

AGENDA
COMMITTEE OF THE WHOLE
August 18, 2020
2200 Harnish Drive
Village Board Room
- AGENDA -
7:45 P.M.

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, and the Village's Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of twelve (12) in-person seats available for the public in the Village Board Room at the Ganek Municipal Center (2200 Harnish Drive, Algonquin). Face coverings/masks will be required of all those entering the building. 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 Committee of the Whole meeting 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 and/or participate in the meeting remotely, please go to <https://algonquin.zoom.us/j/97343874698> or dial in (877)853-5257 or (888)475-4499 **webinar ID 973 4387 4698**. 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. You may also comment during the "AUDIENCE PARTICIPATION" 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 public comments received prior to the meeting during the "AUDIENCE PARTICIPATION" portion of the meeting. Any comments received during the meeting, but after the "AUDIENCE PARTICIPATION" portion has ended, will be provided in writing to the Village Board members after the meeting.

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

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider the Trails of Woods Creek Final PUD and Plats for Phase 1 and 2
4. **General Administration**
 - A. Consider an Ordinance for Tax Abatement for Bond Series 2013
5. **Public Works & Safety**
 - A. Consider an Agreement with Copenhaver Construction for the Stoney Brook Park Reconstruction
 - B. Consider an Agreement with Christopher Burke Engineering for the Phase 3 Construction Oversight of Stoney Brook Park
 - C. Consider an Intergovernmental Agreement with Algonquin Lake in the Hills Fire Protection District for Fleet Maintenance Services
 - D. Consider an Agreement with McCloud Aquatics for Aquatic Weed Control
 - E. Consider an Agreement with Moore Landscapes for the 2020 Downtown Beautification project
 - F. Consider an Agreement with Seebert Landscape for the Village Property Ground Maintenance Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 13, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Final Plats and Plans, Trails of Woods Creek PUD*

Pulte Home Corporation has petitioned for approval of the Final PUD and Final Plats (Phase 1 and Phase 2) of their Trails of Woods Creek project. This is the redevelopment of the former Terrace Hill Golf Course property, located on the south side of Algonquin Road, west of Fairway View Drive.

The plats and plans are in conformity with the approved Preliminary Plat and Preliminary PUD, as approved by the Village Board. The submittal is also in compliance with the conditions set forth in the Preliminary PUD Ordinance. Most of the Staff comments and conditions are technical in nature and relate to revisions necessary to comply with Village standards.

The natural features on the existing site, including the flood plain and wetlands, will be enhanced and most of the wetlands area will be dedicated to the Village for proper long term maintenance. The wetlands are included with nearly 35 acres of park land proposed for Village dedication. The plat(s) should label these lots “to be dedicated to the Village of Algonquin for park and open space”. Much of the development is comprised of private open spaces as well, with HOA ownership and maintenance. Nearly every lot in the subdivision has adjacent open space, either private or public. Trails and walking paths wind throughout these areas.

The tree preservation plan has been finalized, as has the landscaping plan. Of the 930 existing trees on site, 785 will be removed, and replaced with 1,861 new trees, not including the substantial street trees included in the plan. This is an additional 72 tree increase over the approved Preliminary plans. Two existing dead trees are shown for preservation, which should be removed. The landscaping plan includes foundation planting packages for each lot, and enhanced entry features and development signage. These are attractive and will be maintained by the HOA. Some of the seed mixes and landscape details in the detention areas and park land require adjustment as outlined in the Public Works review memo.

The Algonquin Road pedestrian crossing is shown and designed as discussed as part of the preliminary PUD approval. The McHenry County DOT review notes that it may be worth

moving to the other side of the intersection, as the grades may work better. Review and consideration of that will occur as the developer gets closer to actually constructing that improvement. McHenry County DOT has provided a substantial review of other details and revision that need to be made, these are minor in scope and do not impact the overall project, revisions will be made prior to construction of the improvements.

The developer has provided covenants that accurately detail the responsibilities of the HOA, including provisions that the Board wanted included, such as restrictions on renting units. The development will still require a backup Special Service Area, which allows the Village to levy a special tax upon this development to pay for common area maintenance, should the HOA fail to properly do so. This SSA adoption will be a subsequent action to the approval of the Final Plat.

The Huntley Fire Department, Public Works Department, Village Engineer and McDOT have reviewed these plans and plats and recommended approval with conditions as outlined in their respective review comments. The Planning and Zoning Commission reviewed this request at their regular meeting of August 10, and recommended approval of the Final PUD and Final Plats for Trails of Woods Creek, Phases 1 and 2, subject to the following conditions:

1. The Final Plat of Phase 1 and Phase 2 of the Trails of Woods Creek by Cemcon, dated 7-10-20, the Final Engineering by Cemcon dated July 10, 2020, the Final Landscape Plan by Dickson Design Studio dated July 13, 2020, and the Tree Preservation and Removal Plan revised per Final Site Plan and dated July 13, 2020, and related documents, shall be revised to incorporate the comments found in Public Works Staff Review Memo #3 dated August 5, 2020, McHenry County Division of Transportation review dated August 4, 2020, Christopher B. Burke Engineering Ltd. Fourth Review memo dated August 6, 2020 Huntley Fire Department Review memo dated 7/16/2020;
2. Street names are subject to final review and approval by the Public Works Director and the Huntley Fire Department;
3. The Covenants are approved subject to final review and approval by the Village Attorney;
4. That site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village. All offsite and onsite utilities serving the subject property shall be underground. No water or sewer construction shall occur until water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency. No wetlands or flood plain work shall occur with appropriate permits from the US Army Corps of Engineers, appropriate State authorities, and prior approval from the Public Works Department.
5. The developer shall otherwise comply with all terms of the approval of the Preliminary PUD and Plats for the Trails of Woods Creek, and the Development Agreement.

Consensus to move the Final PUD and Final Plats of the Trails of Woods Creek Phases 1 and 2 forward for Board approval is requested.



dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

PLAN DATE
JULY 13, 2020

PROJECT NAME AND SHEET TITLE
**TRAILS OF WOODS CREEK
ALGONQUIN, IL**

EXHIBIT:
FINAL LANDSCAPE PLAN



SCALE: 1" = 125'-0"



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 5, 2020

TO: Russ Farnum, Community Development Director

CC: Robert Mitchard, Public Works Director

FROM: Victor C Ramirez, P.E. Project Engineer (CBBEL)

SUBJECT: **Case No. 2020-04. PW Staff Review #3**
*Trails of Woods Creek Development – Final Plat of Subdivision,
Final Site Plan, Final Engineering, Final Landscaping, and Final Stormwater
Report*

The Public Works review team has reviewed the July 13, 2020 Pulte Homes Final Submittal Package for the Trails of Woods Creek.

Our review comments are as follows:

This review requires all comments in the CBBEL review of this submittal be addressed.

1.) Street Lighting:

- Overall street lighting seems excessive. Provide photometric calculations to support the number, location, and lighting levels.
- We feel lighting, at the appropriate levels, be installed on Fairway View Drive from Rt. 62 south to Nottingham.
- The overhead power lines on Fairway View Drive from Rt. 62 to Nottingham should be buried.

2.) Elevation contours, drainage and grading:

- Sheet 19: Behind lot 31 there is a point elevation of 889.0; we believe should be 899.0.
- Sheet 25: Behind lot 156 there is a contour elevation of 886.0; we believe should be 879.0.
- Sheet 25: There are missing contour elevations on Outlot E.
- There is concern that the average NWL depth in retention ponds is about 7 feet. Evaluate with a consultant if this depth is sufficient to support fish habitat through the winter without a kill-off of fish.

- All Drainage and Grading Plan sheets: Provide a detail and x-sections of the overflow weirs typically depicted as “A-A” with arrows, “B-B” with arrows, etc.
- Provide a x-section detail of the rear yard 4” PVC drain tile. Also, provide specific language that delineates these as homeowner or Association responsibility for maintenance in perpetuity.
- Fairway View Drive 24” discharge pipe and overland flow route: Staff does not want the overland flow to be over the road but rather under the road. Redesign this storm sewer to accommodate the necessary restriction but also convey the excess flow under Fairway View Drive.

3.) Pavement marking, pavement, and traffic calming feature:

- Sheet 36: Proposed Typical Pavement Marking Section Fairway View Drive: Remove the word “paint” after 6”. These lines will be thermoplastic. Also, change 4” “skip dash” to 4”-“double yellow”.
- Sheet 36: Redesign the traffic calming feature with tapered curb at all four ends to allow snowplow safe movement (probably 7:1), and remove the transition to the crosswalk and just carry the curb straight through the whole length at the reduced width. This also serves as a traffic speed table and elevations need to be revised to provide for this. (see attached speed hump detail but modify to fit this situation). The pavement paver installation shall follow the details in the attachment.
- Sheet 4: The final surface for the bikepath should be 2.5”.
- Sheet 4: The roadways should be installed using the Murphy Technologies method.
- Install Speed limit signs at the entrances to the subdivision.
- Sheet 11: Stop signs are not required where street G meets street K and where street F meets street B.
- All medians must have mountable end noses. (see attached detail red cloud dwg. 46).

4.) Utilities:

A.) Water:

- Sheet 9: Move V5 from Street B to the watermain immediately adjacent to Lot 259 to allow isolation for the section from Bunker Hill Drive to Street B.
- Sheet 41 and others: Provide a table of pipe crossing conflicts with elevations for all locations. The cradle support is unclear and not desirable. Consider watermain quality pipes for crossings. Provide details for watermain dipping at crossings vs. degree fittings if feasible.

5.) Bikepath:

- Eliminate lot 76 or 77 to provide a wider area to provide a smoother transition from Street K to the main bikepath.
- Consider eliminating the bikepath between lots 177 and 178.

6.) Landscaping:

- L 2.0, L 2.1, L 2.2, L 2.3, L2.4: Clearly state and delineate that all monuments and associated landscaping are to be maintained in perpetuity by the Association.
- Label common area plants with species and quantities.
- Many tree species submitted do not thrive well in the Algonquin area. Attached is a list of street tree species substitutions required.
- The total property species and quantities list must be provided in one grouping, with parkways and public spaces listed separately. Provide in a digital (Excel) format also.

- Please eliminate the following “traditional” all-ways crossings at intersections. This is to reduce potential pedestrian conflicts and the reduction in future ADA ramp maintenance:
 - South xing at A and B
 - South xing at F and B, if light remains at north crossing
 - South xing at B/F and C, keep the crossing nearest to light pole after lighting has been revised
 - East xing at E and C
 - South xing at C and D
 - East xing at K and G west
 - West xing at K and G east but receiving apron must be added on the opposite side of Street K for East crossing.

7.) Other:

- Show details for all handicapped accessible ramps with elevations.
- Make sure Outlots G&H are dedicated to the Village of Algonquin
- A sliver of outlot G that is south of Nottingham need to be a separate outlot owned by HOA because this is a formal landscape area
- Split rail fence needs be installed behind Lot 201-239, 240-254 & 255-280
- We suggest that you not do native plantings around the HOA owned detention basins. We have not had any success with these being maintained properly in the Village. Thus, they become overgrown with weedy invasive species that make their way downstream to out restored and managed areas.
- The plat does not show what will be dedicated to the Village of Algonquin
- There is not restoration/naturalization for Outlot H. We need to see this and review it.
- Before anything goes forward with the wetland plantings and ACOE requirements and any approvals, PW need to meet with the developer to discuss expectations of these area, who will own what and the long term maintenance plans.
- On the Final Landscape Plan, all “Shade Tree, Ornamental Trees, & Shade Trees” (if applicable) should be removed from all proposed prairie buffer areas. Scattered oaks should be the only tree species specified; swamp white oak (*Quercus bicolor*) and red oak (*Quercus rubra*) are recommended.
- Please do not use “Predator Control” as outlined on Page 6 of the Native BMP & Wetland Buffer Planting/Mitigation Plan. The Village does not want “Predator Control” installed in Lot G specifically. since the Village will take over management of that area.
- The Village has implemented dozens of successful ecological restoration projects and requires standard “Vegetation Performance Standards” that are less complex to assess that those listed on Pages 10-11 of the Native BMP & Wetland Buffer Planting/Mitigation Plan. The Village’s standard vegetation performance standards are attached and should be used for this project:
- Appendix A of the Native BMP & Wetland Buffer Planting/Mitigation Plan contains proposed “Native Seed & Plug Mixes”. The Village requires the use of less diverse, shorter, and more colorful mixtures. Please use the seed mixtures listed below. These must be used on lots G&H

- We did not observe a planting plan for Lot H in the Native BMP & Wetland Buffer Planting/Mitigation Plan or Final Landscape Plan. Please use the “Mesic Prairie Seed Mixture” (below) be used on Lot H.

