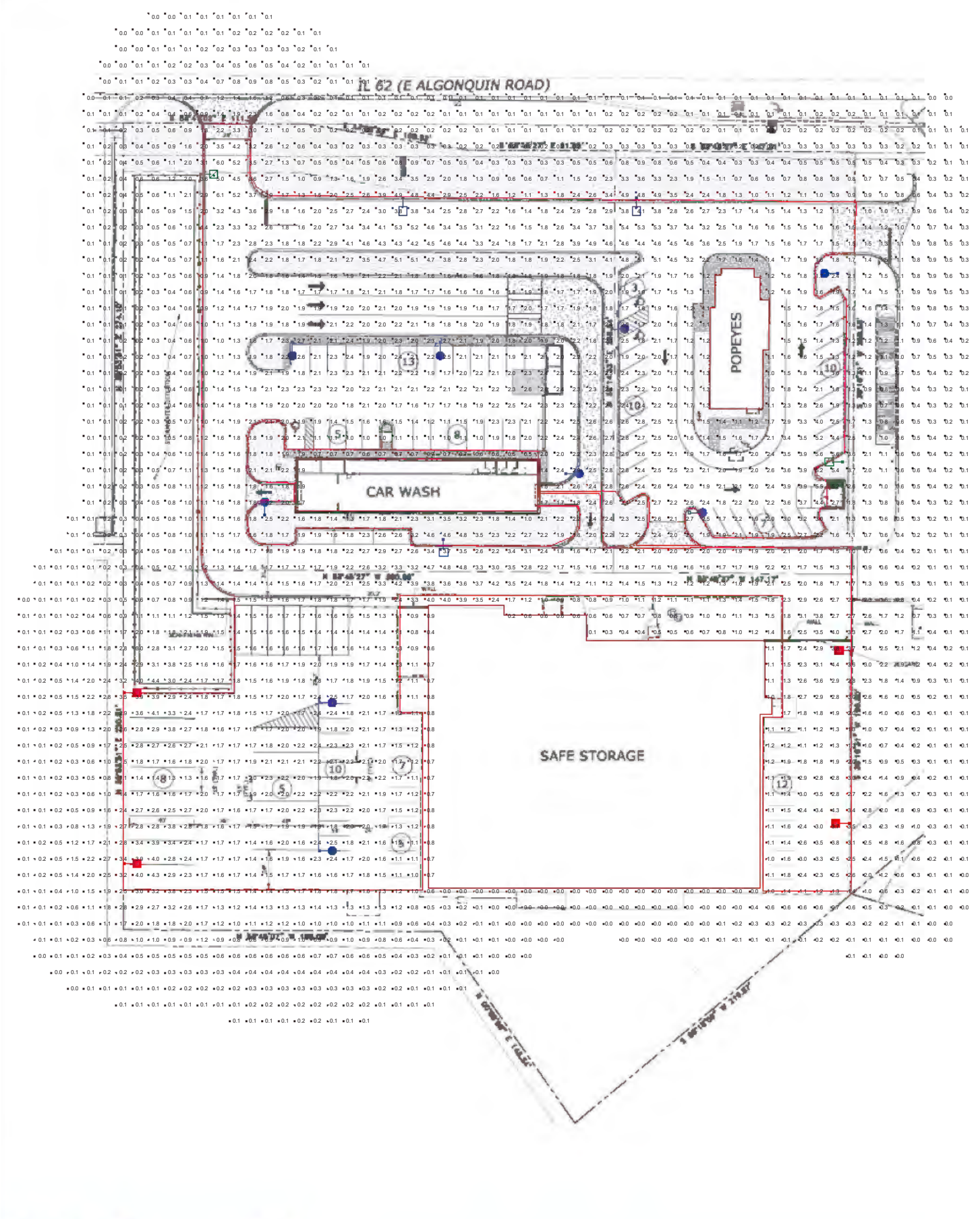
Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	3	OSQT-2ME	SINGLE	1.000	22330	166	OSQ-A-NM-2ME-T-57K-xx-xx
	2	OSQT-3ME	SINGLE	1.000	22330	166	OSQ-A-NM-3ME-T-57K-xx-xx
	4	OSQT-4ME	SINGLE	1.000	22330	166	OSQ-A-NM-4ME-T-57K-xx-xx
	9	OSQT-5SH	SINGLE	1.020	23069	166	OSQ-A-NM-5SH-T-57K-xx-xx

Calculation Summary (Footcandles calculated using predicted lumen values @ 50K hrs of operation)						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts	Fc	1.36	6.1	0.0	N.A.	N.A.
Parking and Drives Lanes Only	Fc	2.17	6.1	1.0	2.17	6.10

Pole Schedule
 (18) PS4S25C1xx 25' X 4" Square steel poles (+2.5' afg base)
 *** Proposed poles meet 110 mph sustained winds
 *** Fixtures mounted with no tilt at 27.5' height

Additional Equipment:
 (18) OSQ-DAXx Direct arm mounts

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***



illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting or energy code.

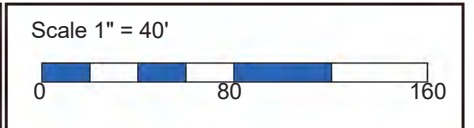
Project Name: Self Storage - E. Algonquin Rd & Compton Dr

SR-37771

Footcandles calculated at grade

Filename: 190717AM1BRS.AGI

Layout By:
Bill Schubert
Date: 7/17/2019



FINAL PLAT OF 2075 REDEVELOPMENT SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPLE MERIDIAN, McHENRY
COUNTY, ILLINOIS

OWNER INFORMATION
STEVE SCHWARTZ
2075 ALGONQUIN LLC
2207 PATRIOT BLVD.
GLENVIEW, IL 60026

ARC DESIGN
RESOURCES INC.

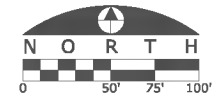
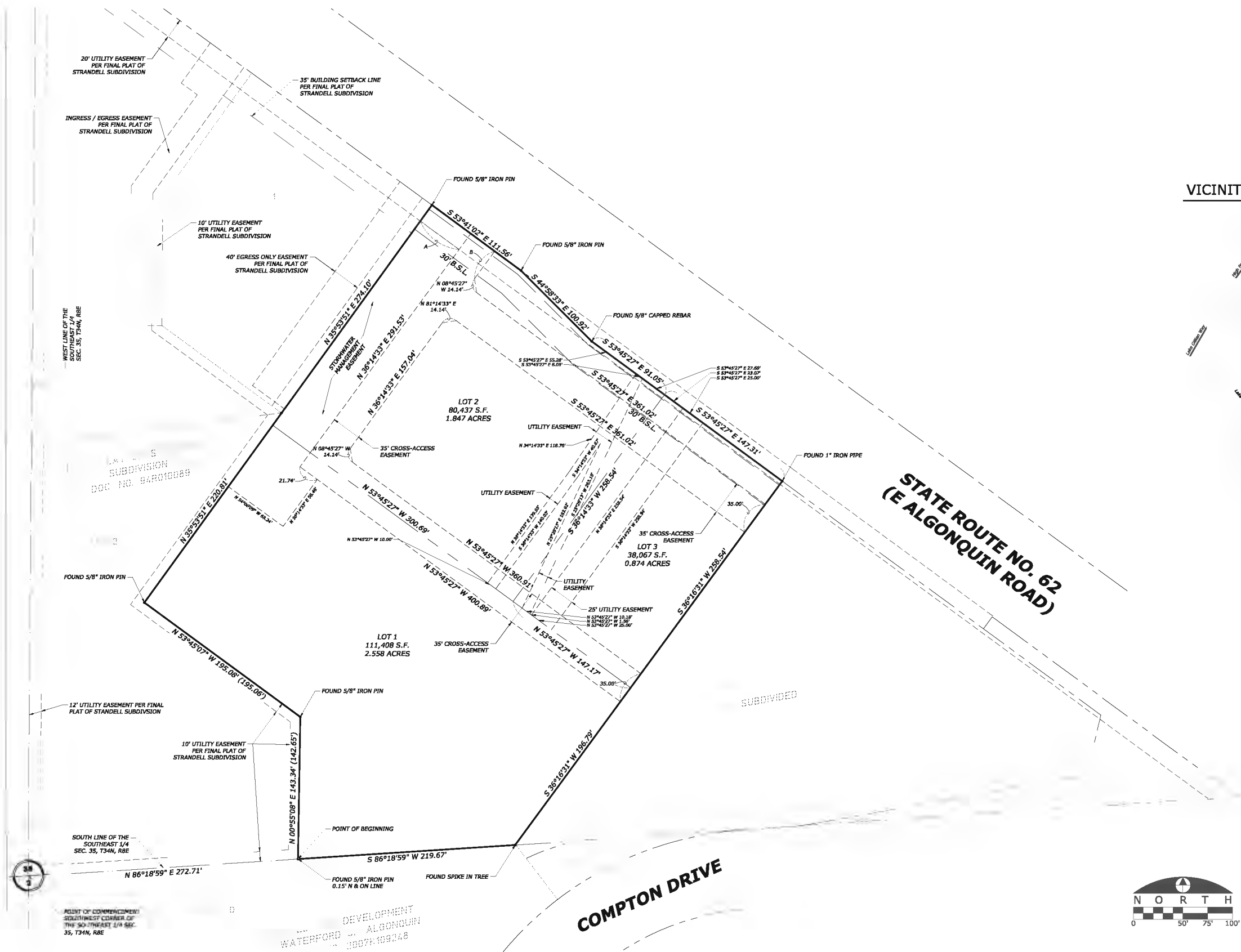
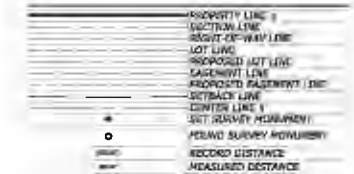
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FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

VICINITY MAP



SEGMENT TABLE		
SEGMENT	BEARING	DISTANCE
A	S 53°49'20" E	48.49'
B	N 36°14'33" E	34.45'

SYMBOL LEGEND



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
THE SOUTHEAST 1/4 SEC.
35, T34N, R6E

DEVELOPMENT
WATERFORD ALGONQUIN
10071092148

PROJECT MEMORANDUM

To: Village of Algonquin
From: Ryan Swanson, P.E.
CC:
Date: July 12, 2019
Re: Proposed Development Site

This memorandum summarizes a traffic study prepared for a proposed development site in Algonquin, Illinois, off E Algonquin Road (IL Route 62). The proposed development consists of 3 separate uses: an automated car wash, a Popeyes restaurant, and an existing bowling alley / entertainment building that will be remodeled as a climate-controlled storage facility. The proposed development includes one (1) full access driveway to E Algonquin Road, interior cross access through the development, and two (2) cross-access driveway connecting the adjacent Thorntons to the development site.

Project Description

The project is located along E Algonquin Road (IL Route 62) near the signalized intersection of E Algonquin Road and Compton Drive / Lake Cook Road, directly west of a Thorntons. The proposed full access driveway is located $\pm 1030'$ from the intersection, and $\pm 440'$ from the existing Thorntons right-in / right-out driveway. The development will also consist of two (2) shared access points with Thorntons.

Refer to "Exhibit 1 – Site Plan" for an overview of the proposed development.

Existing Traffic

Traffic counts for the existing year were determined by using traffic counts taken in 2015 for the Thorntons and projecting the traffic to 2019 (using a growth rate of 2% per year). Turning movement counts at the Thorntons' driveways were determined using the ITE Trip Generation Manual 9th Edition and a land use code of 945 – Gasoline / Service Station with Convenience Market (note: these generated trips were taken from the previously performed traffic study for the Thorntons (Dated August 7, 2014 and revised December 16, 2014)).

The AM peak hour was observed to be between 6:45 am and 7:45 am, with a total of 3469* vehicles and a peak hour factor (PHF) of 0.95. The PM peak hour was observed to be between 4:15 pm and 5:15 pm, with a total of 3254* vehicles and a PHF of 0.96.

*Note: Peak hour traffic for 2019 was developed using the 2015 traffic counts and a projected growth rate of 2% per year. Based on

Traffic count data used for this project memorandum can be found in “Exhibit 2 – 2019 Existing Traffic”.

Development Traffic

Additional trips that would result from the new development were determined using the ITE Trip Generation Manual, 10th Edition, with land use codes of 151 for the storage facility, 948* for the car wash facility, and 934 for the fast-food restaurant.

*Note: Land use code 948 does not include trip generation numbers for the AM peak period of traffic. In lieu of this trip generate rate, the generation rate for the PM peak period of traffic was used to remain conservative; however, in practice, the actual trip generation rate for this type of facility is presumably much lower during the AM peak.

For all three uses, an internal capture percentage of 10% was used. An internal capture trip is defined as a trip that spans 2 or more adjoining facilities without needing to enter an adjacent roadway (typically via cross-access). These trips do not reduce the overall number of trips entering and exiting the site, but do reduce the overall impact on the driveways, as vehicles only need to use a driveway once as opposed to twice or more.

