

AGENDA
COMMITTEE OF THE WHOLE
May 12, 2020
- AGENDA -
7:30 P.M.

Pursuant to Governor Pritzker’s Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete packet may be viewed online via the Village Board’s link on the Village’s website, www.algonquin.org. If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/96549494987> or dial in (877)853-5257 or (888)475-4499 webinar ID 965 4949 4987. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org; or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the sole purpose of accurate meeting minutes.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee see above.)
3. **Community Development**
 - A. Consider the Revised Trails of Woods Creek Development Plan
4. **General Administration**
 - A. Consider Restaurants and Outdoor Seating on Public Property
5. **Public Works & Safety**
 - A. Consider an Agreement with Trotter & Associates for Professional Engineering Services for the Phosphorus Discharge and Optimization Plan
 - B. Consider Certain Vehicles as Surplus
 - C. Consider an Agreement with McHenry County Conservation District for Authorization to Connect the Maker’s Park Trail from Armstrong Street to the Prairie Trail
 - D. Consider an Agreement with DK Contractors for the Construction of Maker’s Park Bike Path
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 23, 2020

TO: Bob Mitchard, Public Works Director

FROM: Thomas Hall, Chief Wastewater Operator

SUBJECT: Trotter & Associates Professional Engineering Services – Phosphorus Discharge and Optimization Plan (PDOP)

Bob,

I recommend contracting Trotter & Associates to assist the Village in developing a Phosphorus Discharge and Optimization Plan (PDOP). Trotter & Associate's engineering fee for the scope of services they will provide quoted \$34,900.00 (See attached proposal). Funds were requested and approved within the FY2020/21 Budget under Sewer Division Account Number 07800400-42232 (PDOP).

Professional engineering services are needed to realize the completion of a Phosphorus Discharge and Optimization Plan (PDOP) in accordance with Special Condition No. 17 of the Village of Algonquin's National Pollutant Discharge Elimination System (NPDES) permit.

Thank you for considering this recommendation.

Thomas Hall



March 19, 2020

Mr. Tom Hall
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan
Engineering Services Proposal

Dear Mr. Hall:

We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Engineering Services to complete the Phosphorus Discharge Optimization Plan. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE
President

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March 19, 2020

Mr. Tom Hall
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan
Engineering Services Proposal

Dear Mr. Hall:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Phosphorus Discharge Optimization Plan (hereinafter referred to as the "PROJECT").

Project Background

The Village's renewed NPDES permit was issued by the Illinois EPA on December 28, 2018. The Village is a member of the Fox River Study Group (FRSG). The FRSG has negotiated special conditions which are included in the renewed permit, specifically with respect to nutrient (phosphorus and nitrogen) removal requirements. The special conditions of the NPDES include a Phosphorus Discharge Optimization Plan (PDOP) and Phosphorus Removal Feasibility Study to be completed within 12 months of permit issuance (by 12/28/2019). Due to budgetary restrictions, the Village requested an extension to the due date of the PDOP which is reflected in a draft Permit, dated March 3, 2020. The modified due date of the PDOP is to be completed within 24 months of permit issuance (12/28/2020).

The Optimization Plan will identify low-cost measures which may be taken to reduce influent phosphorus or modifications to the process to reduce phosphorus in the discharge without construction of capital improvements. The Phosphorus Feasibility Study (completed in 2018) confirmed the basis of the design of the existing facility and evaluated modifications of the process to meet future effluent phosphorus limits.

Project Understanding

The FRSG-negotiated Special Condition #17 includes the completion of a Phosphorus Discharge Optimization Plan within 24 months of permit issuance (modified Permit). TAI has confirmed with the Illinois EPA that the PDOP is intended to identify significant sources through a practical review of the non-residential users. The PDOP is not intended to include a local limits evaluation with sampling for phosphorus.

Special Condition #17:

The Permittee shall develop and submit to the Agency a Phosphorus Discharge Optimization Plan within 24 months of the effective date of this permit. The plan shall include a schedule for the implementation of these optimization measures. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not be limited to, an evaluation of the following optimization measures:

- a) WWTF influent reduction measures.

- i. *Evaluate the phosphorus reduction potential of users.*
- ii. *Determine which sources have the greatest opportunity for reducing phosphorus (i.e., industrial, commercial, institutional, municipal, and others).*
 1. *Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.*
 2. *Evaluate implementation of local limits on influent sources of excessive phosphorus.*
- b) *WWTF effluent reduction measures.*
 - iii. *Reduce phosphorus discharges by optimizing existing treatment processes.*
 1. *Adjust the solids retention time for either nitrification, denitrification, or biological phosphorus removal.*
 2. *Adjust aeration rates to reduce dissolved oxygen and promote simultaneous nitrification-denitrification.*
 3. *Add baffles to existing units to improve microorganism conditions by creating divided anaerobic, anoxic, and aerobic zones.*
 4. *Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.*
 5. *Minimize impact on recycle streams by improving aeration within holding tanks.*
 6. *Reconfigure flow through existing basins to enhance biological nutrient removal.*
 7. *Increase volatile fatty acids for biological phosphorus removal.*

Influent Reduction Strategies

In accordance with Special Condition #17, TAI will evaluate the industrial users and develop a strategy for influent load reduction including evaluating the merits of implementation of local limits. As part of the evaluation, TAI would review water usage data for all non-residential users consuming above 5,000 gpd. Likely sources for high phosphorus discharge may include:

- Medical Facilities
- Restaurants/Food Processing
- Car Washes/Industrial Laundries
- Categorical (Metal Finishing)

Based on the findings of this review, TAI will identify any non-residential user which may be a significant contributor (over 1%), and develop a sampling protocol to determine the actual phosphorus contributions of these users. After sampling is complete, TAI will provide recommendations for implementation of further reduction strategies.

Effluent Reduction Strategies (Plant Optimization)

In accordance with Special Condition #17, TAI will review the existing treatment facility and work with Village staff to evaluate and implement low-cost optimization strategies for the reduction of effluent phosphorus. The NPDES permit specifically requires evaluation of increasing SRT's, reducing dissolved oxygen with the biological process, implementation of anoxic zones, recycle stream load reduction, process modifications for BNR, and the potential for VFA production.