WET PRAIRIE/MEADOW SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses, Sedges & Rushes:			
<i>Carex comosa</i>	Bristly sedge	2.4	
<i>Carex vulpinoidea</i>	Fox Sedge	2.4	
<i>Glyceria striata</i>	Fowl mana grass	1.2	
<i>Juncus dudleyi</i>	Dudley's rush	0.2	
<i>Juncus effusus</i>	Common Rush	0.1	
<i>Panicum virgatum</i>	Switch grass	25.2	
<i>Spartina pectinata</i>	Prairie cord grass	7.2	
Total Grasses & Sedges		38.7	2.4
Forbs:			
<i>Alisma subcordatum</i>	Water plantain	1.2	
<i>Asclepias incarnata</i>	Swamp milkweed	24.9	
<i>Helenium autumnale</i>	Sneezeweed	1.0	
<i>Liatris spicata</i>	Marsh blazing star	12.9	
<i>Lobelia cardinalis</i>	Cardinal flower	0.5	
<i>Lobelia siphilitica</i>	Great blue lobelia	0.5	
<i>Physostegia virginiana</i>	Obedient plant	5.7	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	1.5	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	3.7	
<i>Symphotrichum novae-angliae</i>	New England aster	1.9	
Total Forbs		64.8	3.4
Total All Species		93.5	5.8
Temporary Cover Crop:			
<i>Elymus virginicus</i>	Virginia wild rye	32.0	2.0
<i>Avena sativa</i>	Common oats	320.0	20.0

Plant plugs are not necessarily needed for the “Wet Meadow” but if installed, the Village recommends considering the following. This same list is also recommended in replacement of the “Shoreline Plant Plug List” from the plan.

Scientific name	Common Name
<i>Carex vulpinoidea</i>	Brown fox sedge
<i>Iris virginica</i>	Blue flag Iris
<i>Liatris spicata</i>	Marsh blazing star
<i>Lobelia cardinalis</i>	Cardinal flower
<i>Spartina pectinata</i>	Prairie cordgrass

MESIC PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Andropogon scoparius</i>	Little bluestem	200.0	
<i>Bouteloua curtipendula</i>	Side oats grama	24.2	
<i>Carex bicknellii</i>	Copper-shouldered oval sedge	15.1	
<i>Panicum virgatum</i>	Switch grass	18.9	
Total Grasses		258.1	16.1
Forbs:			
<i>Asclepias tuberosa</i>	Butterfly weed	16.2	
<i>Echinacea purpurea</i>	Purple coneflower	17.2	
<i>Echinacea pallida</i>	Pale purple coneflower	21.8	
<i>Eryngium yuccifolium</i>	Rattlesnake master	15.1	
<i>Heliopsis scabra</i>	False sunflower	8.7	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	1.2	
<i>Petalostemum purpureum</i>	Purple prairie clover	9.4	
<i>Ratibida pinnata</i>	Yellow coneflower	2.2	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Solidago rigida</i>	Stiff goldenrod	2.5	
<i>Symphotrichum novae-angliae</i>	New England aster	1.8	
<i>Tradescantia ohlensis</i>	Spiderwort	17.9	
Total Forbs		115.8	7.2
Total All Species		373.9	23.4
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	24.0	1.5
<i>Avena sativa</i>	Common oats	320.0	20.0

Emergent Plant Plugs		
Scientific name	Common Name	Planting Zone (below NWL)
<i>Iris virginica</i>	Blue flag Iris	6" above to 3" below NWL
<i>Pontederia cordata</i>	Pickereel weed	between 1' and 2' below NWL
<i>Sagittaria latifolia</i>	Arrowhead	Between 6" and 1.5' below NWL
<i>Sparganium eurycarpum</i>	Burreed	0" to 1' below NWL

Native Seeding Performance Standards

SECTION: NATIVE SEEDING

THE CONTRACTOR SHALL GUARANTEE SEEDED AREAS WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA THREE FULL GROWING SEASONS AFTER PROVISIONAL ACCEPTANCE: 80% TOTAL (AERIAL) PLANT COVER AND AT LEAST 60% RELATIVE COVER BY SEEDED AND/OR PLANTED NATIVE SPECIES IN EACH PLANT COMMUNITY. IN ADDITION, NON-NATIVE AND/OR INVASIVE NATIVE SPECIES SHALL COLLECTIVELY NOT COMPRISE GREATER THAN 30% RELATIVE COVER IN EACH PLANT COMMUNITY. OPPORTUNISTIC INVASIVE/NON-NATIVE SHRUBS AND TREES SHALL NOT EXCEED 5% OF ANY PLANT COMMUNITY.

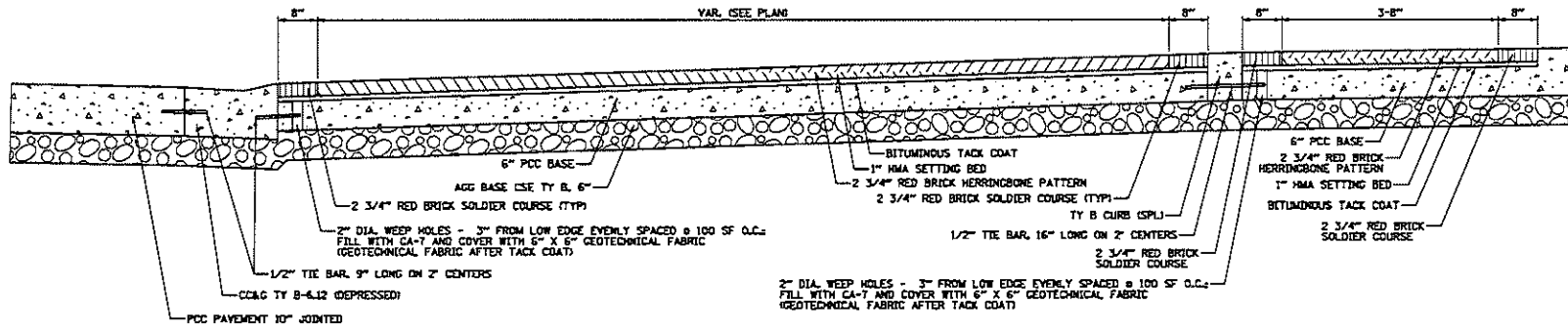
REMEDIAL ACTION: IF SEEDED AREAS FAIL TO MEET THE TERMS OF THE GUARANTEE, THE CONTRACTOR WILL DEVELOP A REMEDIAL ACTION PLAN THAT TAKES INTO CONSIDERATION THE SITE GOALS AND SPECIFIC DEFICIENCIES. THE CONTRACTOR WILL SUBMIT THE REMEDIAL ACTION PLAN TO THE OWNER FOR APPROVAL THEN IMPLEMENT THE REMEDIAL ACTION PLAN AND SUBMIT A REPORT THAT DESCRIBES THE REMEDIAL ACTION TAKEN. CONTRACTOR WILL NOT BE REQUIRED TO PERFORM REMEDIAL SEEDING FOR A MINIMUM OF ONE GROWING SEASON.

SECTION: NATIVE HERBACEOUS PERENNIAL PLANTING

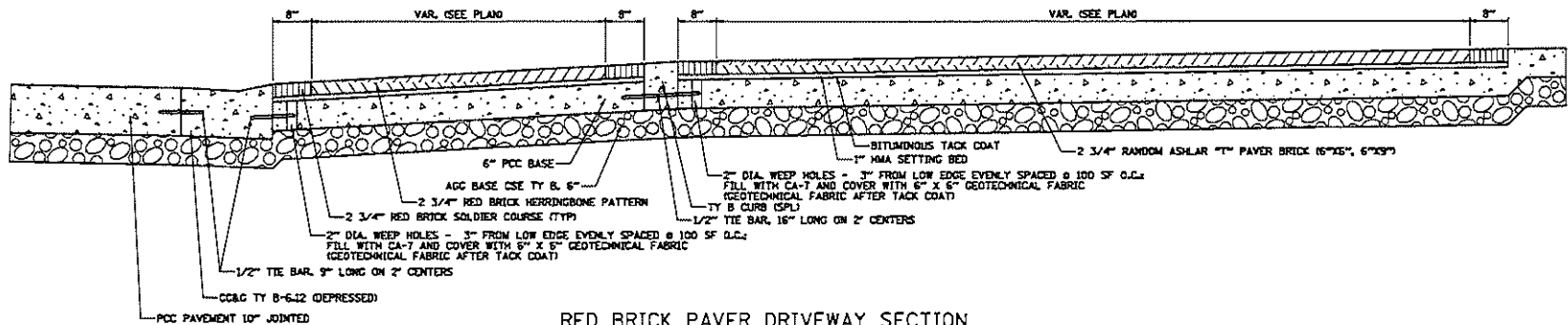
THE CONTRACTOR SHALL GUARANTEE PLANTED AREAS WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA ONE FULL GROWING SEASON AFTER PROVISIONAL ACCEPTANCE: 70% SURVIVORSHIP OF ALL HERBACEOUS PLANTS. IF MORE THAT 30% OF THE PLANTS DO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR SHALL RETURN TO THE SITE AND REPLANT LOST PLANTS AS SPECIFIED BY THE OWNER AND/OR TO MEET THE PERFORMANCE STANDARD.

SECTION: NATIVE TREE PLANTING

THE CONTRACTOR SHALL GUARANTEE NATIVE TREES WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA ONE FULL GROWING SEASON AFTER PROVISIONAL ACCEPTANCE: 90% SURVIVAL OF ALL PLANTED TREES. IF MORE THAT 10% OF PLANTED TREES TO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR SHALL RETURN TO THE SITE AND REPLANT LOST TREES AS SPECIFIED BY THE OWNER AND/OR TO MEET THE PERFORMANCE STANDARD.