For the car wash and fast-casual restaurant, a pass-by percentage of 20% was used. A pass-by trip is defined as a vehicle which is already travelling on a roadway, stops at the facility, and continues to its original destination. These trips do not add to the overall volume on the roadway, but instead produce additional turning movements at a new driveway.

Trip generation and distributions for the storage facility, car wash, and fast-food restaurant are shown in tables 1-6 below.

Table 1 below shows the total AM trip distribution for the storage facility:

AM Distribution									
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution			Trips	
					Entering %		Exiting %	Entering	Exiting
151 - Mini-Warehouse	0.10	1000 S.F. GFA	32	3	60		40	2	1
Total Trips:								2	1
10%					Internal Capture:			0	0
Total Trips at Development Driveways:								2	1
0%					Pass-by Adjustment:			0	0
TOTAL New Trips:								2	1

Table 1 – AM Trip Distribution (Land Use 151)

Table 2 below shows the total PM trip distribution for the storage facility:

PM Distribution									
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution			Trips	
					Entering %		Exiting %	Entering	Exiting
151 - Mini-Warehouse	0.17	1000 S.F. GFA	32	5	47		53	2	3
Total Trips:								2	3
10%					Internal Capture:			0	0
Total Trips at Development Driveways:								2	3
0%					Pass-by Adjustment:			0	0
TOTAL New Trips:								2	3

Table 2 – PM Trip Distribution (Land Use 151)

Table 3 below shows the total AM trip distribution for the car wash:

AM Distribution									
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution			Trips	
					Entering %		Exiting %	Entering	Exiting
948 - Automated Car Wash	14.20	1000 S.F. GFA	5	72	50		50	36	36
Total Trips:								36	36
10% <i>Internal Capture:</i>								(4)	(4)
Total Trips at Development Driveways:								32	32
20% <i>Pass-by Adjustment:</i>								6	6
TOTAL New Trips:								26	26

Table 3 – AM Trip Distribution (Land Use 948)

Table 4 below shows the PM trip distribution for the car wash:

PM Distribution									
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution			Trips	
					Entering %		Exiting %	Entering	Exiting
948 - Automated Car Wash	14.20	1000 S.F. GFA	5	72	50		50	36	36
Total Trips:								36	36
10% <i>Internal Capture:</i>								(4)	(4)
Total Trips at Development Driveways:								32	32
20% <i>Pass-by Adjustment:</i>								6	6
TOTAL New Trips:								26	26

Table 4 – PM Trip Distribution (Land Use 948)

Table 5 below shows the AM trip distribution for the fast-food restaurant:

AM Distribution								
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution		Trips	
					Entering %	Exiting %	Entering	Exiting
934 - Fast Food Restaurant with Drive-Through Window	40.19	1000 S.F. GFA	3	113	51	49	58	55
Total Trips:							58	55
10% Internal Capture:							(6)	(6)
Total Trips at Development Driveways:							52	49
20% Pass-by Adjustment:							10	10
TOTAL New Trips:							42	39

Table 5 – AM Trip Distribution (Land Use 934)

Table 6 below shows the PM trip distribution for the fast-food restaurant:

PM Distribution								
Land Use	Trip Generation Rate	Development Units	Number of Units	Total Trips	Directional Distribution		Trips	
					Entering %	Exiting %	Entering	Exiting
934 - Fast-Food Restaurant with Drive-Through Window	32.67	1000 S.F. GFA	3	91	52	48	47	44
Total Trips:							47	44
10% Internal Capture:							(5)	(4)
Total Trips at Development Driveways:							42	40
20% Pass-by Adjustment:							8	8
TOTAL New Trips:							34	32

Table 6 – PM Trip Distribution (Land Use 934)

The newly generated trips were distributed using the existing directional distribution observed at the intersection. The newly generated trips were added to the overall intersection traffic to determine the overall impact on the intersection and driveway functionalities.

The approximate directional distribution for newly generated trips can be found in “Exhibit 3 – Directional Distribution”.

The newly generated trip distribution can be found in “Exhibit 4 – New Trip Distribution”.

The newly generated pass-by trip distribution can be found in “Exhibit 5 – Pass By Trip Distribution”.

The overall development traffic distribution can be found in “Exhibit 6 – Development Traffic”.

Capacity Analysis

A capacity analysis was performed for the signalized intersection and the Thorntons driveways for the existing traffic, as well as the signalized intersection, the Thorntons driveways, and the proposed full access driveway with the development site.

For signalized intersections, the LOS is measured in delay (in seconds per vehicle). The Highway Capacity Manual (HCM) uses LOS as a measure of the intersection’s delay in letter grades ranging from A through F. A LOS of A represents minimal / no delay, while a LOS of F represents very high level of delay and is generally considered to be in a failure state.

For stop-controlled intersection, the LOS is measured via Intersection Capacity Utilization (ICU). ICU measure the average ratio of approach volume divided by approach capacity for all legs of a given intersection. ICU LOS is also given in letter grades ranging from A through F.

Table 7 below shows the delay (for the signalized intersection) and ICU (for stop-controlled intersections) and the corresponding LOS for the AM peak period of existing traffic:

Analysis Period	Delay (sec / veh) / ICU (%)	LOS
E Algonquin Road & Compton Drive	26.2 sec / veh	B
Thorntons RIRO	76.6%	D
Thorntons Full Access	17.0%	A

Table 7 – Delay / ICU and Corresponding LOS for AM Peak Period of Existing Traffic

Table 8 below shows the delay (for the signalized intersection) and ICU (for stop-controlled intersections) and the corresponding LOS for the PM peak period of existing traffic:

Analysis Period	Delay (sec / veh) / ICU (%)	LOS
E Algonquin Road & Compton Drive	33.6 sec / veh	B
Thorntons RIRO	61.5%	D
Thorntons Full Access	27.1%	A

Table 8 – Delay / ICU and Corresponding LOS for PM Peak Period of Existing Traffic

Table 9 below shows the delay (for the signalized intersection) and ICU (for stop-controlled intersections) and the corresponding LOS for the AM peak period of development traffic:

Analysis Period	Delay (sec / veh) / ICU (%)	LOS
E Algonquin Road & Compton Drive	26.8 sec / veh	C
Proposed Full Access	79.9%	D
Thorntons RIRO	76.6%	D
Thorntons Full Access	18.7%	A

Table 9 – Delay / ICU and Corresponding LOS for AM Peak Period of Development Traffic

Table 10 below shows the delay (for the signalized intersection) and ICU (for stop-controlled intersections) and the corresponding LOS for the PM peak period of traffic:

Analysis Period	Delay (sec / veh) / ICU (%)	LOS
E Algonquin Road & Compton Drive	33.7 sec / veh	C
Proposed Full Access	89.0%	E
Thorntons RIRO	58.9%	B
Thorntons Full Access	22.2%	A

Table 10 – Delay / ICU and Corresponding LOS for PM Peak Period of Development Traffic

Based on the above computations, the overall functionality of the signalized intersection is not significantly impacted during either the AM or PM peak (with an increase of 0.6 sec/veh and 0.1 sec/veh, respectively).

While the delay experienced at the proposed access point is relatively high during the peak periods of traffic, this is primarily a result of a singular access point for three separate developments. Alternatives which include additional access points along E Algonquin Road are not feasible, as they would produce additional conflicting movements with minimal benefits along this roadway.

It is also anticipated that drivers will adapt to these high levels of delay and not attempt to turn left from the full access point, likely utilizing the cross-access with Thorntons to take advantage of the signal at Compton Drive during the peak hours.

The proposed driveway location is also located in the most preferable location per IDOT's requirements, directly opposite of the existing driveway to the adjacent garage and customs shop.

Conclusions

- The overall functionality of the signalized intersection is not significantly impacted with the addition of development traffic.
- While the delay experienced at the proposed access point is relatively high during the peak periods of traffic, it is anticipated that drivers will adapt to these conditions and will not, in general, attempt left turns from this driveway during the peak hours of traffic.
- The overall development will benefit from the cross-access, and the shared trips between the uses will serve to reduce the total number of new trips added to the roadway system.



Partial North Elevation
SCALE: 1/8" = 1'-0"

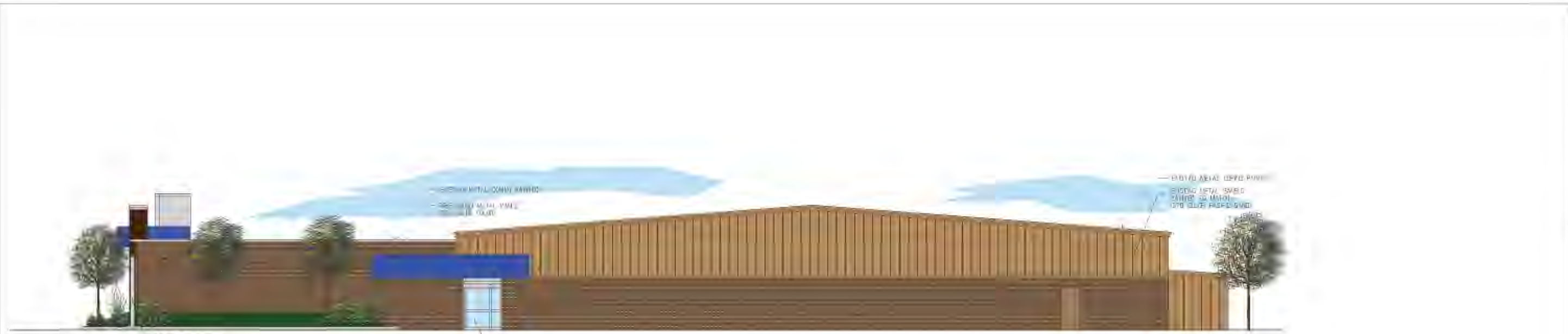


Partial North Elevation
SCALE: 1/8" = 1'-0"

DATE	
REVISIONS	

Reitan Architects, LLC.
 200 Main Street - Suite 300 - Springfield, MA 01103
 Phone: 417-865-1000 Fax: 417-865-1001
 Website: www.reitanarchitects.com

SHEET NAME	
SHEET	
PROJECT	
CLIENT	
PROJECT NO.	



West Elevation
SCALE: 1/8" = 1'-0"



South Elevation
SCALE: 1/8" = 1'-0"

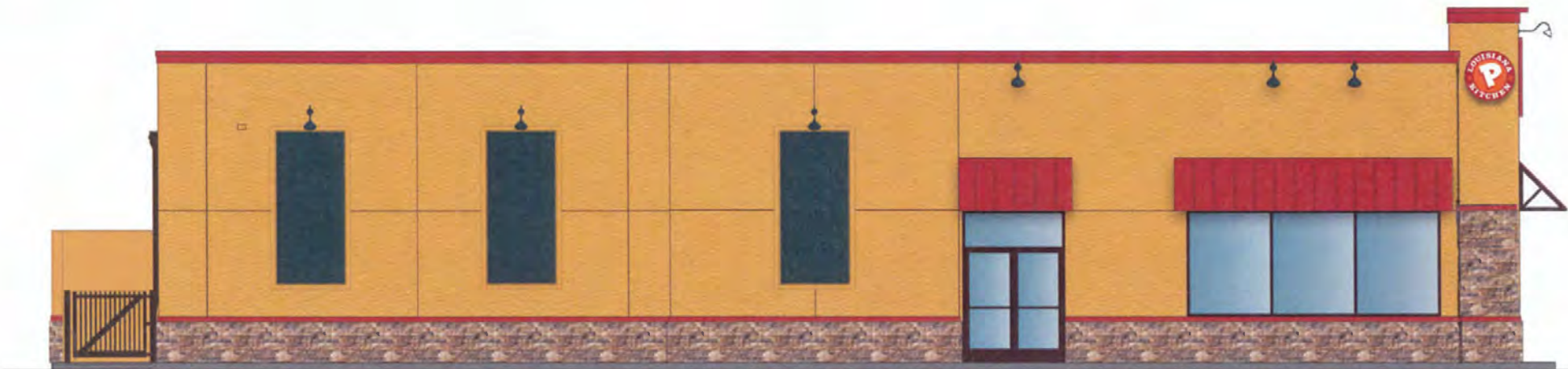


East Elevation
SCALE: 1/8" = 1'-0"

DATE	
REVISIONS	

Reitan Architects, LLC.
 325 W. 19th St. - Suite 205 - Southfield, MI 48034
 Tel: 981-538-0277 Fax: 981-538-0247
 *Serving Home, Inc. (9-10-2022)

SHEET NAME	
SHEET	
DATE	
PROJECT	



2075 E. Algonquin Road, Algonquin IL 60102
Popeyes Louisiana Kitchen

IPA
 PUROHIT
 ARCHITECTS

2020 E. Algonquin Rd., Suite 302
 Schaumburg, IL 60173
 Tel. (847) 496-5322
 Cell. (847) 757-1618
 shilpa@purohitarchitects.com
 www.purohitarchitects.com

- Benjamin Moore 2158-30 : **Delightful Golden**
- Benjamin Moore 2107-20 : **Mocha Brown**
- Benjamin Moore 2040-10 : **Rainforest Foliage**
- Benjamin Moore 2041-10 : **Hunter Green**

- Benjamin Moore 2086-10 : **Exotic Red**
- Benjamin Moore RM : **Bronzestone**
- Coronado Stone - Pro-Ledge : **Four Rivers**



SPECIFICATIONS:

DIVISION 7: THERMAL AND MOISTURE PROTECTION

SECTION 7C: SHEET METAL WORK

- GENERAL PROVISION**
- SCOPE: FURNISH AND INSTALL GRAVEL STOPS, FLASHING, PARAPET CAP, DOWNSPOUTS, AND GUTTERS.
 - ROOFING MEMBRANE FLASHING IS INCLUDED IN SECTION 7B: MEMBRANE ROOFING.
- MATERIALS**
- MATERIALS SHEET METAL: .032 ALUMINUM.
 - NAIL FASTENERS: 1 3/4" X 11 GAUGE GALVANIZED, STAINLESS STEEL, OR ALUMINUM ROOFING NAILS MAY BE USED FOR FASTENERS INTO WOOD WHEN CONCEALED ONLY.
 - WASHERS: NEOPRENE.
 - SCREW FASTENERS: CORROSION-RESISTANT, SELF-TAPPING, HEX HEAD SCREW, 1/4" MINIMUM DIAMETER WITH SUFFICIENT LENGTH TO PENETRATE 1" MINIMUM INTO WOOD OR 1/2" MINIMUM INTO STEEL. PROVIDE NEOPRENE SEALING WASHER FOR EXPOSED FASTENING.
- PERFORMANCE**
- INSTALLATION: EXPOSED FLASHINGS SHALL BE PAINTED TO MATCH ADJACENT MATERIALS. VERIFY WITH POPEYES' CONSTRUCTION MANAGER.