TAI will conduct a work session with plant staff to confirm current plant flows, loads, and operational strategies. Additionally, TAI and staff will discuss the operational flexibility available in the existing facility (i.e. dissolved oxygen control, diversion of recycle flows, potential for chemical addition, and return sludge hydraulic capacities).

Evaluation of alternative strategies will require a full understanding of the treatment facility's basis of design as well as the biological and hydraulic capacities of each unit process. Special Condition #15 requires development of a Phosphorus Feasibility Study, which is specific to the wastewater treatment facility and traditionally completed in parallel with the PDOP. Evaluation of the existing facility, and the basis of design has been completed as a component of the Feasibility Study and will be incorporated into the Optimization Plan.

From this evaluation, TAI will prepare an effluent reduction strategy (in report format) which addresses each of the identified reduction strategies within Special Condition #17, as well as provides recommendations for practical operational changes which will result in reduced effluent phosphorus. Within this evaluation, Trotter and Associates will detail the potential benefits and costs associated with implementing these strategies. TAI will also identify any potential limitations or drawbacks from implementing these modifications which may affect the Village's ability to meet its existing obligations under the NPDES permit requirements.

In accordance with Special Condition #17, Trotter and Associates will review these recommendations with Village staff and incorporate the Village's comments.

Once completed, TAI will submit the final report to the Illinois EPA and address all comments or feedback received from the EPA.

Project Schedule

2020 Phosphorus Optimization Plan April 2020 – August 2020

RFI to Village for Data	March 2020
*First Draft Report Submission Date:	June 1, 2020
Sampling results to TAI	June 15, 2020
**Amended Report Submission Date:	July 1, 2020
Meeting to discuss sample results and recommendations	July 2020
Final Report Submission Date:	August 1, 2020

*Contingent upon receiving data within two weeks of RFI receipt.

**Schedule contingent upon Village providing comments within two weeks of draft submittal.

Scope of Services

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

A. A Phosphorus Discharge Optimization Plan

- Influent Reduction Strategy
 - Review the Village's existing pre-treatment ordinance and industrial user permitting program to provide recommendations (if any).
 - Conduct a work session with Village staff to identify contributing phosphorus loads:
 - Acquire flow data for all commercial users over 5,000 gpd
 - Identification of all Categorical and Significant Industrial Users
 - The combined list is estimated to range between 1-10 users
 - Evaluation of potential significant sources identified above
 - Estimate the potential of each source to contribute more than 1% phosphorus load to the WWTF based on the type of business (estimated 0-3 sources).
 - Work with Village staff to sample the potential significant sources (estimated 0-3 sources).
 - Estimate the load contributed by each of the identified significant phosphorus sources.

- Evaluate the cost-effectiveness of implementing permitting and sampling for the significant contributors.
- Develop recommendations for implementation of a phosphorus public education/awareness program to be modeled after national (Water Environment Federation) public education programs.
- Summarize all recommended influent source reduction strategies.
- Effluent Reduction Strategy (Plant Optimization)
 - Hold a project kick-off meeting with Village staff to confirm objectives, request laboratory data, validate flow diagrams and estimated flows/loads.
 - Acquire 36-months operational and DMR laboratory testing
 - Obtain copy of previous facility plan, including basis of design
 - Confirm operational procedures
 - Request additional testing necessary to confirm recycle loads
 - Work with Village's laboratory to benchmark performance of existing unit processes.
 - Perform on-site analysis with Village staff of the existing treatment facilities to identify capabilities for enhancement as well as internal recycle sources which could be optimized to reduce effluent phosphorus.
 - Review of Village's operational data with respect to process and recycle flows.
 - Evaluate alternatives for optimizing biological process phosphorus removal under existing conditions and loads.
 - Determine current biological process SRT and evaluate the potential for increasing phosphorus removal through operating at a lower sludge age and maintaining full nitrification (*confirm with BioWin model*).
 - Evaluation of reducing dissolved oxygen and operating the facility as a simultaneous nitrification/denitrification process, which will increase phosphorus uptake.
 - Evaluate implementation of anoxic zones utilizing an A/O process in existing tankage at current flows, and determine the plant's ability to maintain full nitrification with lower aerobic detention times. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
 - Evaluate implementation of anaerobic/anoxic zones by modifying the existing process utilizing baffle walls to create an A²O process in existing tankage. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
 - Evaluate the cost-effectiveness of incorporating iron salts into the dewatering process and lowering polymer consumption to reduce phosphorus recycle loading.
 - Evaluate the potential for converting one or more of the primary clarifiers to an activated primary for the purposes of fermenting raw sludge and production of VFA's.
 - Summarize all recommended effluent reduction (plant optimization) strategies.
- Prepare Summary Report
 - TAI will prepare a written report to condense the information into a summary highlighting the selected alternatives, costs and schedule in accordance with the Fox River Study Group Special Condition #17. TAI will submit the final report to the Illinois EPA for review and approval.

DELIVERABLE

Ten (10) copies of the 2020 Time sheet

Phosphorus Optimization Plan will be provided to the Village, and submitted to the Illinois EPA as required. The Plan will generally follow the sample table of contents provided below:

- 1.0 Overview and Summary
 - 1.1 Introduction and Background
 - 1.2 Review of NPDES Permit Requirements
 - 1.3 Community Overview
 - 1.4 Treatment Process Overview
 - 1.4.1 Collection System
 - 1.4.2 Wastewater Treatment Process
- 2.0 Phosphorus Discharge Optimization Plan
 - 2.1 Influent Reduction Strategies
 - 2.1.1 Evaluation of Potential Phosphorus Reduction of Individual Users
 - 2.1.1.1 Users over 5,000 gpd
 - 2.1.1.2 Categorical and SIU Potential Contributors
 - 2.1.2 Evaluation of the Cost-Effectiveness of Implementing Local Limits on Influent Sources of Excessive Phosphorus
 - 2.1.3 Recommendations for Implementing Permitting and Sampling for Significant Contributors
 - 2.1.4 Summary of Influent Reduction Strategies
 - 2.2 Effluent Reduction Strategies (Plant Optimization)
 - 2.2.1 Overview of Information on Existing System's Data and Design
 - 2.2.2 Summary of On-Site Analysis
 - 2.2.2.1 Unit Process Phosphorus Removal Capabilities
 - 2.2.2.2 Process Modeling and Simulation of Existing System
 - 2.2.3 Evaluation of Reducing Phosphorus Discharge by Optimization of Existing Treatment Process
 - 2.2.3.1 Evaluation of SRT on Phosphorus Removal
 - 2.2.3.2 Evaluation of Reduction of Dissolved Oxygen on Phosphorus Removal
 - 2.2.3.3 Evaluation of Implementation of Anoxic Zones on Phosphorus Removal
 - 2.2.3.4 Evaluation of Implementation of Anaerobic/Anoxic Zones on Phosphorus Removal
 - 2.2.3.5 Evaluation of Incorporation of Iron Salts into Dewater Process
 - 2.2.3.6 Evaluation of Conversion of Primary Clarifier to Activated Primary Clarifier for VFA Production
 - 2.2.5 Summary of Effluent Reduction (Plant Optimization) Strategies
- 3.0 Implementation Schedule