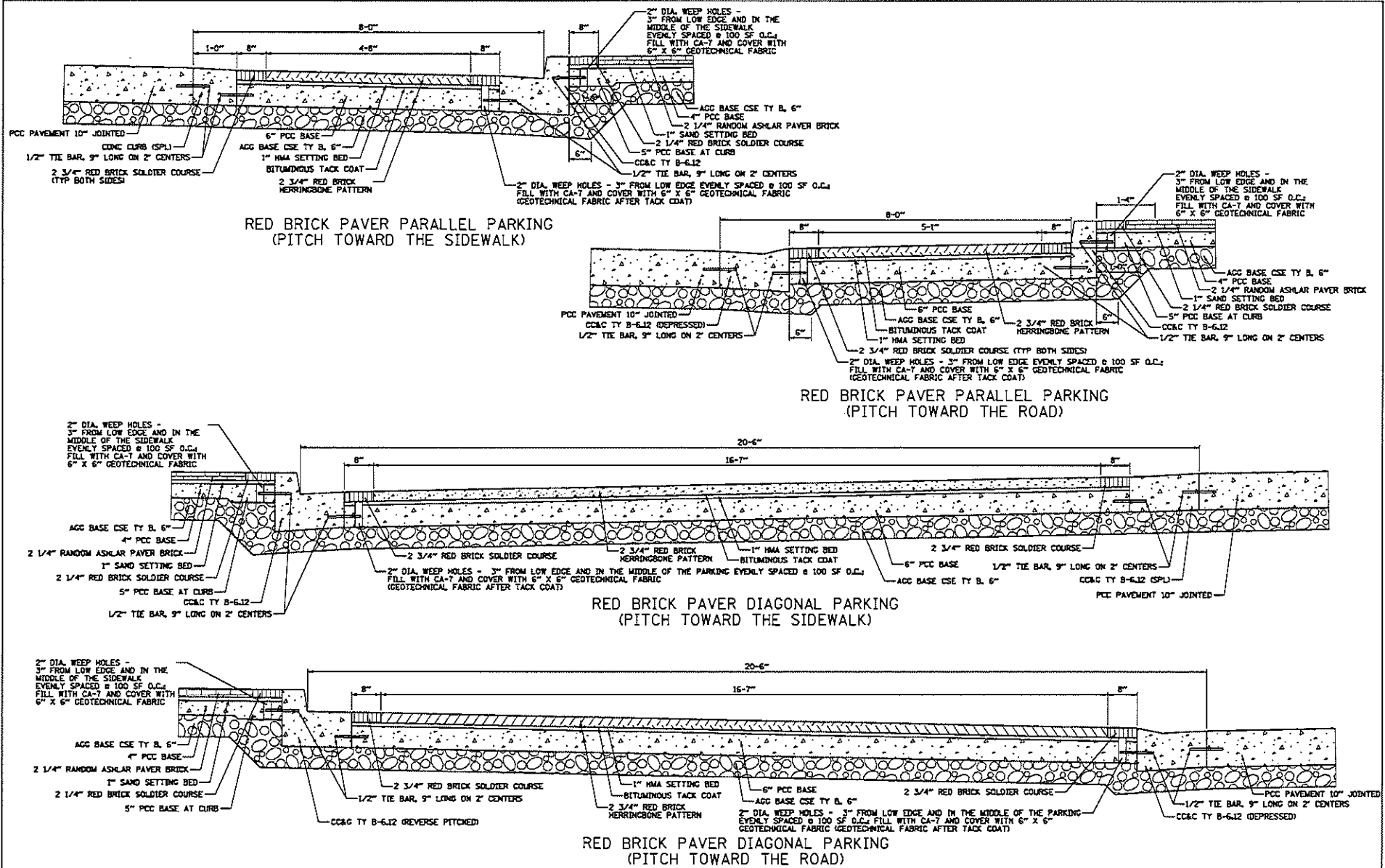


RED BRICK PAVER DRIVEWAY SECTION
SOUTH OF WASHINGTON STREET

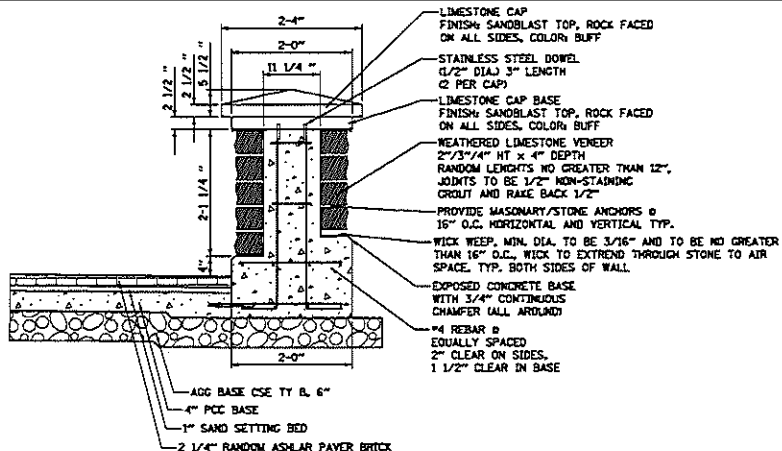


RED BRICK PAVER DRIVEWAY SECTION
NORTH OF WASHINGTON STREET

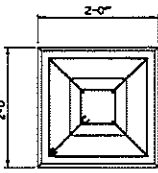
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PROJECT NAME -	DATE -	DRAWN -	REVISED -			SCALE:	SHEET	OF	SHEETS	STA.	TO STA.
PLAT SCALE -	DATE -	CHECKED -	REVISED -			ILLINOIS FEDERAL PROJECT					
PLAT DATE -	DATE -	DATE -	REVISED -			CONTRACT NO.					



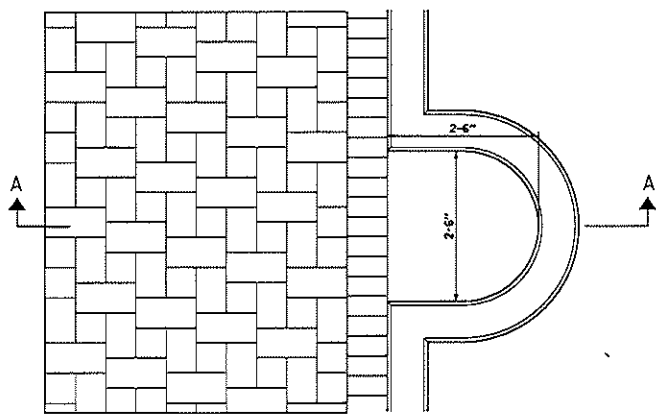
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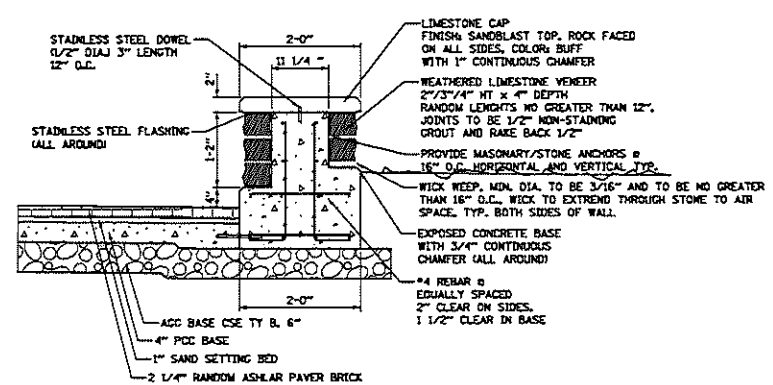
MASONRY COLUMN - ELEVATION



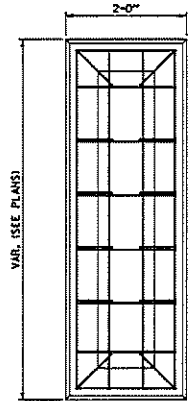
MASONRY COLUMN - BASE PLAN



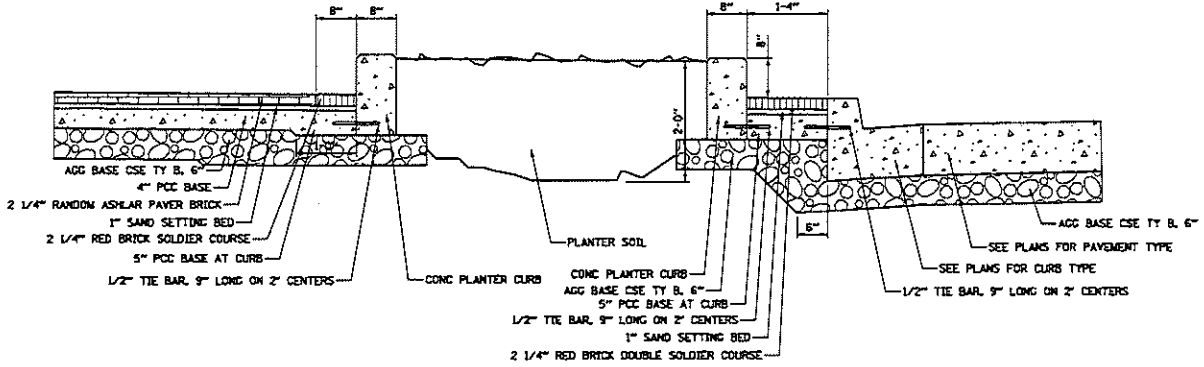
PLANTER CURB BUMPOUT FOR TRASH CAN PLAN



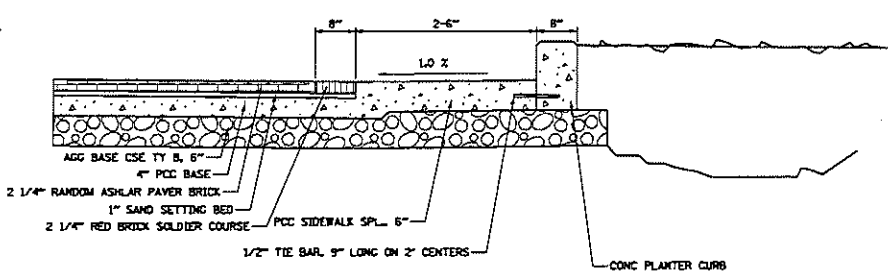
SEATWALL 20" HT - END ELEVATION



VAR. (SEE PLANS)



RAISED PLANTER



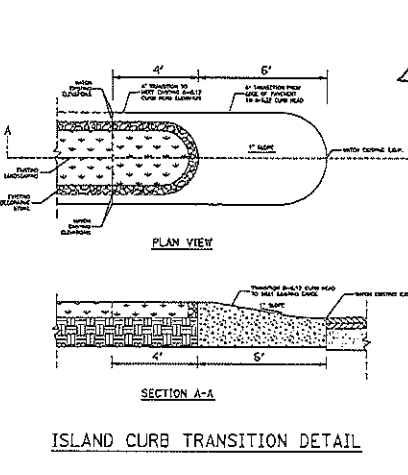
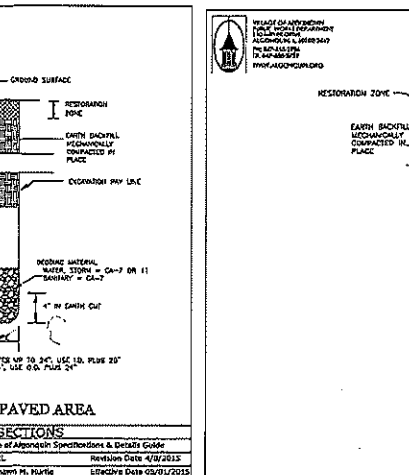
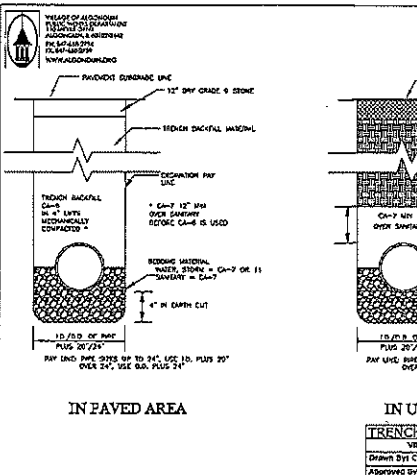
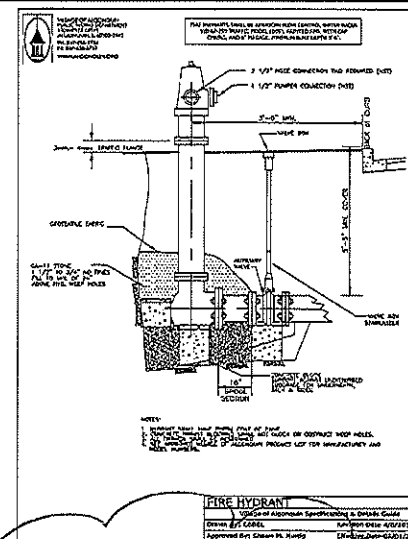
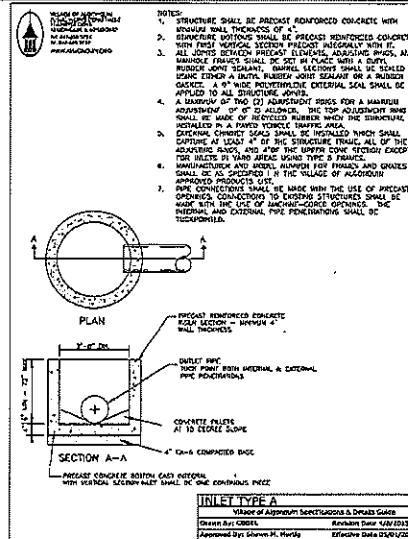
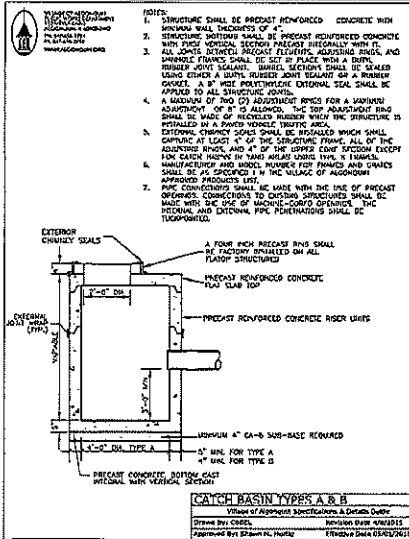
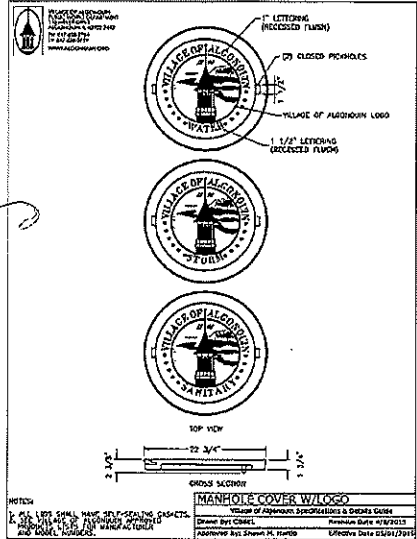
SECTION A-A