SECTION 7D: STANDING SEAM CANOPY

- 1.0 SUBMITTALS**
- SUBMIT FOR APPROVAL SAMPLES, SHOP DRAWINGS, PRODUCT DATA.
 - COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- WARRANTY**
- METAL ROOF SYSTEM MANUFACTURER, UPON FINAL ACCEPTANCE FOR PROJECT, FURNISH A WARRANTY COVERING BARE METAL AGAINST RUPTURE, STRUCTURAL FAILURE AND PERFORATION DUE TO NORMAL ATMOSPHERIC CORROSION EXPOSURE FOR A PERIOD OF 20 YEARS.
- PART 2 - PRODUCTS (UC-4 SERIES, AS MANUFACTURED AND SPECIFIED BY UNACLAD, METAL ROOF SYSTEMS)**
- 2.0 MATERIALS**
- METAL ROOF SYSTEM PROFILE:
 - UC-4 "NO CLIP", 1 1/2" HIGH BATTENS X 1/2" RIB TO RIB. (SMALL BATTEN-SB)
 - CONCEALED FASTENER
 - GUAGE: .026 GAUGE - STEEL
 - TEXTURE:
 - SMOOTH
 - FINISH:
 - PREMIUM FLUOROCARBON COATING PRODUCED WITH KYMAR 500 OR HYLAR 5000 RESIN (20 YEAR WARRANTY.)
 - UNACLAD OR EQUAL

- 3.0 INSTALLATION**
- COMPLY WITH SMCMA SHEET METAL MANUAL RECOMMENDATIONS. COMPLY WITH ACCESSORY MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. COORDINATE INSTALLATION WITH ROOFING SYSTEM TO ENSURE WEATHERIGHT PERFORMANCE.
 - ANCHOR SECURELY TO STRUCTURE TO WITHSTAND INWARD AND OUTWARD LOADS.
 - ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.
- PART 3 - EXECUTION**
- DESIGN REQUIREMENTS: THE STRUCTURAL WALL SYSTEM TO WHICH THE EIFS IS ATTACHED SHALL MEET L240 MAXIMUM ALLOWABLE DEFLECTION CRITERIA AND APPLICABLE BUILDING CODE REQUIREMENTS.
 - SUBMIT SAMPLES FOR APPROVAL AS DIRECTED BY OWNER.
 - DELIVERY, STORAGE AND HANDLING
 - ALL EIFS MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL SEALED CONTAINERS BEARING MANUFACTURER'S NAME AND IDENTIFICATION OF PRODUCT WITH WRITTEN APPLICATION INSTRUCTIONS AND APPROPRIATE HEALTH, HAZARD, AND SAFETY DATA.
 - ALL EIFS READY-MIXED MATERIALS SHALL BE PROTECTED FROM EXTREME HEAT, SUN AND FROST. FACTORY PROPORTIONED BAGGED MATERIALS SHALL BE STORED OFF THE GROUND AND PROTECTED FROM MOISTURE.
 - JOB CONDITIONS
 - ALL EIFS MATERIALS SHALL NEVER BE APPLIED IF AMBIENT AND SURFACE TEMPERATURES CANNOT BE KEPT ABOVE 40° F DURING APPLICATION AND DRYING PERIOD. FOR INSTALLATION IN TEMPERATURES LESS THAN 40° F SUPPLEMENTARY HEAT SHALL BE PROVIDED. THE INSTALLED EIFS MATERIALS SHALL BE PROTECTED FROM EXPOSURE TO RAIN AND FREEZING UNTIL DRY.
 - WARRANTY
 - PROVIDE MANUFACTURER'S STANDARD LABOR AND MATERIAL WARRANTY.

- PART 2 PRODUCTS**
- 2.01 MANUFACTURERS**
- DRYVIT SYSTEMS, INC.
- 2.02 ADHESIVES**
- DISPERSION ADHESIVE - NONCEMENTITIOUS, ACRYLIC BASED ADHESIVE.
- 2.03 INSULATION BOARD**
- NOMINAL 1.0 (10 lb/cubic feet) (16 kg/cubic meter) EXPANDED POLYSTYRENE (EPS) INSULATION BOARD IN COMPLIANCE WITH ASTM C 578 TYPE I REQUIREMENTS, AND EIMA GUIDELINE SPECIFICATION FOR EXPANDED POLYSTYRENE (EPS) INSULATION BOARD.
- 2.04 BASE COAT**
- ONE-COMPONENT POLYMER MODIFIED CEMENTITIOUS BASE COAT WITH FIBER REINFORCEMENT AND LESS THAN 33% PORTLAND CEMENT CONTENT BY WEIGHT.
- 2.05 REINFORCING MESHES**
- STANDARD MESH
 - MESH - NOMINAL 4.5 oz/sq. yd. (163 g/sq. meter), SYMMETRICAL, INTERLACED OPEN-WEAVE GLASS FIBER FABRIC MADE WITH MINIMUM 25 PERCENT BY WEIGHT ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.
 - HIGH IMPACT MESH
 - INTERMEDIATE MESH (MESH C) - NOMINAL 11.0 oz/sq. yd. HIGH IMPACT, INTERWOVEN, OPEN WEAVE GLASS FIBER FABRIC WITH ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.
 - PRIMER
 - ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)

- 2.07 FINISH COAT**
- ACRYLIC BASED TEXTURED WALL COATING. SEE E.I.F.S. FORMULAS FOR FINISH COLOR.
- 2.08 JOB MIXED INGREDIENTS**
- PORTLAND CEMENT: ASTM C 150, TYPE I.
 - WATER: CLEAN AND POTABLE.

- PART 3 EXECUTION**
- UNDER NO CIRCUMSTANCES SHALL ANY OF THE PRODUCTS BE ALTERED BY ADDING ANY ADDITIVES, EXCEPT FOR SMALL AMOUNTS OF CLEAN WATER AS DIRECTED ON LABEL. ANTIFREEZE, ACCELERATORS, RAPID BINDERS, ETC., ARE FORBIDDEN.
 - THE SURFACE TO RECEIVE THE EIFS SHALL BE STRUCTURALLY SOUND, CLEAN, DRY AND FREE OF WARPAGE, RESIDUAL MOISTURE OR DAMAGE FROM MOISTURE. SURFACES SHALL BE UNIFORM, WITH NO IRREGULARITIES GREATER THAN 1/8" IN 4'-0". SURFACES SHALL BE INSPECTED FOR COMPLIANCE WITH THE FOLLOWING REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS:
 - PLYWOOD SHEATHING SHALL MEET A.P.A. (AMERICAN PLYWOOD ASSOCIATION) REQUIREMENTS FOR EXTERIOR OR EXPOSURE 1 CLASSIFICATION. APA DESIGN AND CONSTRUCTION GUIDELINES SHALL BE FOLLOWED FOR STORAGE, HANDLING AND INSTALLATION. MANUFACTURER'S PUBLISHED RECOMMENDATIONS SHALL BE FOLLOWED FOR STORAGE, HANDLING, INSTALLATION AND PROTECTION. ANY SHEATHING NOT IN COMPLIANCE SHALL BE REPLACED TO CONFORM WITH SPECIFICATION REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS.
 - CONCRETE, MASONRY OR PLASTER SURFACES SHALL BE PROPERLY CURED AND FREE OF DIRT, DUST, OIL, GREASE, MILDEW, FUNGUS, LATENCY, PAINT, EFFLORESCENCE AND ANY OTHER CONTAMINANT. ANY SURFACES NOT IN COMPLIANCE SHALL BE CORRECTED PER MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION OF THE EIFS.
 - AFTER SATISFACTORY INSPECTION OF SURFACES AND CORRECTION OF ANY DEVIATIONS FROM SPECIFICATION REQUIREMENTS, THE EIFS INSTALLATION MAY BEGIN PER MANUFACTURER'S INSTRUCTIONS.
 - THE STARTER STRIP OF MESH SHALL BE WIDE ENOUGH TO ADHERE 4" OF MESH ONTO THE WALL. BE ABLE TO WRAP AROUND THE BOARD EDGE AND COVER APPROXIMATELY 4" ON THE OUTSIDE SURFACE OF THE BOARD. THIS "BACKWRAP" PROCEDURE SHALL BE FOLLOWED AT ALL EXPOSED BOARD EDGES IN ACCORDANCE WITH DETAILS (EXAMPLE-WINDOW AND DOOR HEADS AND JAMBS).

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- ALL AREAS WHERE THE EIFS MEETS DISSIMILAR MATERIAL OR TERMINATES (FOR EXAMPLE, WINDOW AND DOOR FRAMES) SHALL HAVE THE INSULATION BOARD CUT BACK FROM THE ADJOINING MATERIAL A MINIMUM OF 1/4" TO FORM AN ISOLATION JOINT.