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

Compensation

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

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

The total compensation for services is estimated to be \$34,900 based on the following assumed distribution of compensation:

<u>Study and Report Phase</u>	<u>\$26,400</u>
Base Engineering Fees	\$26,400
Reimbursable Expenses	\$1,000
Pre-Authorized Amount for Addendum	\$5,000
<u>Pre-Authorized Amount for Sampling</u>	<u>\$2,500</u>
Total Authorized for Study and Report	\$34,900

Reimbursable Expenses. ENGINEER has incorporated \$1,000 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

Pre-Authorized Amount for Addendum. ENGINEER has incorporated a portion of this proposal that will only be billable if approved in writing at the discretion of the CLIENT.

Sampling. ENGINEER to provide sampling and lab testing of up to four samples.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

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

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

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

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

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

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

Contents of Agreement

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

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

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: March 11, 2020

Address for giving notices:

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

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

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

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

3.02 Suspension

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

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

4.02 Other Provisions Concerning Payments

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

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

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

6.04 Use of Documents

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

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

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

6.05 Insurance

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

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

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

6.06 Termination

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

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

6.09 Dispute Resolution

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

6.10 Hazardous Environmental Condition

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

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

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

6.11 Allocation of Risks

A. Indemnification

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

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

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

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.16 Definitions

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

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CLIENT Initial _____

TAI Initial _____



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

2020 Schedule of Hourly Rates		2020 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$110.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$122.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level III	\$134.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$149.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level V	\$168.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level VI	\$195.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer VII	\$205.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer VIII	\$233.00	Binding Strips (Engineering Plans)	Each	\$1.00
Principal Engineer	\$238.00	5 Mil Laminating	Each	\$1.25
Technician Level I	\$98.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$116.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level III	\$135.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level IV	\$147.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Senior Technician	\$162.00	Recorded Documents	Each	\$25.00
GIS Specialist I	\$98.00	Plat Research	Time and Material	
GIS Specialist II	\$111.00	Per Diem	Each Day	\$30.00
GIS Specialist III	\$151.00	Field / Survey Truck	Each Day	\$45.00
Clerical Level I	\$64.00	Postage and Freight	Cost	
Clerical Level II	\$76.00			
Clerical Level III	\$88.00			
Survey Technician Level I	\$66.00			
Survey Technician Level II	\$79.00			
Survey Crew Chief	\$161.00			
Professional Land Surveyor	\$194.00			
Department Director	\$192.00			
Prevailing Wage Survey Foreman**	\$185.00			
Prevailing Wage Survey Worker**	\$181.00			
Sub Consultants	Cost Plus 5%			

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

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

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CLIENT Initial _____

TAI Initial _____



EXHIBIT C
SUPPLEMENTAL CONDITIONS

NONE AT THIS TIME

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: 05/06/2020

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

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

SUBJECT: Vehicles To Be Deemed Surplus

The following vehicles are proposed to be declared surplus as part of the Village's program with Enterprise Fleet Management. The program achieves the lowest total cost of operation by cycling out vehicles on a timely basis.

Unit #: 27
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH7LZ113865
Description: Enterprise Lease Turn in

Unit #: 310
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH1LZ110346
Description: Enterprise Lease Turn in

Unit #: 313
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ116286
Description: Enterprise Lease Turn in

Unit #: 607
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH3LZ109571
Description: Enterprise Lease Turn in

Unit #: 825
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTRAEH4LZ110387
Description: Enterprise Lease Turn in

Unit #: 103
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ110391
Description: Enterprise Lease Turn in

Unit #: 312
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEHXLZ111561
Description: Enterprise Lease Turn in

Unit #: 311
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ111038
Description: Enterprise Lease Turn in

Unit #: 608
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH8LZ109436
Description: Enterprise Lease Turn in

Unit #: 955

Year: 2020

Make: GMC

Model: Sierra

ID/VIN: 1GTR9AEH1LZ109214

Description: Enterprise Lease Turn in



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 8, 2020

TO: Committee of the Whole – May 12, 2020

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Maker's Park – Trail Connection from Armstrong Street to the McHenry County Conservation District Prairie Trail – Approval of Documents*

The Village has been working with the McHenry County Conservation District (MCCD) to build a bikepath connection from Armstrong Street (Maker's Park and Scorched Earth Brewery) to the McHenry County Conservation District (MCCD) Prairie Trail.

Background:

On March 12, 2019 the Village Board approved a Resolution authorizing the Village Manager to submit an application for the Illinois Department of Natural Resources (IDNR) Natural Resources Bicycle Path Grant for Maker's Park to connect from Armstrong Street to the Prairie Path Regional Trail.

On August 13, 2019 the Village received IDNR approval of the grant for \$148,300 (NTE 50% of the project costs).

In February 2020, the IDNR Intergovernmental Agreement (IGA) was executed by the Village and the IDNR.