FILE NAME =	USER NAME = mason	DESIGNED -	REVISED -
PROJECT NUMBER = 2023-07-01-001	PROJECT NAME = SEATWALL	DRAWN -	REVISED -
DATE = 1/25/2023	SCALE = 1"	CHECKED -	REVISED -
	DATE =	DATE =	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

MAIN STREET STREETSCAPE
SEATWALL/COLUMN/RAISED PLANTER DETAILS

P.A. FILE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			47	34
CONTRACT NO.			ILLINOIS FED. AID PROJECT	



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-9600

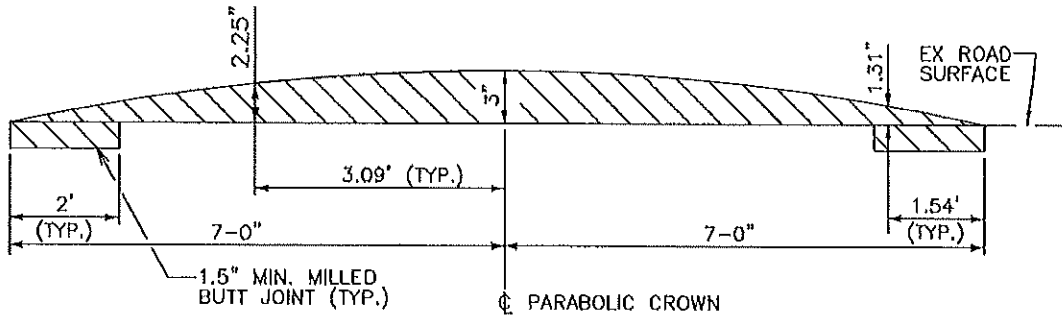
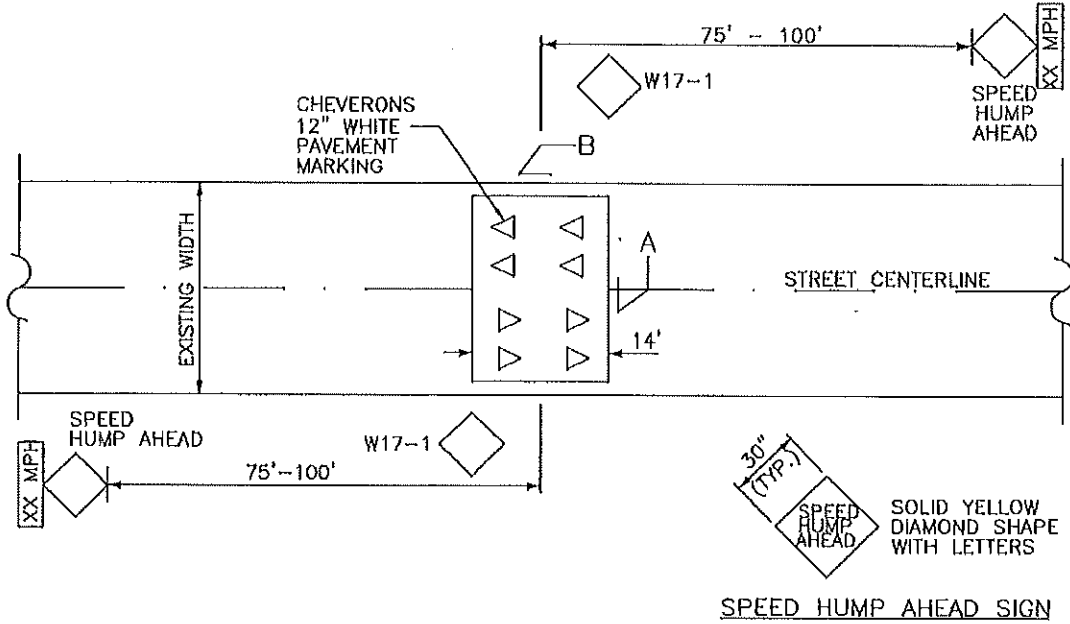
Village of Algonquin
 2200 HARNISH DRIVE
 ALGONQUIN, ILLINOIS 60102
 847-658-2759

NO.	DATE	NATURE OF REVISION	CHKD.	ISSUED BY	TITLE

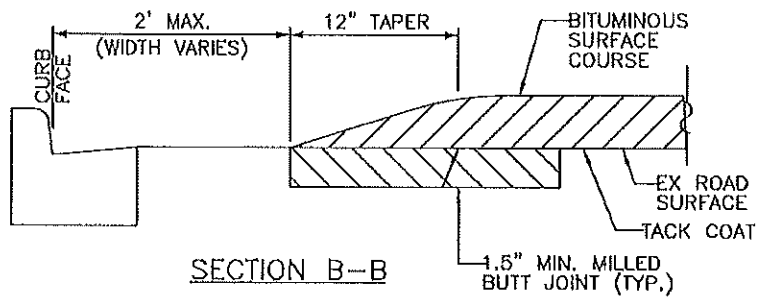
CONSTRUCTION DETAILS
 PROJ. NO. 0180723.00091
 DATE: 6/4/2015
 SHEET 48 OF 88
 DRAWING NO. 46



VILLAGE OF ALGONQUIN
 PUBLIC WORKS DEPARTMENT
 110 MEYER DRIVE
 ALGONQUIN, IL 60102-2442
 PH: 847-658-2754
 FX: 847-658-2759
 WWW.ALGONQUIN.ORG



SECTION A-A



NOTE

1. ON NON-CURB ROADS SPEED HUMPS WILL SPAN FROM ROAD EDGE TO ROAD EDGE WITH A MILLED BUTT JOINT ALONG EACH EDGE

SPECIAL USE ONLY

SPEED HUMP

Village of Algonquin Specifications & Details Guide

Drawn By: CBBEL

Revision Date 4/8/2015

Approved By: Shawn M. Hurtig

Effective Date 05/01/2015

PLANT & MATERIALS LIST - Parkways & Land Dedication Area

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
AFAB	0	3" caliper	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple
Substitute	24	3" caliper	Aesculus 'Autumn Splendor'	Autumn Splendor Buckeye
ASGM	0	3" caliper	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple
Substitute	16	3" caliper	Aesculus flava	Yellow Buckeye
CCAH	23	3" caliper	Capinus caroliniana	American Hornbeam or Blue Beech
CO	29	3" caliper	Celtis occidentalis	Hackberry
FS	17	3" caliper	Fagus sylvatica	Common European Beech
GB	26	3" caliper	Ginkgo biloba	Ginkgo (Male Species)
GD	20	3" caliper	Gymnocladus dioica	Kentucky Coffee Tree
GTI	0	3" caliper	Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Thornless Honeylocust
Substitute	32	3" caliper	Maackia amurensis	Amur Maackia
LS	31	3" caliper	Liquidambar styraciflua	American Sweetgum
LT	19	3" caliper	Liriodendron tulipifera	Tulip Tree
MG	31	3" caliper	Metasequoia glyptostroboides	Dawn Redwood
NS	21	3" caliper	Nyssa sylvatica	Black Gum or Black Tupelo
OV	18	3" caliper	Ostrya virginiana	Ironwood or Hophornbeam
PAMC	40	3" caliper	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
QI	0	3" caliper	Quercus imbricaria	Shingle Oak
Substitute	22	3" caliper	Quercus muehlenbergii	Chinkapin Oak
QR	13	3" caliper	Quercus rubra	Red Oak
TAR	0	3" caliper	Tilia americana 'Redmond'	Redmond American Linden
Substitute	24	3" caliper	Taxodium distichum 'Shawnee Brave'	Shawnee Brave Baldcypress
TTSS	0	3" caliper	Tilia tomentosa 'Sterling Silver'	Sterling Silver Linden
Substitute	24	3" caliper	Larix laricina	Tamerack
UCA	0	3" caliper	Ulmus carpinifolia 'Accolade'	Accolade Smoothleaf Elm
Substitute	16	3" caliper	Ulmus 'Frontier'	Frontier Elm
UXM	0	3" caliper	Ulmus X 'Morton'	Morton Accolade Elm
UXP	16	3" caliper	Ulmus X 'Patriot'	Patriot Elm

Total Trees	462
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VILLAGE OF ALGONQUIN

HOT-MIX ASPHALT BINDER, LEVELING BINDER AND SURFACE COURSE

Description.

Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), shipped, and constructed in accordance with Section 406, 1102, and other applicable sections of the Standard Specifications for Road and Bridge Construction, applicable Special Provisions, and Chapter 44 of the Bureau of Local Roads and Streets Manual and the following:

Mix Design.

All asphalt mix designs shall target 3.5% Air Voids and all production shall trend about 3.5% Air Voids. N50, IL-9.5 mm Surface course shall have a minimum of 40% passing the #8 sieve. Re-proportioning (within SSRBC adjustments allowed) of IDOT verified mix designs may be allowed and the contractor must submit these values for a review by the Engineer at least one week prior to the first day of production. One field TSR test by the Contractor will be required to validate changes. The AJMF during production shall meet the remaining IDOT volumetric requirements.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

ITEM	AC TYPE	VOIDS
Hot Mix Asphalt Surface Course, Mix "D," N50	PG 58-22/58-28*	3.5% @ 50 GYR
Hot Mix Asphalt Binder Course, IL-19, N50	PG 58-22/58-28*	3.5% @ 50 GYR

Note: The unit weight used to calculate all HMA surface mixture quantities is 112 lbs/sq yd/in

* When Asphalt Binder Replacement (ABR) exceeds 15%, the new asphalt binder in the mix shall be PG 58-28. No more than 2% Reclaimed Asphalt Shingles shall be allowed in the asphalt.