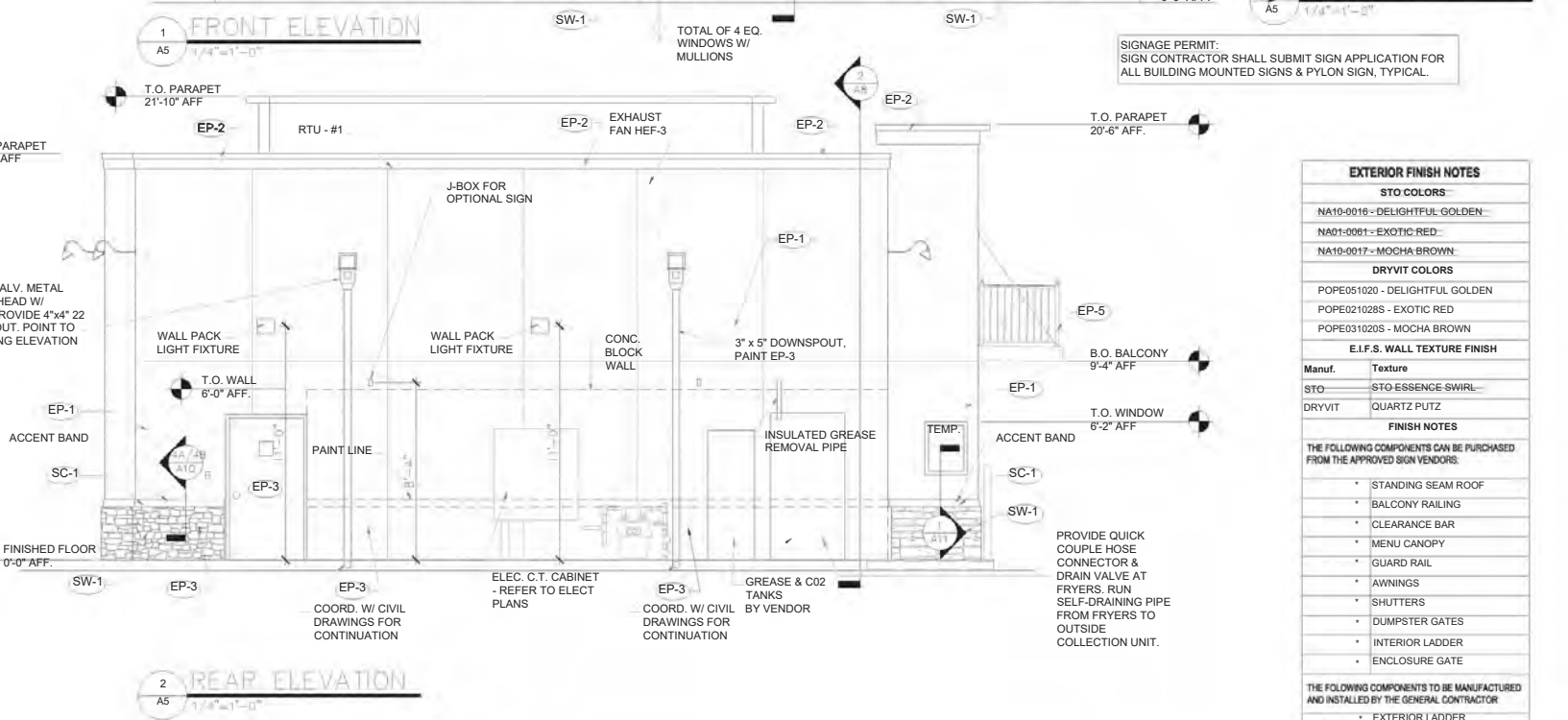
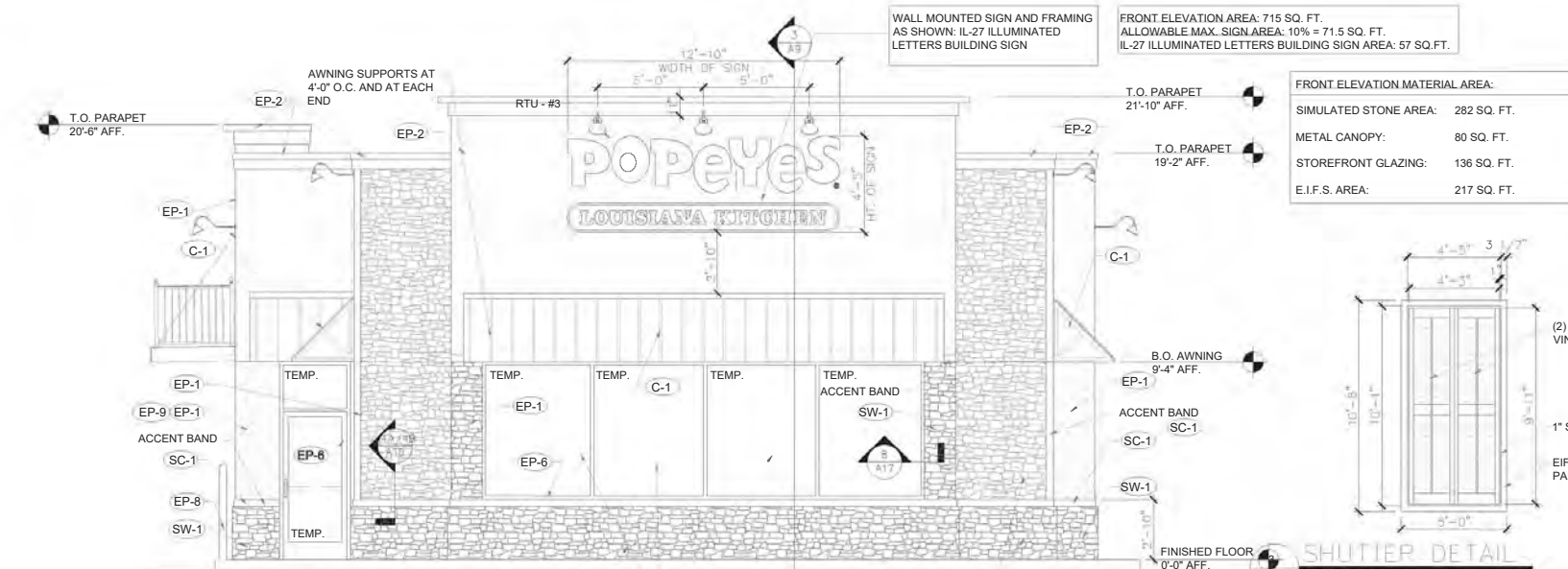
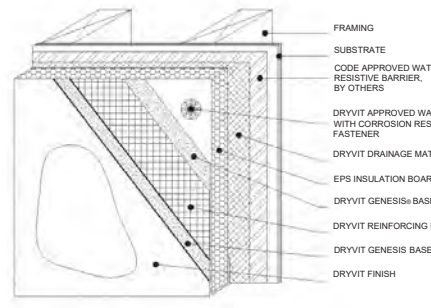
- APPLY THE ADHESIVE TO THE BACK OF THE INSULATION BOARD, STAGGER VERTICAL JOINTS AND INTERLOCK BOARDS AT ALL INSIDE AND OUTSIDE CORNERS. APPLY FIRM PRESSURE OVER ENTIRE SURFACE OF THE BOARDS TO INSURE UNIFORM CONTACT. BOARDS SHALL BRIDGE SHEATHING JOINTS BY A MINIMUM OF 8". ALL BOARD JOINTS SHALL BE BUTTED TOGETHER TO ELIMINATE ANY THERMAL BREAKS IN THE EIFS. CARE MUST BE TAKEN TO PREVENT ANY ADHESIVE FROM GETTING BETWEEN THE JOINTS OF THE BOARDS. ALL OPEN JOINTS IN THE INSULATION BOARD LAYER SHALL BE FILLED WITH SLIVERS OF INSULATION OR AN APPROVED SPRAY FOAM.
- NAILS, SCREWS, OR ANY OTHER TYPE OF NONTHERMAL MECHANICAL FASTENER SHALL NOT BE USED.

- EXPANSION JOINTS ARE REQUIRED IN THE EIFS WHERE THEY EXIST IN THE SUBSTRATE, WHERE THE EIFS ADJOINS DISSIMILAR CONSTRUCTION, AND AT FLOOR LINES IN MULTILEVEL WOOD FRAME CONSTRUCTION. THE EIFS SHALL TERMINATE AT THE EXPANSION JOINT TO PROVIDE APPROPRIATE JOINT SIZE (SEE DETAILS) AND ALL BOARD EDGES SHALL BE COATED WITH APPROPRIATE GROUND COAT AND MESH IN ACCORDANCE WITH STANDARD "BACKWRAPPING" PROCEDURE. APPROPRIATE SEALANT/PRIMER AND BACKER SHALL BE INSTALLED AFTER GROUND COAT IS FULLY DRY TO PREVENT ANY WATER FORM GETTING INTO OR BEHIND THE SYSTEM.
- USE OF PLASTIC OR METAL CORNER BEADS, STOPBEADS, ETC., IS FORBIDDEN.

- APPLY APPROPRIATE GROUND COAT OVER THE INSULATION BOARD WITH PROPER SPRAY EQUIPMENT OR A STAINLESS STEEL TROWEL TO A UNIFORM THICKNESS OF APPROXIMATELY 1/16". WORK HORIZONTALLY OR VERTICALLY IN STRIPS OF 40". AND IMMEDIATELY EMBED STANDARD REINFORCING MESH INTO THE WET GROUND COAT. THE MESH SHALL BE DOUBLE WRAPPED AT ALL CORNERS AND OVERLAPPED NOT LESS THAN 2-1/2" AT MESH JOINTS AVOID WRINKLES IN THE MESH. THE FINISH THICKNESS OF THE GROUND COAT SHALL BE SUCH THAT THE MESH IS FULLY EMBEDDED. ALLOW GROUND COAT TO THOROUGHLY DRY BEFORE APPLYING PRIMER OR FINISH.
- Duplicate installation process noted in 3.01 M USING STANDARD MESH CREATING SECOND MESH LAYER AND ADDITIONAL IMPACT RESISTANCE. ALLOW TO DRY BEFORE APPLICATION OF EITHER STO PRIMER (OPTIONAL) OR STO FINISH.

- IF A PRIMER IS USED, APPLY WITH BRUSH, ROLLER OR PROPER SPRAY EQUIPMENT OVER CLEAN, DRY GROUND COAT AND ALLOW TO DRY THOROUGHLY BEFORE APPLYING FINISH. P. APPLY FINISH DIRECTLY OVER THE GROUND COAT (OR PRIMED GROUND COAT) ONLY AFTER THE GROUND COAT/PRIMER HAS THOROUGHLY DRIED. THE FINISH SHALL BE APPLIED BY SPRAYING, ROLLING OR TROWELING WITH A STAINLESS STEEL TROWEL, DEPENDING ON FINISH SPECIFIED. GENERAL RULES FOR APPLICATION OF FINISHES ARE AS FOLLOWS:
 - USE A CLEAN, RUST-FREE, HIGH-SPEED MIXER TO THOROUGHLY STIR THE FINISH TO A UNIFORM CONSISTENCY (SMALL AMOUNTS OF CLEAN WATER MAY BE ADDED TO AID WORKABILITY. AVOID APPLICATION IN DIRECT SUNLIGHT.
 - APPLY FINISH IN A CONTINUOUS APPLICATION, ALWAYS WORKING TO A WET EDGE.
 - WEATHER CONDITIONS AFFECT APPLICATION AND DRYING TIME. HOT OR DRY CONDITIONS LIMIT WORKING TIME AND ACCELERATE DRYING AND MAY REQUIRE ADJUSTMENTS IN THE SCHEDULING OF WORK TO ACHIEVE DESIRED RESULTS; COOL OR DAMP CONDITIONS EXTEND WORKING TIME AND RETARD DRYING AND MAY REQUIRE EXTENDED MEASURES OF PROTECTION FROM DIRECT WIND, DUST, DIRT, RAIN AND FREEZING.
 - AESTHETIC "U"-GROOVES MAY BE DESIGNED INTO THE SYSTEM. (A MINIMUM OF 3/4" INSULATION BOARD MUST BE LEFT AFTER ANY GROOVES ARE CUT).
 - "R" (RILLED TEXTURE) FINISHES MUST BE FLOATED WITH A PLASTIC TROWEL TO ACHIEVE THEIR RILLED TEXTURE.
 - AVOID INSTALLING SEPARATE BATCHES OF FINISH SIDE-BY-SIDE.
 - APPLY FINISH COLOR TO EIFS MIX AND APPLY TO WALL COLOR TO MATCH EXTERIOR FINISH SCHEDULE COLORS.

- EXTERIOR INSULATION AND FINISH TEXTURE SYSTEM: APPLY HIGH IMPACT SYSTEM ADJACENT TO DOORS FOR ADDITIONAL IMPACT RESISTANCE. USING INTERMEDIATE MESH. USE THE STANDARD SYSTEM SPECIFICATIONS AT ALL OTHER LOCATIONS.



EXTERIOR FINISH NOTES	
STO COLORS:	
NA10-0016 - DELIGHTFUL GOLDEN	
NA01-0061 - EXOTIC RED	
NA10-0017 - MOCHA BROWN	
DRYVIT COLORS	
POPE51020 - DELIGHTFUL GOLDEN	
POPE021028S - EXOTIC RED	
POPE031020S - MOCHA BROWN	
E.I.F.S. WALL TEXTURE FINISH	
Manuf.	Texture
STO	STO ESSENCE SWIRL
DRYVIT	QUARTZ PUTZ
FINISH NOTES	
THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SIGN VENDORS:	
<ul style="list-style-type: none"> STANDING SEAM ROOF BALCONY RAILING CLEARANCE BAR MENU CANOPY GUARD RAIL AWNINGS SHUTTERS DUMPSTER GATES INTERIOR LADDER ENCLOSURE GATE 	
THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND INSTALLED BY THE GENERAL CONTRACTOR:	
<ul style="list-style-type: none"> EXTERIOR LADDER 	

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
Mark	Location	Supplier/Manuf.	Material	Specification	Color	Finish/Notes
EP-1	MAIN WALL SURFACE ABOVE WANSBOT		PAINT OR EIFS FORMULA	#2158-30	DELIGHTFUL GOLDEN	185 Low Lustre
EP-2	ACCENT TRIM CROWN/WALL SURFACE	BENJAMIN MOORE	PAINT OR EIFS FORMULA	#2086-10	EXOTIC RED	185 Low Lustre
EP-3	WANSBOT BELOW ACCENT TRIM/REAR BLDG.		EIFS / METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 1/2" x 60" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
			25 1/2" x 118" VINYL SHUTTERS (Building)	L1S - VINYL	UNFINISHED	030 - PAINTABLE
EP-5	DIT THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
EP-5 (AL)		BENJAMIN MOORE	METAL / PAINT	#2040-10	RANFOREST FOLIAGE	P-29 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YBSN	DARK BRONZE	21-26 (DAYS)
EP-6 (AL)			METAL / PAINT	READY MIX	BRONZETONE	P-29 DTM Semi Gloss
EP-7	DUMPSTER WALLS / GATES	BENJAMIN MOORE	METAL / ASPHALT / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS		METAL / ASPHALT / PAINT	SAFETY & ZONE	QUICKRETE	RMSAFETY YELLOW P58-10
EP-9	ANTI GRAFFITI	BENJAMIN MOORE	PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
SW-1	STONE WANSBOT	BORGAL STONE	VERSETTA SIMULATED STONE VENEER	LEDGESTONE	PLUMB CREEK	NON-OVERLAPPING
SC-1		QUICKRETE	VENETIAN STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-55
SC-1	ABOVE WANSBOT	BORGAL STONE	VERSETTA SIMULATED STONE CAP	LEDGE STONE	PLUMB CREEK	
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	1 1/2" OC GAUGE PER LOCAL CODE REQUIREMENTS