Discussion:

Staff and the Village Attorney have worked with the MCCD to prepare the documents necessary to build this project. The main items that need to be addressed in order to build the project are:

- The conveyance of MCCD property to the Village to construct the connection
- A License Agreement to use a portion of the MCCD Trail for the use and construction of the connection

In order to accomplish this the Village must:

- Pass an Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District.
- Approve and IGA between the Village of Algonquin and the MCCD
- Approve a Declaration of Restrictive Covenants agreeing to only use this conveyed property for the bike path types of uses

After Village approves the Ordinance, the IGA, and the Restrictive Covenants, those documents will be sent over to the MCCD for approval. They in turn will:

- Pass a Resolution Authorizing the Conveyance of McHenry County Conservation District Property as Well as a License over Certain Other Property to the Village of Algonquin
- Convey the property with a Warranty Deed

Recommendation:

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the following:

- An Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District
- An IGA between the Village of Algonquin and the MCCD
- Approval of a Declaration of Restrictive Covenants

ORDINANCE NO. 2020-O-___

***An Ordinance Authorizing the Village Algonquin to Accept a Conveyance
of Real Property and a License Over Certain Other Property
From the McHenry County Conservation District***

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (the “District”), is the owner of a parcel of real estate within the Village of Algonquin, an Illinois municipal corporation (“Village”), formerly known as the “Algonquin Industries Parcel” which is legally described as follows (the “Subject Property”):

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID

LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the District is willing to grant the Village a license in over and upon other property owned by the District to enable the Village and the public to have access to Maker's Trail on the terms and conditions set forth in that certain License Agreement for Makers Trail Access by and between the District and the Village attached hereto as Exhibit A.

WHEREAS, the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District in the making of certain public improvements for a public park and to use same as a public park; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, ("Act") as amended, authorizes units of government to transfer property from one unit of government to another unit of government; and

WHEREAS, the corporate authorities of the Village desire the corporate authorities of the District to transfer the Subject Property and the License to the Village in exchange for a payment of \$10.00, and other good and valuable consideration in hand paid, and pursuant to the authority conferred by the Act as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*; and

WHEREAS, the District desires to have the transfer of Subject Property effectuated by special warranty deed, subject to the Declaration of Restrictive Covenants respectively attached hereto as Exhibits B and C.

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

SECTION 1: The foregoing premises are hereby incorporated herein as findings and the declaration of the President and Board of Trustees of the Village of Algonquin.

SECTION 2: The Village Manager is authorized to issue payment in the amount of \$10.00, and other good and valuable consideration in hand paid, for the Subject Property and to accept and duly record in the Office of the McHenry County Recorder of Deeds a special warranty deed executed by the President of the Board of Trustees of the McHenry County Conservation District, conveying the Subject Property, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B as well as to accept and duly record the License Agreement attached hereto as Exhibit A and the Declaration of Restrictive Covenants attached hereto as Exhibit C.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment

shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Exhibit List:

Exhibit A: License Agreement for Maker's Trail between MCCD and the Village

Exhibit B: Special Warranty Deed from MCCD to Village for former "Algonquin Industries Parcel"

Exhibit C: Declaration of Restrictive Covenants

**LICENSE AGREEMENT FOR MAKER’S TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR, AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **MCHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **RECITALS:** The recitals are hereby incorporated by this reference.
2. **GRANT OF LICENSE:** Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace,

remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at anytime by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensor plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensor's operations, and shall not proceed with the work until such plans have been approved by Licensor, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, Licensee shall notify Licensor at least ten (10) days (or such other time as Licensor may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensor of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensor in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all

liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property, as shall be reasonably determined by Licensor.

12. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensor. Licensee agrees to indemnify and hold Licensor harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensor as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

13. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensor authorizes Licensee to move or take down any fence or structure or equipment of Licensor or in any manner to move or disturb any of the other land or facilities of Licensor in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of

the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

14. INDEMNITY:

(a) As used in this Paragraph, "Licensor" includes Licensor's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof; or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

15. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

16. INSURANCE: Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

17. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

18. TERMINATION:

(a) If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice.

(b) Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 19.

Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

(c) The Licensor may terminate the license with 30-day notice.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to:

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to:

Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the state of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensor and Licensee or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

MCHENRY COUNTY CONSERVATION DISTRICT

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

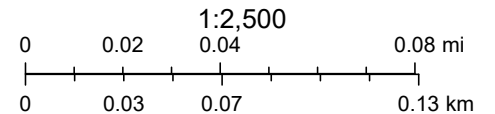
EXHIBIT A TO LICENSE AGREEMENT

LICENSED REAL ESTATE

Algonquin Basemap Viewer



5/6/2020 10:45:43 AM



- Road Centerlines
- Boundaries - Village Limit
- Waterlines
- Liens
- ▨ Not in Village
- Tax Parcels
- Address
- Municipal Court



Depiction of Proposed Licensed Real Estate



INTERGOVERNMENTAL AGREEMENT
by and between
THE VILLAGE OF ALGONQUIN
and
THE McHENRY COUNTY CONSERVATION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2020, by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the "Village") and the McHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized under the Conservation District Act, 70 ILCS 410/1 *et seq.* (the "District").

WHEREAS, the District is the legal owner of a parcel of real state commonly known as the former "Algonquin Industries" parcel that the Village wishes to acquire as legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH

44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the District is the legal owner of a parcel as legally described in Exhibit B for which the Village wishes to acquire a license to enable the Village and the public to access Maker's Trail; and

WHEREAS, the District and the Village are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly as well as the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*, to effectuate the transfer of title to the Subject Property and the license to the Village.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **Transfer of Title to Subject Property and License to Village from District.** Upon adoption of this Agreement as well as the *Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License from the McHenry County Conservation District*, in the form attached hereto as Exhibit B, the District agrees to adopt *A Resolution Authorizing of McHenry County Conservation District Property as well as a License Over Certain Property to the Village of Algonquin*, in the form attached hereto as Exhibit C, cause the License Agreement in the form attached hereto as Exhibit D to be executed and delivered to the Village which shall be executed by the Village and recorded. The Village shall provide a recorded copy of the License Agreement to the District for its records.

In addition, the District shall cause the Special Warranty Deed in the form attached hereto as Exhibit E to be signed and notarized and to be delivered to the Village, which the Village shall cause to be recorded along with the Declaration of Restrictive Covenants in the form attached hereto as Exhibit F. The Village shall provide the District with recorded copies of the Special Warranty Deed and the Declaration of Restrictive Covenants.

2. **Governing Law.** The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles, the parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

3. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be

contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

4. **Notices.** All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to:

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

5. **Entire Agreement.**

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary, respectively, of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk, respectively, of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration") is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the "Village").