Construction Method.

Follow Section 406, with the following additions:

1. Tack coat all longitudinal joints (hot and cold) and curb faces.
2. Pneumatic tire roller is required on all lifts, all mixes, except surface courses.
3. Auger extensions are required on all lifts, all mixes.
4. Reverse augers must be installed properly.
5. Roll (compact) the confined and curb line longitudinal joint by overlapping by 6" from the hot to cold side of mat and/or curbing.
6. Paving of the full roadway width shall be completed at the end of each day. Longitudinal joints shall be closed daily and within one truck load of HMA to prevent cold joints. Any violation shall require saw cutting edge back 3" to expose straight edge, shall be tack coated twice, and will be straight and uniform.
7. Asphalt along the curb line shall be compacted such that the asphalt is 1/4" above the curb line.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 6, 2020

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Russell Farnum, Director of Community Development

Subject: Trails of Woods Creek -FOURTH REVIEW
Algonquin Case No. 2019-20
(CBBEL Project No. 070272.00119)

Dear Russell:

We have reviewed the following documents related to this project:

- Final Site Development Plans prepared by CEMCON, Ltd. bearing a revision date of July 13, 2020
- Final Stormwater Management Report, Volumes 1 and 2 prepared by CEMCON, Ltd. bearing a revision date of December 5, 2019
- Final Plat of Subdivision Phase 1 prepared by CEMCON. Ltd. bearing a revision date of July 10, 2020
- Final Plat of Subdivision Phase 2 prepared by CEMCON. Ltd. bearing a revision date of July 9, 2020
- Wetland Permit and BMP Plan Submittal prepared by V3 bearing a revision date of July 13, 2020
- Draft CLOMR forms, executed by the project engineer
- Final Landscape Plans prepared by Dickson Design Studio bearing a revision date of July 13, 2020
- Tree Preservation and Removal Plans prepared by Dickson Design Studio bearing a revision date of July 13, 2020
- USACOE Jurisdictional Determination LRC-2019-00861 dated April 8, 2020
PREVIOUSLY SUBMITTED

The following deficiencies will need to be addressed before we can recommend approval of final engineering to the Village:

FINAL SITE DEVELOPMENT PLANS

Sheet 4

1. The TYPICAL LOCAL ROAD PAVEMENT SECTION shall be revised to require 2 inches each of HMA surface and binder in accordance with Table 7 of Chapter 22 of the Village Code.

Sheet 5

2. The final engineering plans do not include the bike path extension along Fairway View Drive to the bike path crossing near Greens View Drive.
3. The final engineering plans do not include pedestrian crossing information at the Fairway View Drive-Nottingham Drive intersection and at the bike path crossing noted above.

Sheet 6

4. The areas of existing pavement and buildings to be removed have not been shaded on the plan view.
5. The engineer shall identify the large object printed in bold on Fairway View Drive or remove it.

Sheet 11

6. The routing of the proposed street light cable and conduit is not depicted on the plan view (typical to sheets 11 thru 13).
7. Rename the plan sheet name to include traffic signage and pavement markings or place the information on separate plan sheets. All proposed stop signs shall include stop bars on the adjacent pavement (typical to sheets 11 thru 13).
8. The proposed street lighting as presented does not meet the Village of Algonquin Ordinance For Subdivision regulations, Chapter 22.06, Paragraph H, "Street Lighting". The lighting must be designed in accordance with this Ordinance section. Photometric calculations must be provided for each individual roadway type and cross section in accordance with the Specific Tables and Associated lighting levels and Uniformity ratios. The light pole layout must match the calculations. The lighting plans must also be accompanied by individual lighting circuit voltage drop calculations and project-specific one-line diagrams of each light pole location and where it is fed from. Full lighting plans and calculations must be included in the next resubmittal.
9. It appears there is no lighting proposed on Fairway View Drive, north of the entrance to Algonquin Road which functions as the entrance to the subdivision. We recommend that, since it is the main entrance to the subdivision, that the lighting levels should match that of the proposed subdivision and be provided. Please revise lighting plans accordingly.

10. The street Lighting legend calls out for existing Lighting to use or match existing HPS lighting. The Village has converted all of its existing lighting to LED. All existing lighting shall be retrofitted to match the LED lighting units as called out in the Lighting Catalog Cut Matrix provided by the Village.
11. The sheet legend calls out for the use of 250W cobra head lighting units to match the existing, but none are shown on the plan sheet. If that light pole is not going to be used it should be removed from the legend (typical to sheets 11 thru 13).
12. When designing the proposed lighting layout and spacing all controlled intersection shall have a proposed light standard to illuminate the cross walks, stop signs and areas of incident and then evenly spaced as called for in the photometric calculations along the roadways.

Sheet 12

13. The words “rated”, “circuit” and “circuits” are misspelled in Note 7.
14. The words “controller” and “determine” are misspelled in Note 13.

Sheet 16

15. The noted NWL and HWL elevations for Pond 08 in the data box do not match the corresponding contours in the plan view. Both values need to be coordinated and the plan sheet revised accordingly.

Sheet 19

16. The south invert of structure MH72 should be changed to 880.06 to be consistent with the upstream invert and pipe slope.
17. There should be two noted inverts at structure CLEANOUT 73: the NW invert of 889.8 and the S invert of 893.07.

Sheet 22

18. There should be three noted inverts at structure MH37: the N and S invert of 877.01, W invert of 879.82, and the E invert of 880.78.
19. The spot elevation of 889 at the center of the hill behind the home on lot 31 should be revised to elevation 898 to be consistent with the adjacent contours.

Sheet 23

20. The noted HWL elevation for Pond 05 in the data box does not match the corresponding contour in the plan view. Both values need to be coordinated and the plan sheet revised accordingly.

Sheet 25

21. The noted invert elevation of Flared End Section 11 shall be revised to 883.0.
22. The callouts are missing from the plan sheet for the flared end section adjacent to lot 88 and the immediate upstream storm sewer.
23. It appears that the bottom contour of the left center depression within the detention Outlot should be elevation 879 versus the noted 886 to be consistent with the adjacent contours.
24. The elevation contours are not labeled for the upper left depression within the detention Outlot.

Sheet 26

25. The invert of structure Inlet 326 shall be revised to elevation 886.66 versus the noted 896.66.
26. A third invert elevation for structure CB 257 shall be added: North invert at elevation 886.60.
27. It appears that lot 112 is missing the required sump pump connection to the rear yard system.

Sheet 30

28. The callout for CB 241 shall be revised by deleting the invert value of 881.42. The callout for CB 240 should have this value added to its callout for its NW invert.
29. The callout for CB 240 shall be revised by added a SE invert value of 883.42.

Sheet 31

30. The slope of the storm sewer between Flared End Section 105 and CB 102 shall be revised to 2.37% if the given upstream and downstream inverts are held.
31. The slope of the storm sewer between Flared End Section 101 and CB 102 shall be revised to 3.89% if the given upstream and downstream inverts are held.

Sheet 32

32. The missing storm sewer slope immediately upstream of Flared End Section 103 should be 6.31% unless there is a drop in the upstream structure.
33. The proposed invert of MH 165 shall be revised to elevation 876.98 to be consistent with the given upstream and downstream inverts and pipe slopes.

Sheet 33

34. The storm segment that runs parallel to the east side of lot 240 is missing its callout.

Sheet 35

35. The detail for the Algonquin Road-Frank Road pedestrian crossing does not include the required traffic signal modifications to provide the required pedestrian signal phase. The engineer will need to provide additional spot grading to confirm ADA conformance of the crossing from the south side of Algonquin Road all the way to the connection with the existing bike path on the north side of Algonquin Road.

Sheet 36

36. The hatch used for the bike path crossing the roadway does not match that of the apron adjacent to it. Does this indicate that two different brick pavers will be used for this crossing? The plan sheet will need to specify the manufacturer and model for each unit paver utilized on the project.

37. Per discussions with the Department of Public Works, the center line skip dash should be replaced with double yellow solid lines similar to the striping on Bunker Hill Drive.

38. Per discussions with the Department of Public Works the proposed bike path crossing will be raised table and the bump outs for the walkway should be replaced with a smooth transitional curb that is conducive to snowplowing.

39. Per discussions with the Department of Public Works, the UNIT PAVERS OVER RIDGID BASE should be modified/replaced with the detail that was used for Village's downtown project where the pavers were tacked down onto a bituminous base.

Sheet 37

40. The engineer shall verify the length and slope of the sanitary main between SANMH 25 and SANMH 26; based upon the given inverts and the plan depiction it should be approximately 136 LF and 0.65%.

41. The footprints of the proposed buildings, shown on the grading plans, should be added to the plan sheet to determine if there is adequate fire hydrant coverage for them (typical to sheets 37 thru 50).

42. The proposed watermain elbows should be called out on the plan sheet (typical to sheets 37 thru 50).

Sheet 38

43. The noted length and slope of the sanitary sewer between SANMH 10 and SANMH 11 should be revised to 207 LF and 0.24% to match the depiction in the plan view and the project stationing.

Sheet 39

44. The watermain-storm sewer crossing information for the crossing between MH300 and CB299 at the NW corner of Street A and Street K is missing from the plan sheet.
45. The depiction of the sanitary sewer on each side of the match line at station 49+50. On the left plan view the sanitary alignment is directed to the south right-of-way line, while on the right plan view the alignment is veering away from the right-of-way line.
46. The sanitary-storm crossing to the east of SANMH 19 appears to be in conflict as depicted in the profile view. The engineer shall verify the crossing grades and revise his design as required.
47. The profile view shows a watermain protection section in the sanitary sewer to the west of SANMH 19 which does not make sense as the main does not cross the watermain at that location. Also, it is unclear what the granular cradle support is for. It appears to be supporting the storm sewer above the sanitary sewer. Perhaps it would be better to replace a segment of the PVC sanitary with 8-inch DIP or PVC C900 to better withstand the loading and inhibit infiltration at this location?

Sheet 39

48. Per discussions with the Department of Public Works, proposed valve V5 shall be relocated to be on the 12-inch line that runs north-south through the open space.

Sheet 40

49. The plans call for the use of a granular cradle at the sanitary and storm sewer crossing upstream of manhole 60. Perhaps it would be better to replace a segment of the PVC sanitary with 8-inch DIP or PVC C900 to better withstand the loading and inhibit infiltration at this location?

Sheet 43

50. The sheet reference information shall be completed for the center and right plan views.

Sheet 44

51. The proposed light pole at the lot 244/243 lot line (extended) encroaches upon the proposed sanitary sewer and should be relocated.

Sheet 48

52. The pavement replacement for the Fairway View Drive utility crossing should be called out on the plan sheet.

Sheet 49

53. The pavement replacement for the Bunker Hill and Fairway View Drive utility crossings should be called out on the plan sheet.
54. Per discussion with the Department of Public Works, a maintenance of traffic plan will be added to the plan sheet for the watermain crossing of Bunker Hill Drive. It is the Village's preference that the traffic be detoured around the crossing versus keeping one lane open during the pipe installation and backfill.

Sheet 50

55. The proposed watermain crosses under three existing storm sewers. Unless the existing storm sewer has gasketed joints, the required vertical separation has not been provided with the design.

Sheet 51

56. A standard detail for the lowering of a watermain under a sewer should be added to the plan sheet.

Sheet ER01

57. The specified NAG 75 erosion control blanket shall be revised to NAG BioNet S75BN (typical to sheets ER01 thru ER05).
58. The specified SC150 Erosion Protection shall be revised to NAG BioNet SC150BN (typical to sheets ER01 thru ER05).