Document Record:
 Date: 11/19/2014
 Issued By: PPT
 11/19/2014 ISSUE FOR VILLAGE REVIEW

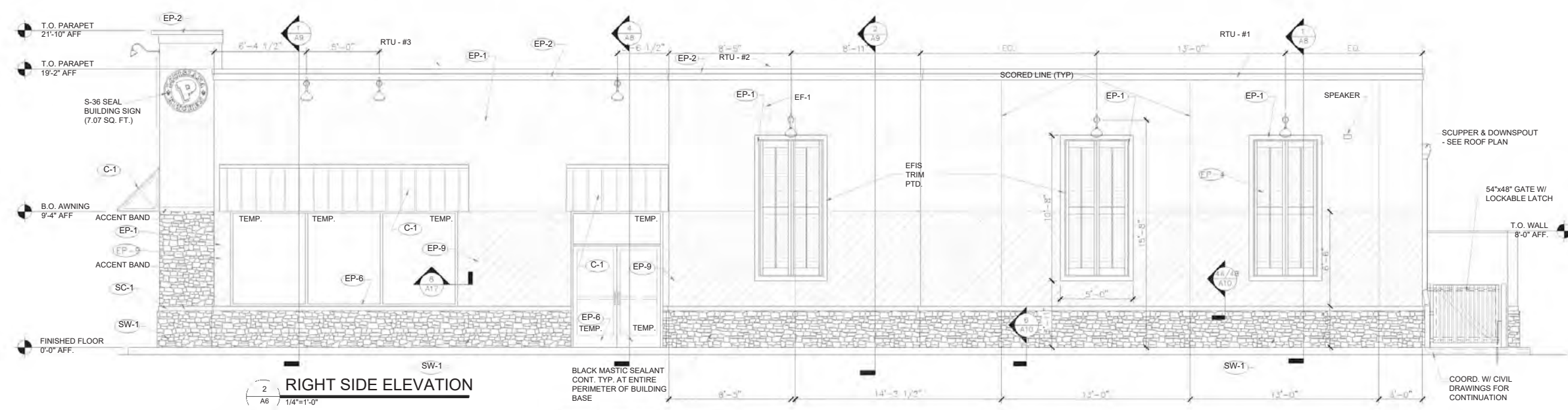
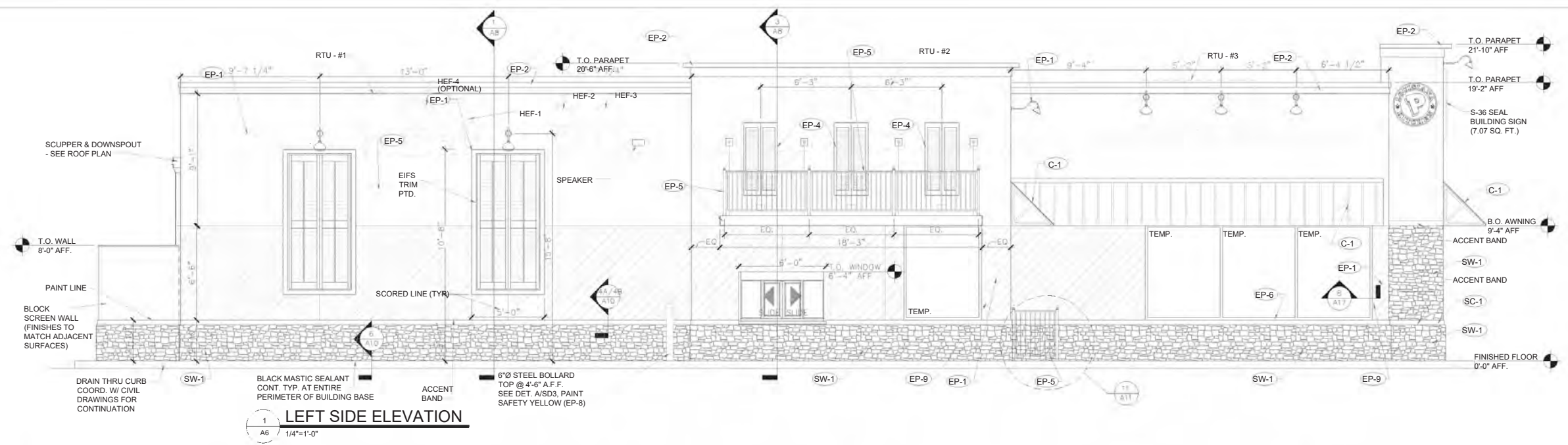
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Proposed Popeyes
 2075 E. Algonquin Road,
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 PLK1946 DL PROTOTYPE - E.I.F.S. / SIMULATED STONE
 48 SEATS / DUAL-LINE PRODUCTION



PROPOSED FRONT & REAR ELEVATIONS
A5
 P&A PROJECT NUMBER
 19130.00



SPECIFICATIONS

SECTION 8A: ALUMINUM ENTRANCE, STOREFRONT

GENERAL PROVISIONS
SCOPE: FURNISH AND INSTALL THE ALUMINUM ENTRANCE AND STOREFRONT SYSTEMS PER NATIONAL ACCOUNTS AND APPLICABLE DRAWINGS.

MATERIALS
1. ALUMINUM STOREFRONT AND ENTRANCE FRAMES: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
2. ALUMINUM ENTRANCE DOORS: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
3. PANIC HARDWARE: WHEN PANIC HARDWARE IS REQUIRED ON EXTERIOR DOORS. THE PANIC DEVICE IS ON EXTERIOR ENTRY DOORS WHEN SPECIFIED IN HARDWARE SCHEDULE.
4. DRIVE-THRU SERVICE WINDOW: THE DRIVE-THRU SERVICE WINDOW WILL BE SUPPLIED & INSTALLED BY G.C. VERIFY EXACT TYPE OF WINDOW WITH PLANS. DARK BRONZE FINISH.

WINDOW TO BE:
A. BASE BID - 'QUICK SERV' M.C.E. WINDOW FLUSH MOUNT.

PERFORMANCE
1. INSTALLATION: INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION. PLACE IN CORRECT LOCATION AS SHOWN IN THE DETAILS. LEVEL, SQUARE, AND PLUMB AT PROPER ELEVATIONS AND IN ALIGNMENT WITH OTHER WORK. MAINTAIN SPACE IN HEAD POCKET FOR 1/4" HEAD DEFLECTION. INSURE FRAMING PROFILES MEET INSTALLATION REQUIREMENTS OF GLAZING UNITS TO MAINTAIN WARRANTY. SEE SECTION 8-D: GLAZING.

SECTION 8D: GLAZING

GENERAL PROVISIONS
1. SCOPE: FURNISH AND INSTALL GLASS IN STOREFRONT AND DRIVE-THRU SERVICE WINDOW.

MATERIALS
1. STOREFRONT GLAZING - REFER TO CONSTRUCTION DRAWINGS AND NOTES.

PERFORMANCE
2. ALLOW FOR 1/4" MINIMUM HEAD DEFLECTION DUE TO LIVE LOAD.
3. GUARANTEES AND WARRANTIES: AT THE COMPLETION OF THE GLAZING, PROVE THE INSTALLATION WATERTIGHT BY SPRAYING ALL JOINTS WITH A GARDEN HOSE WITH NOZZLE SET FOR MAXIMUM PRESSURE. PROVIDE ADDITIONAL CAULKING OR SEALANT, OR RESET GLASS AS NECESSARY TO EFFECT A WATERTIGHT JOB.

EXTERIOR FINISH NOTES

STO COLORS

- NA10-0016 - DELIGHTFUL GOLDEN
- NA01-0061 - EXOTIC RED
- NA10-0017 - MOCHA BROWN

DRYVIT COLORS

- POPE051020 - DELIGHTFUL GOLDEN
- POPE021028S - EXOTIC RED
- POPE031020S - MOCHA BROWN

E.I.F.S. WALL TEXTURE FINISH

Manuf.	Texture
STO	STO ESSENCE SWIRL
DRYVIT	QUARTZ PUTZ

FINISH NOTES

THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SIGN VENDORS:

- * STANDING SEAM ROOF
- * BALCONY RAILING
- * CLEARANCE BAR
- * MENU CANOPY
- * GUARD RAIL
- * AWNINGS
- * SHUTTERS
- * DUMPSTER GATES
- * INTERIOR LADDER
- * ENCLOSURE GATE

THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND INSTALLED BY THE GENERAL CONTRACTOR:

- * EXTERIOR LADDER

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REMANING				UPDATE: 11/24/2014		
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM	BENJAMIN MOORE	PAINT OR EIFS FORMULA	#2158-30	DELIGHTFUL GOLDEN	185 Low Lustre
EP-2	CROWN WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM		PAINT OR EIFS FORMULA	#2086-10	EXOTIC RED	185 Low Lustre
EP-3	WAINSCOT BELOW ACCENT TRIM REAR BLDG		EIFS / METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 1/2"x69" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
		BENJAMIN MOORE	25 1/2"x19" VINYL SHUTTERS (Building)	L75 - VINYL	UNFINISHED	030 - PAINTABLE
EP-5	DRIVE THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / BENJAMIN MOORE	METAL / POWDER COAT	RAL 8009	HUNTER GREEN	SMOOTH
EP-6	STORE FRONT GLAZING	YKK AP	METAL / PAINT	#2040-10	RAINFOREST FOLIAGE	P.29 DTM Semi Gloss
EP-5 (A17)	STORE FRONT GLAZING		ANODIZED ALUMINUM	#YBSN	DARK BRONZE	21-28 DAYS
EP-7	DUMPSTER WALLS / GATES	BENJAMIN MOORE	METAL / PAINT	READY MIX	BRONZETONE	P.29 DTM Semi Gloss
EP-7				#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS		METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING	RMSAFETY YELLOW	PSB-10
EP-9	ANTI-GRAFFITI	BENJAMIN MOORE	PAINT	ALPHATAC ACRYLIC URETHANE	CLEAR GLOSS	M74-00 M75 (2 COATS)
SW-1	STONE WAINSCOT	BORAL STONE	VERSETTA SIMULATED STONE VENEER	LEDGESTONE	PLUMB CREEK	NON-OVERLAPPING
SG-1		QUIKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
SC-1	ABOVE WAINSCOT	BORAL STONE	VERSETTA SIMULATED STONE CAP	LEDGE STONE	PLUMB CREEK	
C-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 8009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-GLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GAUGE PER LOCAL CODE REQUIREMENTS

Document Record:
 Issued Date: 07/15/2015
 07/15/2015 ISSUED FOR VILLAGE REVIEW

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Proposed Popeyes
 2075 E. Algonquin Road,
 Algonquin, IL 60102
 PLK1846 DL PROTOTYPE - E.I.F.S. / SIMULATED STONE
 48 SEATS / DUAL-LINE PRODUCTION