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN

BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

(the "Subject Property")

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the "District"), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public rest room.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

Resolution # _____

A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (“District”) is the legal owner of parcel of real estate legally described in Exhibit A, attached hereto and incorporated herein (“Subject Property”), which is located in McHenry County, Illinois; and

WHEREAS, the Village wishes to acquire title to the Subject Property and wishes to use same as a public park and public open space; and

WHEREAS, the corporate authorities of the District desire to convey the Subject Property to the Village in exchange for compensation in the amount of \$10.00, and other good and valuable consideration in hand paid, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (“Act”), as amended; and

WHEREAS, the Village has previously passed and approved an ordinance declaring that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District as a public park and in the making of certain public improvements thereto, a copy of which is attached hereto as Exhibit B and is made a part hereof by this reference; and

WHEREAS, the corporate authorities of the District desire to convey and transfer to the Village all of the right, title and interest of the Subject Property to the Village subject to a Declaration of Restrictive Covenants.

In addition, the District is the owner of certain other property over which it is willing to convey a license to enable the Village to have access to Maker’s Trail in accordance with the terms and conditions of that certain License Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the McHenry County Conservation District, Illinois as follows:

1. The President and the Secretary of the District be, and are hereby authorized, to execute and attest a special warranty deed conveying the Subject Property to the Village, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B. The Subject Property and the conveyance thereof shall be in “AS IS, WHERE IS” condition and without any representations or warranties as to its condition.
2. The President and the Secretary of the District be and are hereby authorized to execute and attest the License Agreement for Maker’s Trail Access by and between the District, as Licensor, and the Village, as Licensee, in the form attached hereto as Exhibit C.

3. This Resolution shall be in full force and effect from and after its passage, by a favorable vote of two-thirds of the corporate authorities then holding office and approval in the manner provided by law.
4. Upon the conveyance of the Subject Property the Village shall have the right to use, occupy or improve said Subject Property so conveyed in accordance with the Declaration of Restrictive Covenants attached hereto as Exhibit C and shall hold said Subject Property by the same right, title and interest by which the District held said Subject Property immediately prior to said conveyance.
5. This resolution shall be recorded in the Office of the McHenry County Recorder of Deeds.

Passed the _____ day of _____, 2020.

Ayes : _____
Nays : _____
Absent : _____
Abstain : _____

(SEAL)

APPROVED:

ATTEST:

President Vern Scacci

Secretary Carolyn Campbell

Prepared by:

Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
815/459-2050

Z:\A\AlgonquinVillageof\MCCD\MCCD resolution.makers trail.docx

CERTIFICATION

I, Carolyn Campbell, do hereby certify that I am the duly qualified Secretary of the McHenry County Construction District, and that as such Secretary, I am the keeper of the ordinances, records, corporate seal and proceedings of the Board of Trustees of said McHenry County Conservation District.

I do hereby further certify that at a regular meeting of the Board of Trustees, held on the _____ day of _____, 2020, the foregoing Resolution entitled ***A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin*** was duly passed and approved by the Board of Trustees.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Secretary of said District for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Secretary and caused the seal of said District to be affixed hereto this _____ day of _____, 2020.

Carolyn Campbell, Secretary
McHenry County Conservation District
McHenry County, Illinois

(SEAL)

EXHIBIT A

Legal Description of the Subject Property

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

SPECIAL WARRANTY DEED

MAIL TO:

**Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014**

SEND TAX BILLS TO:

**Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102**

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009
Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this ____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2020.

(Notary Public)



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 8, 2020

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Maker's Park Bike Path Project

Tim, attached is a recommendation letter from Lee Fell of Christopher B. Burke Engineering, a bid tab and all other back-up documentation for the Maker's Park Bike Path project construction award. Bids were received and opened publicly on April 28th, 2020 at 10AM at the Ganek Municipal Center and read aloud. We had seven responsible bids submitted, and some very consistent numbers across all bid prices.

The low bidder was DK Contractors, Inc. out of Pleasant Prairie, WI. The Village has had no experience working with this contractor, so we were a bit concerned, so we checked references diligently and examined the grant requirements of the IDNR to make sure that all checked out. DK Contractors will be using all Illinois residents to work on this project (50% is the requirement of the IDNR) and all the references checked out perfectly, stating that their work was high quality, completed on time and within budget.

The Village of Algonquin has \$300,000 budgeted in the fy20/21 budget to complete this project.

Therefore, it is our recommendation that COTW take the necessary action to move this project on to the full Board to approve a contract with DK Contractors, Inc in the amount of \$237,689.00.

Thank you for your support with this important project for our community.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 5, 2020

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

Attention: Robert Mitchard – Director of Public Works

Subject: Maker's Park Shared Use Trail
Bid Results
(CBBEL Project No. 070273.00128)

Dear Mr. Mitchard:

On Tuesday, April 28th at 10:00 a.m. bids were received and opened for the aforementioned project. Seven (7) bids were received and they have been summarized below.

COMPANY	BID AS READ
Engineer's Estimate	\$363,835.00
DK CONTRACTORS, INC.	\$237,689.00
MARTAM CONSTRUCTION	\$243,570.00
COPENHAVER CONSTRUCTION	\$245,190.00
SCHROEDER ASPHALT	\$250,993.50
CHICAGOLAND PAVING	\$265,000.00
ALAMP	\$268,546.00
BERGER CONSTRUCTION	\$279,885.00

DK Contractors, Inc. is the low qualified bidder with a **bid amount of \$237,689.00**. We have called two (2) references and have attached them here for your use. It is our understanding that they meet the requirements set forth in the Inter-Government Agreement (IGA) between the Village of Algonquin and the Illinois Department of Natural Resources (IDNR). The IGA states that 50% of the labor hours on the contract must be completed by Illinois residents and DK Contractors, Inc. has assured us that 100% of their crew and sub-contractors will be Illinois residents. Therefore, our office recommends accepting DK Contractors, Inc. bid. Attached please find a copy of the bid tabulation for your review and files.