Sheet ER05

59. A schedule of major construction milestones and approximate dates shall be added to the plan sheet, especially if the project is to be constructed within phases.

FINAL LANDSCAPE PLANS

Sheet L1.3

60. The plan sheet does not indicate the type of groundcover that is specified for the steep embankment running from the back of the homes along Street K down to the adjacent property line and the Algonquin Road right-of-way. We recommend a low maintenance mix as access will be limited. Will the HOA be responsible for the maintenance of this area?

Sheet L1.4

61. The plan sheet does not indicate the groundcover that is specified for the steep embankment running from the back of homes along Street K down to the Fairway View

Drive right-of-way. We recommend a low maintenance mix. Will the HOA be responsible for the maintenance of this area?

FINAL PLAT OF SUBDIVISION PHASE 1

Sheet 1 of 9

62. There are some random distances & angles in the area of Lot 7 in Terrace Hill Development Unit 1 that should be deleted on this sheet.
63. Show existing Lots 250 thru 254 in Terrace Hill Development Unit 7 on this sheet.
64. The final names of the proposed street should be provided with the next plat submittal (typical to sheets 1 thru 7).

Sheet 2 of 9

65. Please confirm the right-of-way width labels of "37.50" & "27.50" on Street A near the southeasterly end of Outlot J are correct. The radius distances on the curves in the right-of-way indicates widths of 40' and 50'.
66. Outlot A, C, E & N have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.
67. The surveyor should label the line referenced in Algonquin Road at an 85' width for the proposed right-of-way as either the right of way center line or the section line as they are not coincident at this location (typical to sheets 2 thru 4).
68. The grading plan shows overflow routes along certain side and rear yards. Where necessary, those easements should also be noted as Drainage Easements (typical to sheets 2 thru 7).
69. The side yard VUE & PUE easement on the north side of Lot 92 should be widened to 7.5'.

Sheet 3 of 9

70. Outlot C & G have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 4 of 9

71. Outlot C & G have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

72. The side yard VUE & PUE easement on the west side of Lot 184 should be widened to 7.5'.

Sheet 5 of 9

73. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 6 of 9

74. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 7 of 9

75. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 9 of 9

76. Add note of the total area being dedicated for public roadway in Phase 1 .

FINAL PLAT OF SUBDIVISION PHASE 2

Sheet 1 of 5

77. The final names of the proposed street should be provided with the next plat submittal (typical to sheets 1 thru 4).

Sheet 2 of 5

78. The grading plan shows overflow routes along certain side and rear yards. Where necessary, those easements should also be noted as Drainage Easements (typical to sheets 2 thru 4).

Sheet 5 of 5

79. Add note of the total area being dedicated for public roadway in Phase 2.

WETLAND PERMIT AND BMP PLAN

It is our understanding that Village staff and another consultant has reviewed the wetland permitting and BMP plan for the Village. We defer detailed review comments to them but offer the following for Village staff consideration.

80. The developer is allowed to develop the property in phases which could extend for a period of years depending upon market conditions. As of now, a phasing plan has not been provided to the Village for review; see General Comments. The BMP plan calls for a 3-year maintenance and monitoring period for the proposed plantings. Depending upon project phasing, the 3-year period may be inadequate to provide the required time to perform and establish the proposed plantings. We recommend that a 5-year M&M plan be required given the scope of the development.
81. We recommend that a long-term management and monitoring program be prepared for the entity that will maintain the naturalized areas that are not located in Outlot G, Outlot H, and Outlot I (all donated to the Village) after the initial M&M period has expired.
82. Wetland and buffer protection signage should be installed around the perimeter of each preserved natural area, buffer, or wetland.
83. Sump pump discharge pipes or other pipes within wetland or buffer should be constructed with non-flammable material if they are to be subject to periodic burning. Plastic pipes will melt or burn, if prescribed burns are completed.
84. If fences are proposed to be installed anywhere adjacent to the natural areas, wetland or buffer where prescribed burns or wildfires may be completed, we recommend that they fence be made of aluminum or steel. Plastic or vinyl fences will melt or catch on fire and wooden fences are at risk of fire damage if not wetted properly.

STORMWATER MANAGEMENT

85. ***PREVIOUS COMMENT PARTIALLY ADDRESSED.*** Please provide an analysis of the proposed rear yard storm sewer at 280 and 300 Fairway View Drive. The grades of the yards are below the High-Water-Level (HWL) of proposed SWMF-01. Ensure no water from proposed SWMF-01 backs up onto these properties through the proposed storm sewer. ***We acknowledge the Engineer's previous response that the two properties have mapped floodplain on them and that they will work with property owners during final engineering to see if they will allow the lots to be filled and have them removed from the floodplain as part of the project's required LOMR-F submittal. The engineer shall provide an update of their contacts with the homeowners.***
86. In the "Blocked" PondPack model, only the 100-year 1-hour storm event was provided for viewing. Please provide the 100-year 18-hour & 24-hour storm event results.
87. In the Proposed PondPack model, a 11.6-inch diameter outlet restrictor, at elevation 878.91, is used for PROP SWMF-07. However, according to Sheet 15 and 52 of the Plan Set, a 12.5-inch diameter outlet restrictor, at elevation 878.80, is proposed for SWMF-07. Please revise accordingly.
88. The following storm sewers have slopes below the minimum threshold. Please revise accordingly to meet the IDOT minimum slope for self-cleaning.

- 50 LF of 12" RCP (Outlet for SWMF-08; Sheet 16)
- 48" RCP Trunk Sewer (From STM MH. NO.57 to SWMF-01)
- 132 LF of 12" RCP (Outlet for SWMF-09; Sheet 16 & Sheet 25)
- 210 LF of 24" RCP (Outlet for SWMF-01)

89. As mentioned above, the 24" RCP outlet for SWMF-01 is well below the IDOT minimum slope threshold for self-cleaning. The existing drainage system for this area has been subjected to constant drainage issues due to sedimentation and other debris clogs. Please revise accordingly to meet the IDOT minimum threshold slope for self-cleaning. Also, it is recommended an outlet control structure be designed with a restrictor and weir baffle wall. In the event of a blockage to the restrictor, the weir baffle wall will be able to convey water to the outlet storm sewer instead of over the road.

90. There are no diameters and/or slopes on the following in the Plan Set:

- 29 LF of Storm Sewer (SWMF-09 to SWMF-08; Sheet 16)
- 58 LF of 12" RCP (Outlets to FES No. 33; Sheet 32)
- 67 LF of Storm Sewer (South of STM. MH No. 159; Sheet 32)

91. The T/F for Lot 205 & 206 is at elevation 894.3 on the Plan Set but at elevation 894.4 for the overland flow route calculation in the Final Stormwater Management Report. Please revise accordingly.

92. The F/G and Weir Difference for the "E1-E1 SWMF 06 Southeastern Overflow" overflow route on lot 177 should be 2.6, not 894.3. Please revise accordingly.

93. The plan set shall be revised to include cross-sections for the overflow weirs noted on the various plan sheets. The cross sections should depict the boundary of the proposed easements to verify that the entire waterway is included within it.

OUTSIDE PERMITTING AGENCIES

94. A permit will be required from the IEPA for the proposed watermain extensions. The next engineering submittal shall include the draft permit documents for Village review and execution.

95. A permit will be required from the IEPA for the proposed sanitary sewer extensions. The next engineering submittal shall include the draft permit documents for Village review and execution.

96. A permit will be required from the IEPA for the site disturbance associated with this project. The engineer shall provide a copy of the permit or provide the IRL10 number when issued by the IEPA.

97. A permit will be required from the McHenry County Division of Transportation (McDOT) for all work performed within the Algonquin Road right-of-way. We acknowledge that

McDOT has received a set of the proposed plans for permit approval. The engineer shall provide a copy of all correspondence with McDOT during the project approval phase.

98. A permit from the USACE will be required for disturbance of wetlands 8 and 9 identified in the project's jurisdictional determination letter.
99. The package included draft copies of the CLOMR form that were executed by the engineer. We will be sending the document to Craig Arps at the Village as we were informed that he is the responsible party for the administrator of floodplain permits.

GENERAL COMMENTS

100. Per discussions with the Department of Public Works, the elimination of some sidewalk crossings is under consideration. The final engineering shall reflect the results of these discussions. In addition, given the amount of relief on the site we are concerned that the plans lack sufficient detail regarding the grading of the approaches and crossings. The final engineering shall include blow ups of the crossings showing the proposed grades as well as the use of any required curbing on the sidewalk approaches.
101. Per discussions with the Department of Public Works, we are aware that the applicant is preparing a phasing plan for the development. We recommend that the phasing plan be reviewed by this office and Village staff to ensure that each phase will be served by the required infrastructure.

Sincerely,



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



Michael E. Kerr, PE
President

Trails of Woods Creek – Final Engineering and Plat Review #1

07/16/2020

Approved

1. Please include the Huntley Fire Protection District in the street name approval process to avoid conflicts within our district.
2. Impact fees equal \$700.00 per unit unless otherwise established in an intergovernmental agreement (see below).

105.9.2 New developmental donations/impact. Add as additional section:

The Huntley Fire Protection District has established the following fees for dwelling unit constructions within their jurisdiction for compensation of equipment, facilities, and personnel in addition to all other fees depicted through the ordinances provided elsewhere. The developer contribution fee per dwelling unit is as follows:

1. All Dwelling Units - \$700.00 each

Any future expansion or increase in density, following approval of the preliminary plat, will be subject to the contribution payment schedule. Payment will be due at a time agreed upon by both parties prior to the issuance of any building permits.

Exception-Intergovernmental Agreement with Municipal Jurisdiction

Ken Madziarek
Fire Marshal / Huntley Fire Protection District
11808 Coral St. / P.O. Box 517
Huntley, IL 60142
Office- 847-669-2997
Fax- 847-669-0139
kmadziarek@huntleyfpd.org



McHenry County

Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

Trails of Woods Creek
Algonquin Road – Route #A48

August 4, 2020

Chris Morgart
Cemcon, Ltd.
2280 White Oak Circle
Aurora, IL 60502-9675

Dear Mr. Morgart:

The McHenry County Division of Transportation (MCDOT) is in receipt of the following documents, all received on July 17, 2020:

- Highway Access Permit Application
- \$4,500 application fee
- Final Site Development Plans
- Phase 1 Final Plat
- Traffic Impact and Sight Visibility Study
- Thumb Drive with electronic files

On behalf of the MCDOT, following are review comments.

Reference is made in this review to County Ordinance and Permit Manual. Those documents formally named as McHenry County Access Control and Right-of-Way Management Ordinance and Permit Procedures and Requirements Manual can be found at the following link:

<https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/apply-for>

Highway Access Permit Application

1. Acknowledge receipt.

\$4,500 Application Fee

1. Acknowledge receipt.

Final Site Development Plans

1. Since you are doing work within the existing and proposed County Highway right-of-way McHenry County Division of Transportation General Notes and Specifications shall be added to the plans. Reference the Permit Manual for specific wording and details.
2. Sheet 15 of 52:
 - a. *“Detention and retention basins, or any appurtenance thereof, shall not be permitted within the rights-of-way of a County Highway. Such facilities shall be located in accordance with statutory requirement, which state that said facilities shall be offset from the right-of-way at a minimum distance of ten (10) feet plus one and one-half times the depth of the detention or retention basin. Those detention or retention facilities whose location satisfies the requirements of this Ordinance but are still within the clear zone of the highway and could pose, or potentially pose, a safety hazard to vehicles leaving the right-of-way may be required to be offset from the right-of-way at a greater distance or require additional protection as deemed necessary by the McHenry County Division of Transportation.”* Dimensions and more information is needed to verify the setback requirement has been met.
 - b. Provide cross slopes and running slopes to verify the paths and sidewalks proposed within County Highway rights-of-way meet ADA requirements. Maintain a maximum 1.5% cross slope on paths/sidewalks within County Highway rights-of-way.
 - c. Provide additional detail for the proposed retaining wall at the southwest corner of Algonquin/Street A intersection. The retaining wall shall be maintained by the Village of Algonquin.
 - d. Confirm that the retaining wall is outside of the clear zone. Clear zone for a highway posted at 45 MPH is 22 feet. A redesign may be necessary if the clear zone cannot be met.
 - e. A separate FACILITY INSTALLATION APPLICATION, \$300 application fee is required for the proposed sidewalks/paths and the retaining wall to be constructed within the Algonquin Road rights-of-way. Application form is available on the MCDOT website. The permit application must be signed by the municipality as they will be responsible for maintenance once the paths/sidewalks and retaining wall are constructed.
3. Sheet 19 of 52:
 - a. Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
“Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: “It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns.”