Issue Date: 07/15/2015
 Drawn By: PAF

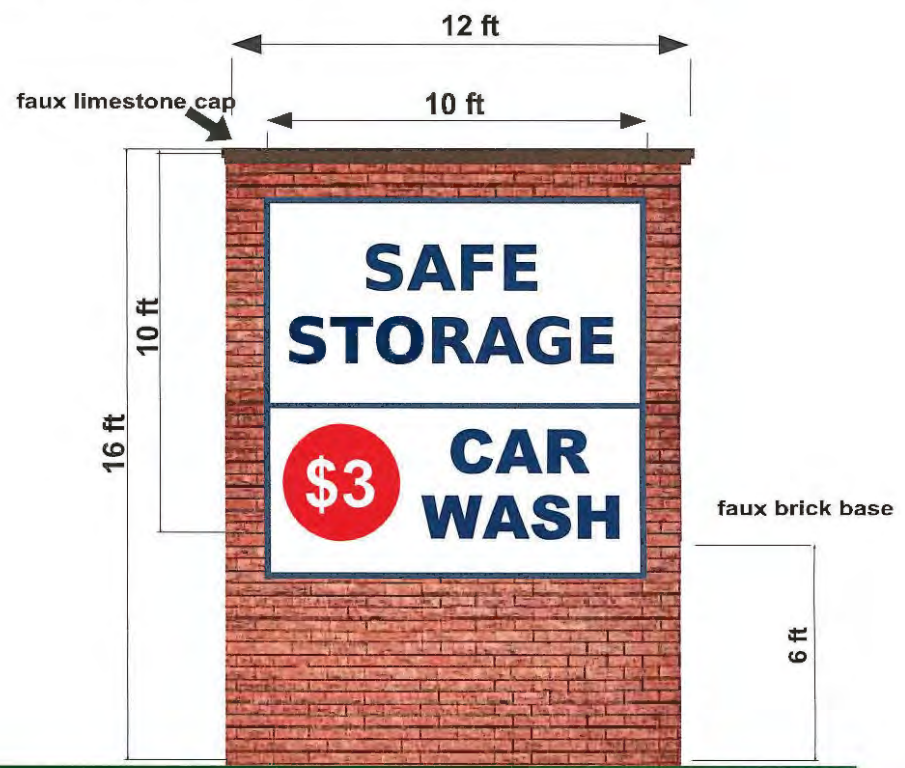
PROPOSED LEFT & RIGHT ELEVATIONS

A6

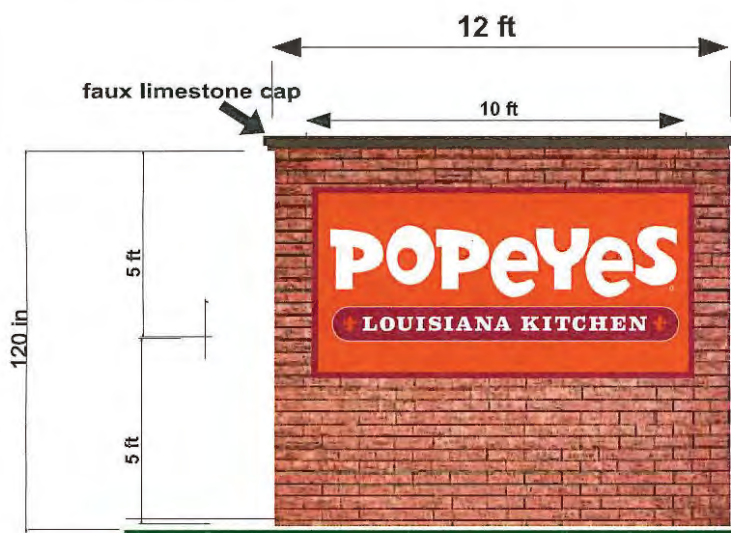
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AUG 09 2019
COMMUNITY
DEVELOPMENT

Double Face Monument Sign
Internal Illumination



Double Face Monument Sign
Internal Illumination











VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: September 11, 2019

TO: Committee of the Whole

FROM: Robert Mitchard, Assistant Public Works Director

SUBJECT: *MCCD Trailhead & LaFox River Drive Bridge Improvements*

The Village has been working with the McHenry County Conservation District (MCCD) to replace the bridge over La Fox River Drive and improve the bike trail and trailhead adjacent to the bridge.

Christopher B. Burke Eng. Ltd. (CBBEL) was assigned the preliminary engineering tasks on this project and performed very well.

Public Works desires to have the bridge replacement and MCCD Trailhead ready to go as soon as possible after the bridge is removed as part of the Downtown Streetscape Stage 3 Wet Utility Project that proceeds through that area. As you may recall, the Stage 3 Wet Utility Project is the installation of the new Interceptor Sewer from Algonquin Rd. south to the corner of La Fox River Dr. and Center St.

The Stage 3 Wet Utility project is projected to commence in 2020.

We have received proposal from CBBEL in the amount of \$62,814 to bring the plans to 75% completion. A copy of the proposal is attached with the various tasks outlined.

During budget preparation for this fiscal year, staff was not sure of the exact timing and phasing of the Stage 3 Wet Utility project and how coordination of this part of the downtown streetscape would factor out with different contractors. We were expecting that it may go into a design/build project that would have started construction this summer. However, this will now be happening in the summer of 2020. Staff budgeted \$550,000 in this year's budget in line item 04900300 45593 to start construction. Since this will be deferred until next year, we will move \$62,814 of that money into engineering 04900300 42232 for this design. This contract will get us to 75% plans which will allow for a design/build proposal of these improvements once the wet utilities are completed.

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 design contract with Christopher B. Burke Engineering for MCCD Trailhead & LaFox River Drive Bridge Improvements 75% plans in the amount of \$62,814.

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

We understand that the Village would like to advance the previously completed MCCD Trailhead concept plan and the La Fox River Bridge concept plan to the 75% completion level. Included in the proposed scope of improvement are the following:

- Brick Paver and Concrete Plaza
- Steel Arbor with Bench
- Stone Columns
- Bike Racks
- Trash Receptacles
- Drinking Fountain
- MCCD Sign
- HMA Path Reconstruction
- Concrete Pad for 2 Port-O-Lets
- Picnic Tables
- Bollard Lighting
- Dog Waste Station
- Landscaping
- Replacement of Existing Bridge with Pre-Fabricated Superstructure (14'x80') and Concrete Abutments with Form Liner
- Village Columns at 4 Corners of Bridge
- Temporary Path/Detour
- New Stairs or ADA Ramp
- New Retaining Walls to Accommodate Raising the New Bridge and Approach Paths

III. SCOPE OF SERVICES

A. Engineering Services

Task 1 – Plan Preparation

Task 1.1– MCCD Trailhead/Plaza and Path to La Fox River Drive Bridge, Grading, Erosion Control, and Landscaping Improvement Plan (75%)

Engineering plans for recommended improvements to the MCCD Trailhead/Plaza will be advanced to the 75% level. This task will include providing a detailed grading plan, erosion control plans, landscaping plan and details for any site furniture. This task will also include plans for the reconstruction of the path between the MCCD Trailhead/Plaza and the La Fox River Drive Bridge.

Task 1.2 – La Fox River Drive Bridge, Approach Path and Retaining Wall Plans (75%)

Engineering plans for improvements to the La Fox River Drive Bridge and retaining wall plans for the La Fox River Bridge will be advanced to the 75% level. Architectural features including stone columns, ornamental railings and form liner surfaces will be included in the plans.

Task 1.3 – MCCD Pathway Lighting and Drinking Fountain (75%)

CBBEL will design the lighting system to match the recently designed Crystal Creek Path from HVH to Harrison Street and provide 75% level plans.

Task 1.4 – La Fox River Drive Bridge ADA Ramp (or Stairway) Plans

Engineering plans for the construction of an ADA switchback ramp connecting La Fox Drive to the Prairie Trail Path will be advanced to the 75% level. Alternatively, engineering plans for the construction of a new stairway connecting La Fox Drive to the Prairie Trail Path will be advanced to the 75% level.

Task 2 – Specifications (75%)

Technical specifications for the proposed construction will be advanced to the 75% level.

Task 3 – Cost Estimate (75%)

A cost estimate for the proposed construction will be advanced to the 75% level.

B. Meetings

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

IV. MAN-HOUR & FEE SUMMARY

A. Engineering Services

Task 1 – Plan Preparation

Task 1.1 – MCCD Trailhead/Plaza and Path to La Fox River Drive Bridge, Grading, Erosion Control and Landscaping Improvement Plan (75%)

Engineer VI	4 hrs x \$184/hr	=	\$736
Engineer IV	32 hrs x \$121/hr	=	\$3,872
Landscape Architect	16 hrs x \$121/hr	=	\$1,936
CAD Manager	32 hrs x \$121/hr	=	<u>\$3,872</u>
			\$10,416

Task 1.2 – La Fox River Drive Bridge, Approach Path and Retaining Wall Plans (75%)

Engineer V	24 hrs x \$150/hr	=	\$3,600
Engineer IV	88 hrs x \$121/hr	=	\$10,648
Landscape Architect	12 hrs x \$121/hr	=	\$1,452
CAD II	64 hrs x \$112/hr	=	<u>\$7,168</u>
			\$22,868

Task 1.3 – MCCD Pathway Lighting and Drinking Fountain (75%)

Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer IV	40 hrs x \$121/hr	=	\$4,840
Engineer III	16 hrs x \$112/hr	=	\$1,792
Landscape Architect	2 hrs x \$121/hr	=	<u>\$242</u>
			\$7,242

Task 1.4 – La Fox River Drive Bridge ADA Ramp (or Stairway) Plans (75%)

Engineer VI	4 hrs x \$184	=	\$736
Engineer V	12 hrs x \$150/hr	=	\$1,800
Engineer IV	40 hrs x \$121/hr	=	\$4,840
CAD II	40 hrs x \$112/hr	=	<u>\$4,480</u>
			\$11,856

Task 2 – Specifications (75%)

Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	8 hrs x \$150/hr	=	\$1,200
Engineer IV	20 hrs x \$121/hr	=	\$2,420
Landscape Architect	6 hrs x \$121/hr	=	<u>\$726</u>
			\$3,872

Task 3 – Cost Estimate (75%)

Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	2 hrs x \$150/hr	=	\$300
Engineer IV	12 hrs x \$121/hr	=	\$1,452
Landscape Architect	4 hrs x \$121/hr	=	\$484
			\$2,604

TASK A SUBTOTAL = \$58,858

B. Meetings

Engineer VI	6 hrs x \$184/hr	=	\$1,104
Engineer V	6 hrs x \$150/hr	=	\$900
Engineer IV	6 hrs x \$121/hr	=	\$726
Landscape Architect	6 hrs x \$121/hr	=	\$726
			\$3,456

TASK B SUBTOTAL = \$3,456

Direct Costs \$500
PROJECT TOTAL **\$62,814**

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: Executive Vice President

Date: 7/16/17

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

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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: September 11, 2019

TO: Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Harrison Street & Main Street Trail*

The Village has been working with the McHenry County Department of Transportation (McDOT) and CBBEL has completed a Phase 1 Engineering Study of the project that will create a roundabout, road improvements and bicycle trails.

This project has been awarded Federal funds through an ITEP Grant (\$1.2 million) as well as funding from McDOT (\$500,000).

The Phase 2 design now needs to be commenced. Christopher B. Burke Engineering Ltd. (CBBEL) completed the Phase 1 Study, has been coordinating and assisting in the grant applications and negotiating with McDOT for their financial participation. Public Works desires to have the bike trail and roundabout design ready to go as soon as possible after the completion of the Downtown Streetscape Stage 2&3 Wet Utility Project that proceeds through this area.

Staff has attached the proposal from CBBEL for this Phase 2 Engineering work where the details of the work and specific tasks are located. This work is required to follow all Federal Design and submittal standards and CBBEL's proposal reflects the level of effort to complete as required.

CBBEL has successfully completed numerous Federal Phase 2 projects for the Village and their knowledge of this project makes them the logical choice to perform these services.

During budget preparation for this fiscal year, staff was not sure of the exact timing and phasing of the Stage 2&3 Wet Utility projects and how the phasing and construction of the bike trail and roundabout would play out. Now that construction is proceeding on both Stage 2&3 of the wet utilities, staff expects that the entire bike/pedestrian connect from Cary/Algonquin Road to the Prairie Trail on S. Harrison Street can be completed when the utility work is done. Because we did not know the bike connection phasing, \$170,000 was budgeted in the Street Improvement Fund 04900300 42232 in anticipation that we would engineer the section from Cary Road to Algonquin Road. Since we now know we can move forward with the entire connection, CBBEL's proposal reflects that cost at \$261,550.

We propose to cover the additional cost of \$91,550 from the \$550,000 that was budgeted for the MCCD Trailhead construction since that project will not begin until summer of 2020.

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 design contract with Christopher B. Burke Engineering for Stage 1D of the Downtown Streetscape which is the bike trail connection on Main Street and Harrison Street and the roundabout at Cary/Algonquin Road in the amount of \$261,550.

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 has received approximately \$1.2 million of ITEP (federal) funds to complete the proposed project and has an agreement with MCDOT to participate in the improvement in an amount of approximately \$500,000. CBBEL will perform Phase II Engineering Services for the following improvements meeting all federal/IDOT requirements:

- Construction of a modern roundabout at the intersection of Main Street and Cary Road.
- Construction of a 10' wide HMA multi-use path on Main Street from Riverview Drive to Meyer Drive.
- On-street shared bikeway on Riverview Drive and Park Street.
- On-street marked shared lanes on Harrison Street from Park Street to just north of Riverfront Park.
- The addition of an off-street bike path on Harrison Street from the north end of Riverfront Park to Algonquin Road.
- Intersection improvements at Harrison Street and Algonquin Road including combining the existing left and through lane on the south leg of Harrison to a single through/left turn lane and reducing the 3 lanes on the north leg of Harrison to 2 lanes. These modifications will provide space for the 10' off-street bike path along Harrison Street through this intersection. ADA ramps will be reconstructed on the south leg. No improvements are proposed on the Algonquin legs. Traffic signal modifications will be required to replace signal heads for the new lane configurations and signal phasing along Harrison Street. Upgrades to the pedestrian signals are also anticipated to meet current ADA requirements.
- On-street bike lanes or sharrows on Harrison Street from Algonquin Road to Washington Street which is anticipated to be a temporary improvement meeting the requirements of the federal grant until the planned utility work is completed in this section.
- An off-street bike path on Harrison Street from Washington Street to the Prairie Path.
- Resurfacing and narrowing Main Street to 22' and constructing a 10' wide HMA multi-use path from Park Street to Cary Road.

- Streetscape features along the Harrison Street corridor except between Washington and Algonquin and north of Riverfront Park.