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

Sincerely,

Lee. M. Fell, PE
Assistant Department Head, Civil Engineering Design

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

**VILLAGE OF ALGONQUIN
 MAKER'S PARK MULTI-USE PATH**

ENGINEER'S OPINION OF PROBABLE COST

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	Engineer's Estimate		DK Contractors, Inc.		Martam Construction	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 40.00	\$ 4,400.00	\$ 23.00	\$ 2,530.00	\$ 27.00	\$ 2,970.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 60.00	\$ 5,100.00	\$ 37.00	\$ 3,145.00	\$ 42.00	\$ 3,570.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 120.00	\$ 1,200.00	\$ 101.00	\$ 1,010.00	\$ 160.00	\$ 1,600.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 120.00	\$ 1,200.00	\$ 95.00	\$ 950.00	\$ 111.00	\$ 1,110.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 120.00	\$ 600.00	\$ 42.00	\$ 210.00	\$ 50.00	\$ 250.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 150.00	\$ 750.00	\$ 116.00	\$ 580.00	\$ 140.00	\$ 700.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 15.00	\$ 600.00	\$ 13.00	\$ 520.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 19.00	\$ 760.00	\$ 32.00	\$ 1,280.00	\$ 44.00	\$ 1,760.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 20.00	\$ 4,000.00	\$ 34.00	\$ 6,800.00	\$ 37.00	\$ 7,400.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 35.00	\$ 5,600.00	\$ 18.00	\$ 2,880.00	\$ 44.00	\$ 7,040.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 55.00	\$ 170,500.00	\$ 16.00	\$ 49,600.00	\$ 17.00	\$ 52,700.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 35.00	\$ 2,625.00	\$ 25.00	\$ 1,875.00	\$ 44.00	\$ 3,300.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 10.00	\$ 2,000.00	\$ 4.00	\$ 800.00	\$ 3.50	\$ 700.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 5.00	\$ 1,750.00	\$ 35.00	\$ 12,250.00	\$ 26.00	\$ 9,100.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 7.00	\$ 15,750.00	\$ 4.00	\$ 9,000.00	\$ 2.00	\$ 4,500.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 6.00	\$ 10,500.00	\$ 4.00	\$ 7,000.00	\$ 4.20	\$ 7,350.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 35.00	\$ 5,600.00	\$ 44.00	\$ 7,040.00	\$ 48.00	\$ 7,680.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 20.00	\$ 18,800.00	\$ 24.00	\$ 22,560.00	\$ 16.00	\$ 15,040.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 20.00	\$ 300.00	\$ 21.00	\$ 315.00	\$ 15.00	\$ 225.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 100.00	\$ 13,500.00	\$ 169.00	\$ 22,815.00	\$ 145.00	\$ 19,575.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 100.00	\$ 8,000.00	\$ 173.00	\$ 13,840.00	\$ 155.00	\$ 12,400.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 3.00	\$ 1,800.00	\$ 1.00	\$ 600.00	\$ 1.20	\$ 720.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 25.00	\$ 500.00	\$ 48.00	\$ 960.00	\$ 33.00	\$ 660.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 30.00	\$ 750.00	\$ 105.00	\$ 2,625.00	\$ 46.00	\$ 1,150.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,513.00	\$ 3,026.00	\$ 1,810.00	\$ 3,620.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,725.00	\$ 3,450.00	\$ 1,990.00	\$ 3,980.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 80.00	\$ 4,000.00	\$ 55.00	\$ 2,750.00	\$ 88.00	\$ 4,400.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 100.00	\$ 9,500.00	\$ 83.00	\$ 7,885.00	\$ 106.00	\$ 10,070.00
67100100	MOBILIZATION	L. SUM	1	\$ 17,500.00	\$ 17,500.00	\$ 15,717.00	\$ 15,717.00	\$ 8,000.00	\$ 8,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 40.00	\$ 1,600.00	\$ 34.00	\$ 1,360.00	\$ 38.00	\$ 1,520.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 2.00	\$ 2,800.00	\$ 1.00	\$ 1,400.00	\$ 3.90	\$ 5,460.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,507.00	\$ 2,507.00	\$ 2,500.00	\$ 2,500.00
*NA	BOLLARDS	EACH	1	\$ 600.00	\$ 600.00	\$ 1,689.00	\$ 1,689.00	\$ 2,780.00	\$ 2,780.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,507.00	\$ 2,507.00	\$ 4,000.00	\$ 4,000.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 5.00	\$ 11,250.00	\$ 2.00	\$ 4,500.00	\$ 2.75	\$ 6,187.50
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 60.00	\$ 4,500.00	\$ 15.00	\$ 1,125.00	\$ 33.00	\$ 2,475.00
*NA	TIMBER FENCE	FOOT	125	\$ 80.00	\$ 10,000.00	\$ 121.00	\$ 15,125.00	\$ 75.50	\$ 9,437.50
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,111.00	\$ 2,111.00	\$ 15,000.00	\$ 15,000.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 750.00	\$ 6,000.00	\$ 169.00	\$ 1,352.00	\$ 180.00	\$ 1,440.00