- b. Provide dimensions/notes to show the setback from proposed Algonquin Road right-of-way line to toe of berm. Needed to determine if the Ordinance setback requirement has been met. Site layout revisions may be needed to address this issue.
4. Sheet 20 of 52:
 - a. Same comment as Sheet 19 regarding Outlot B Open Space berm proposal.
 - b. The drainage report does not seem to make clear if the proposed 48 inch RCP will accommodate the elimination of the pond, account for the water from Algonquin Road drainage system, the field tile drainage and subdivision either now or as the project is constructed and impervious areas become greater. Clarification, calculations and other data should be provided to show the proposed system can handle all of this water. Field tiles seem to indicate drainage is to the northwest. Will water being directed south and then east under Fairway View Drive meet storm-water ordinance requirements?
 5. Sheet 21 of 52:
 - a. Same comment as Sheet 19 of 52 regarding berm setback requirements.
 6. Sheet 36 of 52:
 - a. The details on sheet 36 for the Algonquin Road/Street A/Frank Road intersection are very crowded with line work, making it difficult to review. Please provide a separate sheet for this intersection. Please review the McHenry County Division of Transportation Plan Submittal Requirements Check List found in the Permit Manual for plan preparation guidelines.
 - b. Traffic signal modifications shall follow MCDOT's Traffic Signal Design Guidelines. The Design Guidelines can be found under the publications section of the MCDOT website at:
www.mchenrycountyil.gov/county-government/departments-j-z/transportation/maps-and-traffic-counts
 - c. All pavement markings within Algonquin Road right-of-way shall be noted as Thermoplastic.
 - d. Add the following note: **All pavement markings on the County Highway shall be Thermoplastic, and recessed reflective pavement markings on the County Highway and within the County Highway right-of-way shall be installed per McHenry County Division of Transportation and MUTCD standards.**
 - e. Was consideration given to locating the pedestrian crossings on the east leg of Algonquin Road and then across Frank Road? The topography appears to be easier to deal with at these locations with potentially less conflicts.
 - f. Any diagonal pavement markings across Algonquin Road and Street A shall include 12 inch wide diagonal pavement markings for both pedestrian crossings.
 - g. Label both pedestrian crossings as Thermoplastic.
 - h. Add Thermoplastic to proposed Stop Bar.
 - i. Provide lane widths for the new access. Details are missing on this submittal.
 - j. Show existing lane configurations on Frank Road to help determine if the proposed lane configuration for Street A aligns correctly. Unknown at this time. Street A may need to be reconfigured. Details are missing on this submittal.

- k. Provide type and width for proposed curb/gutter along Algonquin Road.
 - l. Flared sides required at ADA ramps to Algonquin Road. Vertical curb ramps not permitted.
 - m. Provide storm details for new installation at northwest corner Algonquin/Frank.
 - n. Provide notes, dimensions, cross slopes, and running slopes details for all ramps.
 - o. Detectable Warning Systems (DWS) must be contained within the limits of the crosswalk markings.
 - p. DWS required for ramp at northwest corner.
 - q. Note indicates Fairway View Improv – Plan 02. The detail in the bottom corner of the plan sheet is for the intersection of Algonquin/Frank. Provide separate sheet detail for Algonquin Road reconstruction/features.
 - r. The sidewalk/path coming out of Street A must be located within a public right-of-way. Additional right-of-way may be necessary to accommodate.
 - s. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - t. Show the existing stop bars on Algonquin Road and on Frank Road. Needed to compare with proposed pedestrian markings/crossings. What conflicts exist?
 - u. Existing signal handholes are in the way of proposed ramp/path. How do you propose to resolve these conflicts?
 - v. Existing signal pole is missing from the southeast corner.
 - w. Existing curb inlet/grate is in front of proposed ADA ramp at the southwest corner. ADA does not permit open grates in front of ramps. How do you propose to resolve?
 - x. Where are the pedestrian push button features and details for all three corners of the Algonquin/Frank intersection?
 - y. Multiple conflicts with existing facilities need to be addressed. Not enough detail provided regarding relocation/reconstruction.
 - z. Provide a removal plan for the Algonquin Road/Frank Road/Street A intersection with notes and details.
 - aa. Existing sheet flow to proposed concentrated discharge, with outlet invert at elevation grade of PIN #18-25-400-028 to the east may cause drainage and flooding issues. Dissipated discharge at ditch elevation should be reworked.
7. Sheet ER01 of ER05:
- a. The proposed stabilized construction entrance does not meet the requirements of MCDOT or the Ordinance. Any construction entrance to a County Highway must meet the requirements which includes a paved access a minimum of 100 feet long with 50 foot radii and signage. Reference the Permit Manual, Detail PPD3 for details.
 - b. Considering that the existing golf course entrance is currently paved and of sufficient geometry to act as a paved construction entrance that would meet the requirements, the existing entrance shall be left in-place and used as the construction entrance until such time as that portion of the proposed street access can be reconstructed. Revise plans accordingly and add the required temporary construction details and access signage.

8. Sheet ER 04 of ER 05:
 - a. See Sheet ER01 comments above. The Village detail is not acceptable for a construction access to a County Highway.

Phase 1 Final Plat

1. Sheet 1 of 9:
 - a. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - b. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - c. Revise the HERETOFORE DEDICATED note and replace with, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553**.
2. Sheet 2 of 9:
 - a. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - b. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - c. Revise the HERETOFORE DEDICATED note and replace with, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553**.
 - d. Revise the HEREBY DEDICATED TO MCHENRY COUNTY note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES**.
 - e. It appears the plan for Outlot N proposes a detention basin adjacent to the County Highway right-of-way, which may not meet Ordinance requirements for basin setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance, Chapter 7, Section 7.2.2:
"Detention and retention basins, or any appurtenance thereof, shall not be permitted within the rights-of-way of a County Highway. Such facilities shall be located in accordance with statutory requirement, which state that said facilities shall be offset from the right-of-way at a minimum distance of ten (10) feet plus one and one-half times the depth of the detention or retention basin. Those detention or retention facilities whose location satisfies the requirements of this Ordinance but are still within the clear zone of the highway and could pose, or potentially pose, a safety hazard to vehicles leaving the right-of-way may be required to be offset from the right-of-way at a greater distance or require additional protection as deemed necessary by the McHenry County Division of Transportation."
Dimensions will be needed to verify the setback requirement has been met.
3. Sheet 3 of 9:
 - a. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - b. Revise the HEREBY DEDICATED TO MCHENRY COUNTY note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES**.

- f. Add the note, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553.**
 - c. It appears the plan for Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
“Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: “It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns.”
4. Sheet 4 of 9:
- a. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48).**
 - b. Revise the **HEREBY DEDICATED TO MCHENRY COUNTY** note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES.**
 - c. Add the note, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553.**
 - d. It appears the plan for Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
“Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: “It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns.”
5. Sheet 8 of 9:
- a. The following note is required on the Plat:
DIRECT ACCESS TO ALGONQUIN ROAD, ROUTE #A 48, FROM LOTS NUMBER OUTLOT B AND OUTLOT N IS PROHIBITED.
 - b. The County Highway Certificate is titled incorrectly and is the wrong certificate. The correct COUNTY HIGHWAY CERTIFICATE to use is sample (1) as found on page 5-2 of the Permit Manual.

Traffic Impact and Sight Visibility Study

1. Acknowledge receipt.

Thumb Drive with electronic files

1. Acknowledge receipt.

Final Stormwater Management Report (provided by Village of Algonquin under separate submittal)

1. Reviews by MCDOT are included here since the proposed drainage routing system affects Algonquin Road and site engineering reviews were provided.
2. Page 9 of report:
 - a. The filling of the existing pond along Algonquin Road does not appear to be addressed or noted.
3. Page 19 of report:
 - a. The Stormwater Management Permit Application is customarily submitted to the local agency, in this case the Village of Algonquin, rather than Kane County.
4. Page 22 of report:
 - a. Two Parcel 1 legal descriptions were included back to back, making the section confusing.
5. Page 36 of report:
 - a. This page shows a National Wetlands Inventory with the existing pond labeled as a wetland along the south side of Algonquin Road and shown as being filled. Is this advisable to fill a wetland?
6. Page 38 of report:
 - a. Given the October 4, 2019 date of the consultation letter and the fact that it is now already August 2020, the permitting, approval and construction will likely not be completed within the allotted time frame. A new letter would therefore likely be needed.
7. Page 48 of report:
 - a. The drainage report does not make clear if the proposed 48 inch RCP will accommodate the elimination of the pond, account for the water from Algonquin Road drainage system, the field tile drainage and subdivision either now or as the project is constructed and impervious areas become greater. Clarification, calculations and other data should be provided to show the proposed system can handle all of this water. Field tiles seem to indicate drainage is to the northwest. Will water being directed south and then east under Fairway View Drive meet storm-water ordinance requirements?

MCDOT sheet markups have been attached for Subplat 1, Subplat 2 and Final Site Development Plans to assist in the review of the above comments. Subplat 2 was received from the Village and is impacted due to similar notations needed for Algonquin Road.

DISPOSITION OF COMMENTS

Please review the above comments and provide a disposition of comments with your next submittal. Future submittals may result in additional review comments.

DISCLAIMER STATEMENT: In accordance with Chapter 3, Section 3.8 of the McHenry County Access Control and Right-of-Way Management Ordinance (effective January 1, 2009)

"An application for any permit under this Ordinance will be considered inactive if no response is provided by the applicant or their representative, including any engineers involved with the submittals, within six (6) months from the date of the last written review comments received from the McHenry County Division of Transportation. If that time period has lapsed, the application will be considered invalid and the applicant must reapply and comply with any and all new conditions, policies, standards or Ordinances that may be in effect at the time of the re-submittal. It shall be the permittee's responsibility to contact the McHenry County Division of Transportation to determine the status of any permit submittals."