B. Design Criteria
Village, IDOT, County

III. Scope of Services

A. Surveying Services
N/A

B. Engineering Services

Task 1 – Phase II Kick-Off Meeting and Phase I Addendum

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. CBBEL will also coordinate and attend a kick-off meeting with IDOT.

Also, a Phase I Addendum will be required because we are proposing modifications to the bike facilities and the intersection of Harrison and Algonquin that were approved in the PDR.

Task 2 – PSI and Geotechnical Report

CBBEL will retain Midland Standard Engineering & Testing, Inc. (MSET) to perform additional borings and compile with previous tests taken along the project limits. The soil borings and environmental testing will be compiled into a geotechnical report which will provide recommendations for pavement reconstruction or rehabilitation and handling of soil to be disposed of off-site. (see attached proposal).

Task 3 – Drainage Study and Stormwater Permit

The drainage work will include:

- Review work previously completed by CBBEL in Phase I including a field review.
- Verify cut and fill in the floodplain.
- Verify with IDOT that there is no net fill in the floodplain.
- Design storm sewers and inlet spacing.

All drainage items to be included in the plan preparation such as existing drainage removals, temporary drainage, proposed storm sewers, ditches, structures, and details are included within the plan preparation task. It is assumed that no detention design will be required, as the Phase I indicated no increase in impervious area.

Task 4 – Landscaping

CBBEL will prepare options for the landscape development of the roundabout. CBBEL will develop a preliminary roundabout landscaping plan and provide a planning level cost estimate to be presented to the Village for approval.

Task 5 – Lighting Study

CBBEL will perform roundabout lighting design at Main Street and Cary Road. The design will be in accordance with current IDOT, and IESNA DG-19-08 “Illuminating Engineering Society of North America- Design Guide for Roundabout Lighting”.

Based on the information collected, lighting photometric calculations will be revised for the proposed lighting. The calculations will determine the proposed lighting levels for the roundabout and associated approach lighting. The photometric calculations will be performed using the latest version of AGI32 photometric software.

We understand these photometric calculations for the roundabout include pedestrian crossing calculations.

Based on the photometric calculations, a proposed light pole layout exhibit will be created. A concept lighting report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment. The concept report and exhibit drawings will be submitted to the Village for review.

Upon approval of the photometrics from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller(s) cabinet/ component schedule/ wiring diagram, pole handhole wiring diagram, one line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate IDOT/Village standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed prefinal design will be submitted to the Village for review. We will also coordinate and meet with the electric utility to determine location for new electric service to the proposed lighting controller(s) under this task. CBBEL will respond to review comments from the Village, and revise the plans, specifications and quantities accordingly.

Task 6 – Pre-Final Plans and Cost Estimate (75%)

Based on the approved Phase I Preliminary Geometric Plans, CBBEL will prepare preliminary plans and an estimate of construction cost. The plans and specifications will be in English units and will be prepared according to the requirements of the IDOT Standard Specifications.

The following drawings will be provided for preliminary review:

- 1 Sheet Cover Sheet
 - IDOT format
 - Index of sheets
 - List of applicable IDOT and State Highway Standards
 - Project location map

- 2 Sheets General Notes
 - IDOT/Village base notes
 - Notes needed to clarify project's intent
 - Commitments
 - Utility Company and Village points of contact

- 3 Sheets Summary of Quantities

- 2 Sheets Typical Sections
 - Covers main line and cross roads
 - Extend from ROW to ROW line

- 5 Sheets Schedules of Quantities (Submitted during Pre-Final)
 - Schedules for all pay items will be included except lump sum and contingency items

- 2 Sheets Alignment, Ties and Benchmarks
 - Provides centerline alignment, horizontal and vertical control for the project
 - Provides ties for the centerline alignment and control points.

- 5 Sheets Maintenance of Traffic (1"=20' plan sheets) 2 stages
 - General Notes
 - Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns
 - Temporary drainage
 - Cross-sections at critical area will be provided to determine limits of construction and staging constructability
 - Detour sheets

- 6 Sheets Existing Conditions and Removal Plans (1"=20', 2 Panel)
 - Will show property lines, PIN, property owners, commercial and private entrances

- 5 Sheets Roadway Plan Sheets (1"=20', 2 Panel)
 - Existing and proposed plan view
 - Horizontal alignments

- Existing edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc.
- All existing storm sewers, cross road culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc.
- Station, offset, and elevation callouts to proposed elements.
- All known utilities plotted as accurately as possible including horizontal and vertical locations
- Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed drainage
- Edges of pavement, C&G, medians, driveways, sidewalks, retaining walls, structure locations, and identifications, etc.

2 Sheets Harrison Street Streetscape (1"=20', 2 Panel)

3 Sheets Roundabout Plan and Profiles (800'; =20' plan sheets)

- Provide detailed horizontal and vertical control for the intersection of Main Street and Cary Road.

3 Sheets Roundabout Drainage and Utility Plan and Profiles

4 Sheets Multi-Use Path Plan and Profiles (2,000' - Main Street; 1"=20')

4 Sheets Pavement Marking, Signing, and Landscaping Plans (1"=50')

2 Sheets Roundabout Landscaping Plans (1"=20' plan sheets)

4 Sheets Erosion and Sediment Control Plans and Details (1"=50')

- Will show erosion and sediment control for the main construction stages

6 Sheets Sidewalk Curb Ramp Details (1"=10' plan sheets)

- Provide detailed horizontal and vertical for the curb ramp details.

10 Sheets Traffic Modification Plans

- Traffic Signal Removal Plan
- Preliminary, Pre-final and Final Traffic Signal Modification Plans.
- Cable Plan.
- Phase Designation Diagram.
- Summary of Quantities.
- Traffic Signal Details and Standards.

3 Sheets Roundabout Lighting Plans (1"=50' plan sheets)

- Unit duct and cable plan.
- Details.
- Schedule of quantities.

3 Sheets Retaining Wall Plans

4 Sheets Construction Details (project specific)

14 Sheets Cross-Sections

- At a scale of 1" = 5'-0" horizontal and 1" = 10'-0" vertical
- At 50' intervals on even stations
- At all entrances to verify easement need and constructability (satisfactory grades)
- At all existing and proposed drainage structures
- All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts

3 Sheets IDOT D1 Standards

5 Sheets IDOT Standards

101 Total Estimated Sheets

An estimate of construction cost will be submitted along with the preliminary plans to the Village and IDOT for review.

Task 7 – Utility Coordination

Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate three project utility meetings will be required.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections. CBBEL will coordinate the design with utility companies and provide CADD files to utility companies when requested. CBBEL will assist the Village with review utility relocation plan permit submissions.

Task 8 –Final Plans and Cost Estimate (90%)

Based on comments provided by the Village, IDOT, the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final plans and specifications for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments. The cost estimate will breakout costs for local participation.

Task 9 – Bid Plans, Specifications and Cost Estimate (100%)

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. The requested number of copies of plans and specifications will be submitted to the Village and IDOT. A final estimate of construction cost and estimate of required working days will also be submitted.

Task 10 – QA/QC

The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QC/QA Manager, will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

Task 11 – 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, County and IDOT throughout the design. It is anticipated that three (3) coordination meetings will be required.

D. Deliverables

8 copies (24"x36") Pre-Final Contract Documents

8 copies (24"x36") Final Contract Documents

8 copies (24"x36") Bid Documents

IV. Man-Hour & Fee Summary

A. Survey Services – N/A			\$ 0
B. Engineering Services			
<u>Task B.1 – Phase II Kick-Off Meeting and Phase I Addendum</u>			
Engineer VI	4 hrs x \$184/hr	=	\$736
Engineer V	24 hrs x \$150/hr	=	<u>\$3600</u>
			\$4,336
<u>Task B.2 – PSI and Geotechnical Reports</u>			
Engineer VI	1 hrs x \$184/hr	=	\$184
Engineer V	2 hrs x \$150/hr	=	\$300
By Others (MSET)			<u>\$10,550</u>
			\$11,034
<u>Task B.3 – Drainage Study and Stormwater Permit</u>			
Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	8 hrs x \$150/hr	=	\$1,200
Engineer III	66 hrs x \$112/hr	=	<u>\$7,392</u>
			\$8,960
<u>Task B.4 – Landscaping</u>			
Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	4 hrs x \$150/hr	=	\$600
Landscape Architect	32 hrs x \$150/hr	=	<u>\$4,800</u>
			\$5,768
<u>Task B.5 – Lighting Study</u>			
Engineer V	4 hrs x \$150/hr	=	\$600
Engineer IV	32 hrs x \$121/hr	=	\$3,872
Engineer III	66 hrs x \$112/hr	=	<u>\$7,392</u>
			\$11,864
<u>Task B.6 – Pre-Final Plans and Cost Estimate (75%)</u>			
Engineer VI	54 hrs x \$184/hr	=	\$9,936
Engineer V	200 hrs x \$150/hr	=	\$30,000
Engineer IV	18 hrs x \$121/hr	=	\$2,178
Engineer III	270 hrs x \$112/hr	=	\$30,240
Landscape Architect	80 hrs x \$150/hr	=	\$12,000
CAD II	280 hrs x \$112/hr	=	<u>\$31,360</u>
			\$102,514
<u>Task B.7 – Utility Coordination</u>			
Engineer VI	2 hrs x \$184/hr	=	\$368
Engineer V	4 hrs x \$150/hr	=	\$600
Engineer III	24 hrs x \$112/hr	=	<u>\$2,688</u>
			\$3,656

Task B.8 – Final Plans and Cost Estimate (90%)

Engineer VI	24 hrs x \$184/hr	=	\$4,416
Engineer V	140 hrs x \$150/hr	=	\$21,000
Engineer IV	16 hrs x \$121/hr	=	\$1,936
Engineer III	106 hrs x \$112/hr	=	\$11,872
Landscape Architect	48 hrs x \$150/hr		\$7,200
CAD II	100 hrs x \$112/hr	=	<u>\$11,200</u>
			\$57,624

Task B.9 – Final Plans, Specifications and Cost Estimate (100%)

Engineer VI	8 hrs x \$184/hr	=	\$1,472
Engineer V	66 hrs x \$150/hr	=	\$9,900
Engineer IV	2 hrs x \$121/hr	=	\$242
Engineer III	48 hrs x \$112/hr	=	\$5,376
Landscape Architect	16 hrs x \$150/hr	=	<u>\$2,400</u>
			\$19,390

Task B.10 – QA/QC

Engineer VI	20 hrs x \$184/hr	=	\$3,680
Engineer V	4 hrs x \$150/hr	=	\$600
Engineer III	8 hrs x \$112/hr	=	<u>\$896</u>
			\$5,176

Task B.11 – Administration

Engineer VI	24 hrs x \$184/hr	=	\$4,416
Engineer V	12 hrs x \$150/hr	=	<u>\$1,800</u>
			\$6,216

Subtotal Task B **\$249,738**

C. Meetings/Coordination

Engineer VI	24 hrs x \$184/hr	=	\$4,416
Engineer V	24 hrs x \$150/hr	=	\$3,600
Engineer III	8 hrs x \$112/hr	=	\$896
Landscape Architect	8 hrs x \$150/hr	=	<u>\$1,200</u>
			\$10,112

Subtotal Task C **\$10,112**

Direct Costs

A. Survey Expenses:	\$ 0
B. Engineering Expenses:	\$ 1,500
C. Meetings/Coordination:	\$ 200

PROJECT TOTAL **\$261,550**

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: 

Title: EXEC V.P.

Date: 7/23/19

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

<u>Personnel</u>	<u>Charges (\$/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 DOWNTOWN REDEVELOPMENT PLAN





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 7, 2017

TO: Tim Schloneger, Village Manager

FROM: Robert G. Mitchard, Public Works Director

SUBJECT: Downtown Streetscape and Utility Work; Design-Build Services Recommendation

Tim, attached you will find the Design-Build Guaranteed Maximum Price and Standard Form of At-Risk Management Contractor for Designer-Led Design-Build Project for Phase 1B of the Downtown Streetscape and Utility Work. The contract covers work that is very similar to the prior streetscape work in Downtown Streetscape Phase 1A, including all the same features and quality construction work that our residents and businesses have enjoyed. The work to be completed is from the new Main Street Bridge over Crystal Creek to the Algonquin Road intersection.

The design-build concept is a recommendation that I am making in order to bring this project in on-time, within budget (as stated), and within the high expectation of the Board of Trustees, stakeholders, and our residents and businesses. Burke, LLC will be handling all design, bidding, contractor selection (with our approval), project construction management, and PR communications and marketing (through a third party vendor) under the Guaranteed Maximum Price of \$1,121,304. An owner's allowance of \$100,000 is also included, but will only be expended should there be significant changes in the project scope that would add work task(s) to the job.

The most attractive part of this delivery method is the fact that the Village of Algonquin, as owner will be teaming with Burke, LLC and the contractors to deliver a quality project. In traditional design-bid-build delivery, the Village would be attempting to manage, at least, five separate contracts and five different contractors and their sub-contractors in this very tight and restrictive construction site. The design-build option allows us to funnel all construction contracts and related activities through Burke, LLC, making to overall management of the contract much more streamlined, comprehensive and coordinated. Any construction savings realized through the design-build team effort will be shared equally between Burke, LLC and the Village of Algonquin, as owner.