*INDICATES SPECIAL PROVISION

TOTAL = \$ 363,835.00 TOTAL = \$ 237,689.00 TOTAL = \$ 243,570.00

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

**VILLAGE OF ALGONQUIN
 MAKER'S PARK MULTI-USE PATH**

ENGINEER'S OPINION OF PROBABLE COST

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	Copenhaver		Schroeder Asphalt		Chicagoland Paving	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 30.00	\$ 3,300.00	\$ 22.00	\$ 2,420.00	\$ 25.00	\$ 2,750.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 35.00	\$ 2,975.00	\$ 35.00	\$ 2,975.00	\$ 40.00	\$ 3,400.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 95.00	\$ 950.00	\$ 120.00	\$ 1,200.00	\$ 135.00	\$ 1,350.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 35.00	\$ 350.00	\$ 90.00	\$ 900.00	\$ 100.00	\$ 1,000.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 45.00	\$ 225.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 45.00	\$ 225.00	\$ 110.00	\$ 550.00	\$ 125.00	\$ 625.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 25.00	\$ 1,000.00	\$ 30.00	\$ 1,200.00	\$ 15.00	\$ 600.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 40.00	\$ 1,600.00	\$ 30.00	\$ 1,200.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 15.00	\$ 3,000.00	\$ 45.00	\$ 9,000.00	\$ 30.00	\$ 6,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 27.00	\$ 4,320.00	\$ 45.00	\$ 7,200.00	\$ 20.00	\$ 3,200.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 20.00	\$ 62,000.00	\$ 29.00	\$ 89,900.00	\$ 30.00	\$ 93,000.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 35.00	\$ 2,625.00	\$ 35.00	\$ 2,625.00	\$ 57.25	\$ 4,293.75
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 2.00	\$ 400.00	\$ 1.00	\$ 200.00	\$ 1.50	\$ 300.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 17.00	\$ 5,950.00	\$ 25.00	\$ 8,750.00	\$ 20.00	\$ 7,000.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 1.15	\$ 2,587.50	\$ 1.25	\$ 2,812.50	\$ 1.20	\$ 2,700.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 2.60	\$ 4,550.00	\$ 3.00	\$ 5,250.00	\$ 3.00	\$ 5,250.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 45.00	\$ 7,200.00	\$ 50.00	\$ 8,000.00	\$ 22.50	\$ 3,600.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 15.00	\$ 14,100.00	\$ 12.00	\$ 11,280.00	\$ 15.00	\$ 14,100.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 11.00	\$ 165.00	\$ 8.00	\$ 120.00	\$ 20.00	\$ 300.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 121.00	\$ 16,335.00	\$ 125.00	\$ 16,875.00	\$ 100.00	\$ 13,500.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 127.50	\$ 10,200.00	\$ 150.00	\$ 12,000.00	\$ 129.00	\$ 10,320.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 1.10	\$ 660.00	\$ 0.01	\$ 6.00	\$ 0.01	\$ 6.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 30.00	\$ 600.00	\$ 60.00	\$ 1,200.00	\$ 50.00	\$ 1,000.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 55.00	\$ 1,375.00	\$ 85.00	\$ 2,125.00	\$ 75.00	\$ 1,875.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 2,280.00	\$ 4,560.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00	\$ 93.30	\$ 4,665.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 110.00	\$ 10,450.00	\$ 75.00	\$ 7,125.00	\$ 97.60	\$ 9,272.00
67100100	MOBILIZATION	L. SUM	1	\$ 19,000.00	\$ 19,000.00	\$ 6,000.00	\$ 6,000.00	\$ 29,263.25	\$ 29,263.25
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 1.40	\$ 1,960.00	\$ 2.45	\$ 3,430.00	\$ 2.30	\$ 3,220.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00
*NA	BOLLARDS	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 3.45	\$ 7,762.50	\$ 1.50	\$ 3,375.00	\$ 4.40	\$ 9,900.00
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 25.00	\$ 1,875.00	\$ 20.00	\$ 1,500.00	\$ 10.00	\$ 750.00
*NA	TIMBER FENCE	FOOT	125	\$ 55.00	\$ 6,875.00	\$ 63.40	\$ 7,925.00	\$ 75.00	\$ 9,375.00
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 19,000.00	\$ 19,000.00	\$ 11,500.00	\$ 11,500.00	\$ 1,500.00	\$ 1,500.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 500.00	\$ 4,000.00	\$ 225.00	\$ 1,800.00	\$ 350.00	\$ 2,800.00

*INDICATES SPECIAL PROVISION

TOTAL = \$ 245,190.00 TOTAL = \$ 250,993.50 TOTAL = \$ 265,000.00

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

**VILLAGE OF ALGONQUIN
 MAKER'S PARK MULTI-USE PATH**

ENGINEER'S OPINION OF PROBABLE COST

DATE: May 3, 2020

ITEM NO.	ITEM	UNIT	QUANTITY	ALamp		Berger	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	\$ 24.50	\$ 2,695.00	\$ 22.00	\$ 2,420.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	\$ 39.00	\$ 3,315.00	\$ 35.00	\$ 2,975.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$ 50.00	\$ 500.00	\$ 120.00	\$ 1,200.00
*20101200	TREE ROOT PRUNING	EACH	10	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 44.00	\$ 220.00	\$ 40.00	\$ 200.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 121.00	\$ 605.00	\$ 110.00	\$ 550.00
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	\$ 70.00	\$ 2,800.00	\$ 30.00	\$ 1,200.00
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	\$ 32.00	\$ 6,400.00	\$ 30.00	\$ 6,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	\$ 10.00	\$ 1,600.00	\$ 45.00	\$ 7,200.00
*20400800	FURNISHED EXCAVATION	CU YD	3,100	\$ 5.00	\$ 15,500.00	\$ 27.75	\$ 86,025.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	\$ 43.00	\$ 3,225.00	\$ 33.75	\$ 2,531.25
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	\$ 2.00	\$ 400.00	\$ 2.50	\$ 500.00
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	\$ 5.00	\$ 1,750.00	\$ 33.50	\$ 11,725.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,250	\$ 2.25	\$ 5,062.50	\$ 1.25	\$ 2,812.50
28000400	PERIMETER EROSION BARRIER	FOOT	1,750	\$ 1.00	\$ 1,750.00	\$ 3.00	\$ 5,250.00
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	\$ 5.00	\$ 800.00	\$ 65.00	\$ 10,400.00
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	\$ 17.00	\$ 15,980.00	\$ 25.50	\$ 23,970.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	\$ 15.00	\$ 225.00	\$ 30.00	\$ 450.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	\$ 110.00	\$ 14,850.00	\$ 120.00	\$ 16,200.00
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	\$ 135.00	\$ 10,800.00	\$ 125.00	\$ 10,000.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 0.01	\$ 6.00	\$ 1.00	\$ 600.00
42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 30.00	\$ 600.00	\$ 25.00	\$ 500.00
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	\$ 100.00	\$ 2,500.00	\$ 95.00	\$ 2,375.00
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	\$ 2,125.00	\$ 4,250.00	\$ 1,600.00	\$ 3,200.00
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	\$ 3,300.00	\$ 6,600.00	\$ 1,800.00	\$ 3,600.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	\$ 60.00	\$ 3,000.00	\$ 57.00	\$ 2,850.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	\$ 75.00	\$ 7,125.00	\$ 104.00	\$ 9,880.00
67100100	MOBILIZATION	L. SUM	1	\$ 16,000.00	\$ 16,000.00	\$ 37,000.00	\$ 37,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	40	\$ 25.00	\$ 1,000.00	\$ 24.00	\$ 960.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,400	\$ 3.00	\$ 4,200.00	\$ 2.50	\$ 3,500.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
*NA	BOLLARDS	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00
*NA	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,100.00	\$ 5,100.00	\$ 2,500.00	\$ 2,500.00
*NA	SEEDING (SPECIAL)	SQ YD	2,250	\$ 1.75	\$ 3,937.50	\$ 0.95	\$ 2,137.50
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	\$ 10.00	\$ 750.00	\$ 40.00	\$ 3,000.00
*NA	TIMBER FENCE	FOOT	125	\$ 70.00	\$ 8,750.00	\$ 63.39	\$ 7,923.75
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 110,000.00	\$ 110,000.00	\$ 2,000.00	\$ 2,000.00
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	\$ 250.00	\$ 2,000.00	\$ 150.00	\$ 1,200.00

*INDICATES SPECIAL PROVISION

TOTAL = \$ 268,546.00 TOTAL = \$ 279,885.00



PHONE CONVERSATION LOG

DATE: May 4th, 2020

PERSON
(Contacted/**Calling**): Kevin Garrison

AFFILIATION: DK Contractors

PHONE NUMBER: 224-588-0190

CBBEL
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: Discussion regarding eligibility to complete project.

NOTES:

I reached out to DK Contractors to ask about their eligibility to complete the project considering their office has a Wisconsin street address and the project is partially using Illinois Department of Natural Resources funding. Kevin Garrison with DK Contractors stated that they have not had any issues in the past on projects utilizing Illinois state funds. I pointed out that our Special Provisions specifically stated that greater than 50% of the work would need to be completed by Illinois Residents (per IDNR) and Kevin stated that their office was right on the state border and that they had both a Wisconsin construction crew and an Illinois construction crew. The Illinois crew would be working on this project. I asked if they had any subcontractors in mind, and Kevin stated that any subs would also be from Illinois. Kevin said that 100% of the work would be completed by Illinois residents.



PHONE CONVERSATION LOG

DATE: May 6th, 2020

PERSON
(Contacted/**Calling**): Kevin Garrison

AFFILIATION: DK Contractors

PHONE NUMBER: 224-588-0190

CBBEL
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: Discussion regarding eligibility to complete project.

NOTES:

I reached out to DK Contractors to follow up regarding their eligibility to complete the project considering the project is partially using Illinois Department of Natural Resources funding. I asked Kevin Garrison with DK Contractors if they planned to use McHenry County Prevailing Wage Rates and he stated they would. I then asked if their crews were union crews and he stated that they were. Finally, I asked that he send over driver's licenses or proof of address showing that his crew was comprised of Illinois residents. Kevin said that he would send me a recent certified Payroll Report for the Huntley Library job DK Contractors' Illinois crew was currently working on. This report would include all of the crew members that would be on the Maker's Park Shared Use Trail project and their home addresses. We received the certified payroll showing proof of Illinois residence.



PHONE CONVERSATION LOG

DATE: May 8th, 2020

PERSON
(Contacted/**Calling**): Ann Fletcher

AFFILIATION: Illinois Department of Natural Resources

PHONE NUMBER: (217) 557-7815

CBBEL
REPRESENTATIVE: William Loftus

PROJECT NAME: Maker's Park Shared-Use Trail, Algonquin

PROJECT NUMBER: 070273.00128

COPIES TO: FILE

SUBJECT: DK Contractor's Eligibility to complete project.

NOTES:

On Friday, May 8th, Ann Fletcher from the Illinois Department of Resources (IDNR) returned my call. I explained to Ann that the Village opened bids on April 28th and that the apparent low bidder was technically a Wisconsin company. I told Ann that we had received verification from DK Contractors that their crew would be primarily Illinois residents and they would have no problem exceeding the 50% requirement set forth in the agreement. Ann said that this was acceptable and would not jeopardize the funding. She stated that IDNR may ask for this verification down the road but for now that the Village was ok to move forward. I then verified that the funding was still available. Ann said that IDNR has the money for this year and is proceeding as if all 2020 projects will be constructed. She said there is some uncertainty about how much money will be available next year, but that this year was not expected to be impacted. Finally, I asked about the sign that will need to be posted at the completed project. She said that our current email to Mary Jo should suffice to start the project. They will send then send the sign wherever we would like, but that this doesn't take so long so she would let Mary Jo handle it when she is back in the office.





PHONE CONVERSATION LOG

DATE: May 4th, 2020

PERSON (Contacted/Calling): Harlan Doland

AFFILIATION: IMEG Corporation

PHONE NUMBER: 847-336-7100

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128
Reference Check for DK Contractors, Inc.

NOTES:

What was your title on this project?

- Design Engineer

Was the contractor the General Contractor or a Subcontractor?

- General

What was the type of work and approximate cost?

- They have done all types of work and many different sized projects (Anywhere from \$100k to \$1,000,000+)
 - Mainly utility work, but have worked on various parks (grading, pathways, etc.) as well
- Harlan stated they have done plenty of work for them in Illinois

Was the job completed on time and within budget?

- Yes

Were there any change orders? If yes, for what?

- No

Were you satisfied with the quality of work performed?

- Yes, they were very responsive

Were they easy to work with? Would you recommend using them?

- Yes, definitely

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

DATE: May 5th, 2020

PERSON (Contacted/Calling): Pat Wendricks

AFFILIATION: Manhard Consulting

PHONE NUMBER: 847-634-5550

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128

NOTES:

What was your title on this project?

- Engineer

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What was the type of work and approximate cost?

- Various projects, wide range of costs

Was the job completed on time and within budget?

- Yes & yes

Were there any change orders? If yes, for what?

- Nothing significant

Were you satisfied with the quality of work performed?

- Yes

Were they easy to work with? Would you recommend using them?

- Yes

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PHONE CONVERSATION LOG

DATE: May 7th, 2020

PERSON (Contacted/Calling): Mike Shrake - President

AFFILIATION: Gewalt Hamilton Associates

PHONE NUMBER: 847-478-9700

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Maker's Park Shared Use Trail / 070273.00128

NOTES:

What was your title on this project?

- Engineer

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What was the type of work and approximate cost?

- "They have done millions of dollars of work for us"
- "School Districts, Park Districts, Public Facilities, Highways, and Sewer"
- "I don't see why they wouldn't be successful on a pathway project"

Was the job completed on time and within budget?

- Yes & Yes

Were there any change orders? If yes, for what?

- None that were not justified

Were you satisfied with the quality of work performed?

- Yes

Were they easy to work with? Would you recommend using them?

- Yes & Yes

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520