Currently, in the Capital Improvement Budgets, we have \$1,500,000 budgeted in the Street Improvement Fund for the construction of the bridge over Main Street. Although this is undergoing construction currently, the Village received federal funding to complete this job. Therefore all invoicing goes to IDOT for payment and then they bill is for our cost share portion. The current Village portion of the project is estimated to be the \$1,500,000 that we budgeted. Because this is a federally funded job, it generally takes IDOT up to 2

years to bill us for our cost share. Therefore, this money is available in the current year. Since we did not budget to construct Stage 1B of the Streetscape, due to potential timing issues with the bridge construction, staff proposes to use the \$1,500,000 to implement the Stage 1B design/build project.

We recommend that the Committee of the Whole take the necessary action on the contract with Burke, LLC in the amount of \$1,121,304 and move that motion on to the Village Board of Trustees for approval. Work will begin as soon as the contract is approved and bids for services can be collected and considered by Burke, LLC. The contract is expected to be completed on, or before, December 15, 2018.



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Downtown Stage 1B Improvements

CONTRACT DATE: August 23, 2019

GUARANTEED MAXIMUM
PRICE: \$1,121,304

OWNERS ALLOWANCE: \$100,000

TOTAL CONTRACT PRICE: \$1,221,304

SUBSTANTIAL COMPLETION DATE: December 9, 2019

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The Plans prepared by 1) Engineering Enterprises, Inc.: Downtown Streetscape Water Main Improvements Stage 1A; 2) Christopher B. Burke Engineering, Ltd.: Dry Utility Replacement Project Phase I; 3) Main Street Streetscape Project Stage 1A; including any Addenda thereto.

.5 Village of Algonquin Standard Certifications
a. Business Organization
b. Certification of Eligibility
c. Equal Employment Opportunity
d. Illinois Prevailing Wage Act
e. Contractor's Certification
f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the

Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Coordination and Communication Plan. Metro Strategies, Inc., a planning, policy and public affairs firm, will assist the Construction Manager in crafting an approach to specifically address the project coordination and communication needs for the redevelopment of downtown Algonquin. This will include an outreach and communication plan, and hosting public meetings, as necessary. The Construction Manager will also be responsible for scheduling and conducting meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.10 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.

3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined

herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
 - .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.
- 3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- 3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction

Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

- 3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.
- 3.24 Field Office. The Construction Manager shall obtain a field office within the Village's corporate limits for the duration of the project. The field office will be for the exclusive use of the Construction Manager and its Subcontractors.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract

Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the Contract Date listed on page 1. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the Anticipated Summary of Quantities.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.

3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included. If necessary, the associated costs will be paid through the Owner's Allowance or via Change Order.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.

8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check

vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the

Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

- 8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
- .1 The amount of the final payment shall be calculated as follows:
- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the

amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

- .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

- .1 Labor costs.
 - .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
 - .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
 - .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
 - .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such

costs are based on wages and salaries included in the Cost of the Work.

- .2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- .3 Costs of materials and equipment incorporated in the completed construction.
 - .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

- .5 Miscellaneous costs.
 - .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

- .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.

- .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under

this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;

- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.

10.6 Reserved.

10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.

10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents,

consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;

- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction

Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.

12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.

14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.

14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire

and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manager shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

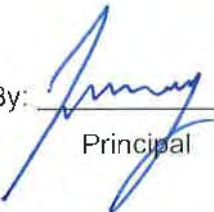
Owner:
Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:
Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By:  Date: 9/13/2019
Principal

Attest: _____ Date: _____



By:  Date: 9/13/19
Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

By:  Date: 12/6/17 By:  Date: 12/6/17
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17
Principal Principal

By:  Date: 12-16/17 By:  Date: 12/6/2017
Principal Principal



**Main Street
Stage 1B
Improvements
Algonquin, Illinois**
Exhibit A - Summary Schedule of Values



Item	Contract Value	
Water Main and Sanitary Sewer Improvements	\$	384,000
Water Main and Sewer Construction	\$	320,000
Design Services	\$	22,400
Construction Management	\$	25,600
General Conditions (Insurance OH and Profit)	\$	16,000
Electrical Streetscape Improvements	\$	102,000
Electrical Streetscape Construction	\$	85,000
Design Services	\$	5,950
Construction Management	\$	6,800
General Conditions (Insurance OH and Profit)	\$	4,250
Civil Streetscape Improvements	\$	635,304
Civil Streetscape Construction	\$	467,420
Vibration Monitoring	\$	49,400
Material Testing	\$	25,000
Design Services	\$	32,719
Construction Management	\$	37,394
General Conditions (Insurance OH and Profit)	\$	23,371
Owners Allowance	\$	100,000
Owners Allowance	\$	100,000
Contract Price		\$ 1,221,304

Village of Algonquin

Main Street Stage 1B - Summary of Quantities (sheet 1 of 2)

CIVIL STREETScape IMPROVEMENTS

ITEM	ITEM DESCRIPTION	UNIT	ANTICIPATED QUANTITY
1	EARTH EXCAVATION	CU YD	60
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	125
3	POROUS GRANULAR EMBANKMENT	CU YD	125
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	375
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	100
6	SODDING, SALT TOLERANT	SQ YD	100
7	SUPPLEMENTAL WATERING	UNIT	5
8	INLET FILTERS	EACH	10
9	AGGREGATE BASE COURSE, TYPE B, 6"	SQ YD	6500
10	PORTLAND CEMENT CONCRETE PAVEMENT 10" JOINTED	SQ YD	800
11	CONCRETE PLANTER CURB	FOOT	160
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	600
13	DETECTABLE WARNINGS	SQ FT	25
14	PAVEMENT REMOVAL	SQ YD	850
15	HMA SURFACE REMOVAL REMOVAL, 2"	SQ YD	150
16	COMBINATION CURB AND GUTTER REMOVAL	FOOT	400
17	SIDEWALK REMOVAL, SPECIAL	SQ FT	3800
18	PIPE UNDERDRAINS 4"	FOOT	20
19	PIPE UNDERDRAINS 6"	FOOT	40
20	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	815
21	MOBILIZATION [4%]	L SUM	1
22	SIGN PANEL - TYPE 1	SQ FT	5
23	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	20
24	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	20
25	TELESCOPING STEEL SIGN SUPPORT [BLACK POWDER-COATED]	FOOT	12
26	POLYUREA PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	30
27	POLYUREA PAVEMENT MARKING LINE 4"	FOOT	330
28	POLYUREA PAVEMENT MARKING LINE 6"	FOOT	200
30	POLYUREA PAVEMENT MARKING LINE 24"	FOOT	34
31	WHITE GRANITE INLAID PAVEMENT MARKING 4"	FOOT	25
33	STRUCTURAL SOIL, 2.5' DEPTH	SQ YD	120
34	CONSTRUCTION LAYOUT	L SUM	1
36	BRICK PAVER SIDEWALK ON RIGID BASE - 2.25" TAN RANDOM ASHLAR	SQ FT	3865
37	BRICK PAVER SIDEWALK ON RIGID BASE - 2.25" RED SOLDIER COURSE	SQ FT	793
39	BRICK PAVER CROSSWALK ON RIGID BASE - 2.75" TAN RANDOM ASHLAR	SQ FT	90
40	BRICK PAVER CROSSWALK ON RIGID BASE - 2.75" RED SOLDIER COURSE	SQ FT	86
41	BRICK PAVER DRIVEWAY/PARKING ON RIGID BASE - 2.75" RED HERRINGBONE	SQ FT	774
42	BRICK PAVER DRIVEWAY/PARKING ON RIGID BASE - 2.75" RED SOLDIER COURSE	SQ FT	348
43	BRICK PAVER DRIVEWAY ON RIGID BASE - 2.75" TAN RANDOM ASHLAR	SQ FT	413
46	PLANTER SOIL	CU YD	10
47	SEATWALL	FOOT	35
48	MASONRY COLUMN	EACH	3
49	MOVEABLE PLANTERS	EACH	4
50	DECORATIVE TRASH RECEPTACLE	EACH	2
51	TREE GRATE IN THICKENED SLAB 4X6	EACH	3
52	CONCRETE ADA ENTRANCE RAMP, LOCATION 1	CU YD	20
53	DECORATIVE RAILING	FOOT	25
54	PLANTING BED PREPARATION	SQ YD	80
55	MAINTENANCE OF PEDESTRIAN TRAFFIC	L SUM	1
56	PEDESTRIAN TRAFFIC CONTROL AND PROTECTION	L SUM	1
57	PCC PAVEMENT REMOVAL	SQ YD	16
58	BRICK PAVER REMOVAL	SQ FT	720
59	IRRIGATION FOR PLANTERS	L SUM	1
60	DETECTOR LOOPS	L SUM	1
61	TRAFFIC CONTROL AND PROTECTION [INCLUDING DETOUR]	L SUM	1

Village of Algonquin

Main Street Stage 1B - Summary of Quantities (sheet 2 of 2)

ELECTRICAL STREETScape IMPROVEMENTS

ITEM	ITEM DESCRIPTION	UNIT	ANTICIPATED QUANTITY
1	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 1" DIA.	FOOT	120
2	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 2" DIA.	FOOT	740
3	UNDERGROUND CONDUIT, CNC, 2" DIA. - ON BRIDGE DECK	FOOT	800
4	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 4" DIA.	FOOT	160
5	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	4800
6	HANDHOLE, COMPOSITE CONCRETE, 12 X 12 X 12	EACH	1
7	HANDHOLE, COMPOSITE CONCRETE, 11 X 17 X 12	EACH	1
8	HANDHOLE, COMPOSITE CONCRETE, 13 X 24 X 18	EACH	2
9	HANDHOLE, COMPOSITE CONCRETE, 17 X 30 X 18	EACH	3
10	LIGHT POLE FOUNDATION, 30" DIA., ROADWAY POLES	FOOT	20
11	LIGHT POLE FOUNDATION, OFFSET FOR UTILITY CONFLICTS	FOOT	13
12	ROADWAY TYPE LIGHTING UNITS, COMPLETE IN PLACE	EACH	2
13	TREE GRATE RECEPTACLES, COMPLETE IN PLACE	EACH	2
14	NON-TREE GRATE RECEPTACLES, COMPLETE IN PLACE	EACH	3

WATER MAIN AND SANITARY SEWER IMPROVEMENTS

ITEM	ITEM DESCRIPTION	UNIT	ANTICIPATED QUANTITY
1	12" SANITARY SEWER, SDR-26 D-2241	LF	140
2	6" SANITARY SEWER SERVICE, SDR-26 D-2241	LF	80
3	SANITARY SERVICE CLEANOUT	EACH	2
4	SANITARY SERVICE TEE 12"X6"	EACH	2
5	12" NON-SHEAR COUPLING	EACH	1
6	TY A SANITARY MH, 4' DIA, TY 1 F & CL W/ BOOTS	EACH	2
7	SANITARY SEWER REMOVAL, 8"-10"	FOOT	115
8	SANITARY SEWER REMOVAL, 6"	FOOT	80
9	REMOVE EXIST SANITARY MANHOLE	EACH	1
10	DEFLECTION TESTING SANITARY SEWER	FOOT	140
11	TELEVISIONING SANITARY SEWER	FOOT	140
12	SANITARY MANHOLE VACCUUM TESTING	EACH	2
13	SELECT GRANULAR BACKFILL	CY	815
14	WATER MAIN, 6-INCH W/ NITRILE GASKET	LF	20
15	WATER MAIN, 12-INCH W/ NITRILE GASKET	LF	150
16	WATER MAIN, 16-INCH	LF	450
17	DUCTILE IRON FITTINGS	LB	2600
18	CONNECTION TO EXIST 8" WATER MAIN	EACH	1
19	CONNECTION TO EXIST 16" WATER MAIN	EACH	1
20	GATE VALVE, 12" (RES SEAT) 60" VV, TY 1 F & CL	EACH	1
21	BUTTERFLY VALVE, 16" w/60" VV, TY 1 F & CL	EACH	2
22	FIRE HYD ASSEMB, AUXILIARY VALVE, 6" MJ	EACH	1
23	WATER SERVICE CONNECTION, 1-INCH	EACH	2
24	WATER SERVICE PIPE, 1" TYPE K COPPER	LF	80
25	WATER SERVICE BUFFALO BOX	EACH	30
26	DISCONNECT & ABANDON EXIST WATER MAIN	EACH	1
27	VALVE VAULT TO BE ABANDONDED	EACH	1
28	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	1
29	WM TESTING - PRESSURE & DISINFECT	LS	1
30	NON-SPL, NON-HAZ SOIL WASTE DISPOSAL, TY 2	TON	420
31	DAILY MONITORING OF NSW FOR DISPOSAL	DAY	5
32	HMA PAVEMENT REMOVAL, 8"	SY	250
33	RESTORATION	SY	140
34	6" PAVEMENT PATCH	SY	300
35	SILTATION FENCE	LF	300