As always we look forward to working with you on this and future projects. If you have any questions about any of the above comments please feel free to contact me at (815) 334-4972 or by e-mail at rdbeets@mchenrycountyil.gov You can view the Ordinance and Manual at www.mchenrycountydor.org

Very truly yours,



Ray Beets
Permit Manager

c: Matt Brolley, Pulte Home Company
Russell Farnum, Village of Algonquin
Project File

PREPARED FOR:
 PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHAUMBURG, ILLINOIS 60173
 (847) 230-5400

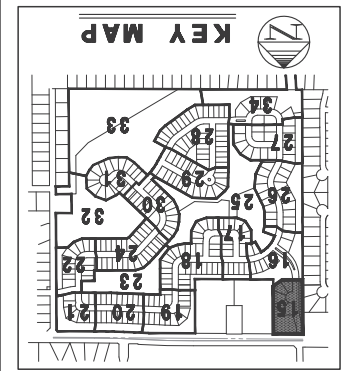


PREPARED BY:
CEMCON, Ltd.
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 Aurora, Illinois 60502-9675
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PLT FILE CREATED: 7/13/2020 7:44 AM BY LESLIE LUNDBERG DRAWING PATH: P:\402136\DWG\ENGR\DRAWING\VISUAL DRAWING\OVERGRADE.DWG

NO.	DATE	DESCRIPTION	REVISIONS

FILE NAME: OVERGRADE	DIR: 402136
DSGN. BY: CRM	JOB NO.: 402136
DATE: 07-10-20	SCALE: 1" = 50'
F.L.D. BK./PG.:	
TRAILS OF WOODS CREEK - PHASE 1 & 2	
SHEET NO. 15 OF 52	



- DRAINAGE & GRADING NOTES**
- ELEVATIONS SHOWN FROM ALL CURB INLETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
 - ALL CURBS SHALL BE BACKFILLED TO WITHIN 6 INCHES OF THE TOP OF CURB.
 - ALL CATCH BASINS SHALL BE CUT OR FILLED 6 INCHES BELOW FINISHED GRADE.
 - EXISTING DRAINAGE TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE CONSTRUCTION SPECIFICATIONS - GENERAL NOTES).
 - INDICATES PROPOSED TOP OF FOUNDATION ELEVATIONS.
 - THE TOP OF WINDOW WELLS SHALL BE CONSTRUCTED NO LOWER THAN 0.2 FEET BELOW THE TOP OF FOUNDATION ELEVATION (T7) UNLESS OTHERWISE NOTED ON DRAWINGS. ANY WINDOW WELLS ADJACENT TO DETENTION BASINS OR OVERFLOW ROUTES MUST BE 18" ABOVE H.M.L.
 - THE FINISHED TOPSOIL ELEVATION AT THE FOUNDATION SHOULD GENERALLY BE 0.2 FEET BELOW THE TOP OF FOUNDATION ELEVATION.
 - INDICATE THE PROPOSED PROPOSED GARAGE FLOOR ELEVATION IF NECESSARY.
 - L.O. OR W.O. INDICATES THOSE LOTS WHERE A "LOOK-OUT" OR "LOOK-OUT ON MAIN-OUT" OR "MAIN-OUT" (N.O.) BARRICADE ON BE CONSTRUCTED. THE REQUIRED ELEVATION OF THE "LOOK-OUT" OR "MAIN-OUT" BARRICADE IS GIVEN IN MINUTE SIDE YARD SLOPES. DROPPED SIDING CAN BE INDICATED REAR YARD SLOPES. DROPPED SIDING CAN BE INDICATED AS APPLICABLE.
 - INDICATES AVERAGE BUILDING PRODUCT ENVELOPE (SEE MASS EARTHWORK SECTION FOR BUILDING PAD DETAILS).
 - ACCURATE SIZES OF PROPOSED HOUSE FOUNDATIONS ARE INTENDED TO INDICATE THE APPROXIMATE LOCATION WHERE A LOOK-OUT OR MAIN-OUT BARRICADE MAY BE CONSTRUCTED OR MINUTE SIDE YARD SLOPES ARE EMPLOYED IN ORDER TO STRIP FOUNDATION RETAINING WALL, ETC.) - SEE NOTES ABOVE FOR FURTHER DETAILS.
 - LOT DIMENSIONS SHOWN ON THIS PLAN MAY NOT NECESSARILY CORRESPOND TO THE PLATTED DIMENSIONS. REFER TO THE FINAL RECORDED PLAT OF SUBDIVISION.
 - WATERMAIN PROTECTION (SEE CONSTRUCTION SPECIFICATIONS - GENERAL NOTES FOR DETAILS).
 - INDICATES THE LOCATION AND DIRECTION OF OPENING DRAINAGE, ASSUMING STORM SEWER IS FULL OR IS BLOCKED. FINAL MUST BE DETERMINED IN ALL FINAL GRADING OPERATIONS (SEE DETAIL).
 - DEPOTES AREA WHERE GRANULAR TRENCH BACKFILL IS REQUIRED.
 - INDICATES EXISTING ELEVATION.
 - DEPOTES EXISTING UTILITY TO BE REMOVED.
 - INDICATES DRIVERWAY LOCATION.
 - INDICATES P.V.C. SUMP DRAIN CONDUIT IN NO SUMP INDICATES BILUMINOUS PAINT.
 - INDICATES REVERSE PITCH FLAG.
 - INDICATES DEPRESSED CURB.
 - INDICATES 6x12 CURB & OUTER.
 - PROPOSED FLOORPLAN BASED ON FEMA FIRM PANEL.
 - EXISTING FLOORPLAN BASED ON CEMCON MODEL.
 - INDICATES TREES TO BE PRESERVED IN GOOD CONDITION. SEE LANDSCAPE PLANS FOR FURTHER INFORMATION.
 - DEPOTES DETECTABLE WALKING STRIP.
 - DEPOTES WHERE SIDEWALK IS LOWER THAN CURB FOR FURTHER INFORMATION.
 - CLAY COLLAR BULKHEAD (SEE DRAINAGE DETAIL SHEET)
 - MAXIMUM DRIVEWAY SLOPE IS 8%. SOME BUILDINGS WILL NEED TO BE RAISED BACK FROM R.O.M. THE INDICATED AMOUNT TO MEET THE SLOPE REQUIREMENTS (SEE DRAINAGE DETAIL SHEET)

The Design Guidelines can be found here under publications:
<https://www.mchenrycounty.il.gov/county-governments-and-traffic-counts>
<http://maps-and-traffic-counts>

STORMWATER MANAGEMENT FACILITY NO. 07
 N.W.L. = 878.9
 H.W.L. = 882.6
 STORMWATER STORAGE REQUIRED = 1.51 AC.-FT.
 STORMWATER STORAGE PROVIDED = 1.55 AC.-FT.

STORMWATER STORAGE FACILITY NO. 193
 F.L. = 878.60
 TY, 1 @ 0.50%

STORMWATER STORAGE FACILITY NO. 194
 F.L. = 878.90
 TY, 1 @ 0.35%

STORMWATER STORAGE FACILITY NO. 21
 F.L. = 878.90
 TY, 1 @ 0.14%

STORMWATER STORAGE FACILITY NO. 24
 F.L. = 879.20
 TY, 1 @ 0.14%

STORMWATER STORAGE FACILITY NO. 25
 F.L. = 879.31
 TY, 1 @ 0.14%

STORMWATER STORAGE FACILITY NO. 26
 F.L. = 883.5
 TY, 1 @ 0.14%

STORMWATER STORAGE FACILITY NO. 27
 F.L. = 883.50
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 28
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 29
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 30
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 31
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 32
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 33
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 34
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 35
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 36
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 37
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 38
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 39
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 40
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 41
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 42
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 43
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 44
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 45
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 46
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 47
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 48
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 49
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 50
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 51
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 52
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 53
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 54
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 55
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 56
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 57
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 58
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 59
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 60
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 61
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 62
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 63
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 64
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 65
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 66
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 67
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 68
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 69
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 70
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 71
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 72
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 73
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 74
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 75
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 76
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 77
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 78
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 79
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 80
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 81
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 82
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 83
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 84
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 85
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 86
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 87
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 88
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 89
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 90
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 91
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 92
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 93
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 94
 F.L. = 883.5
 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 95
 F.L. = 883.5
 TY, 1 @ 1.00%

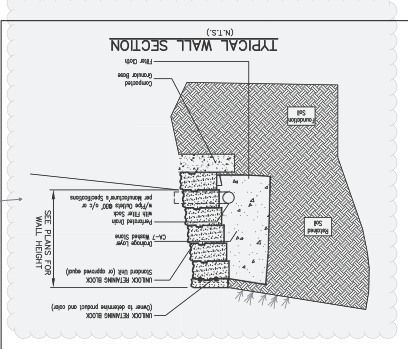
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 TY, 1 @ 1.00%

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 TY, 1 @ 1.00%

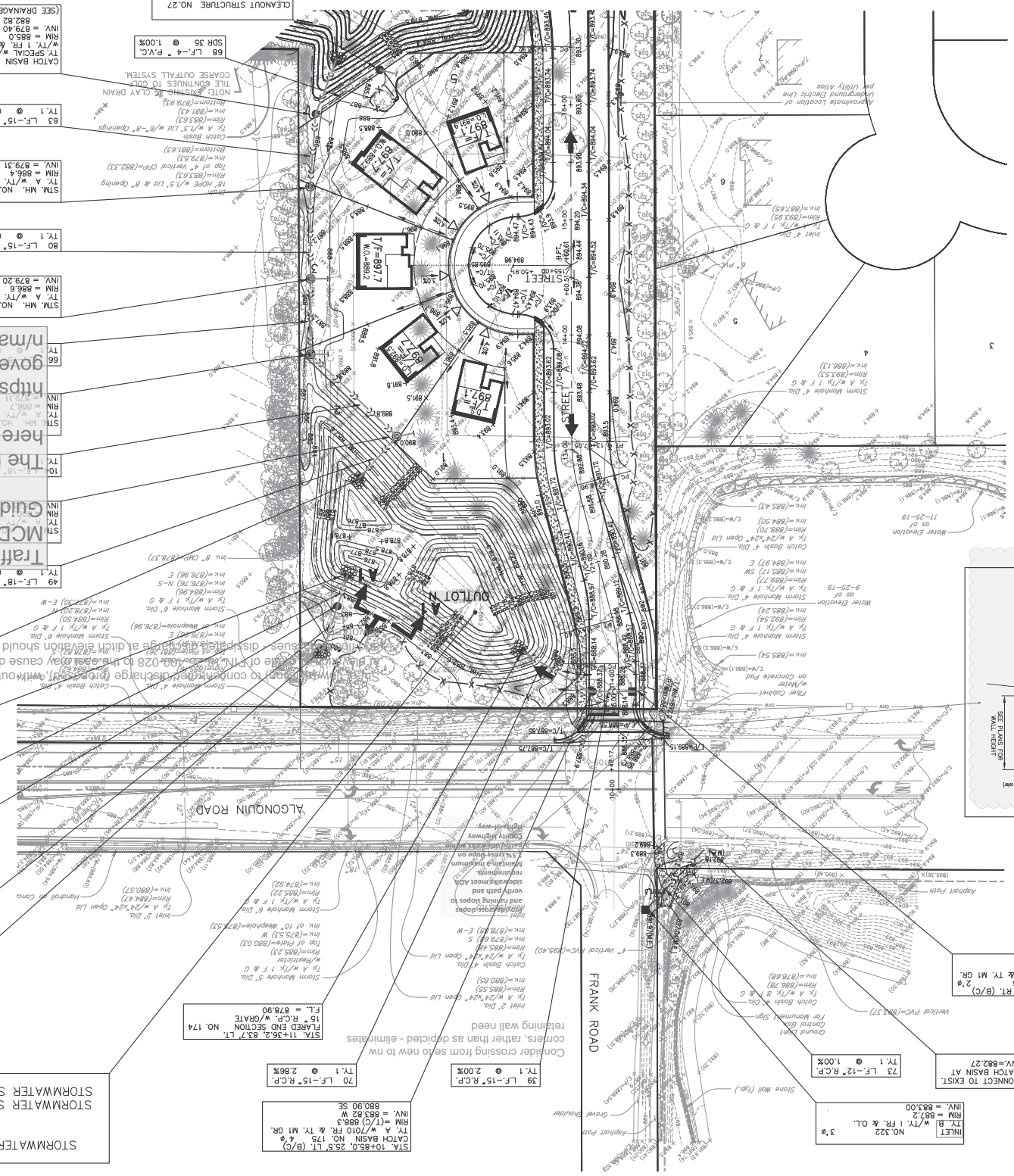
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 TY, 1 @ 1.00%

STORMWATER STORAGE FACILITY NO. 99
 F.L. = 883.5
 TY, 1 @ 1.00%

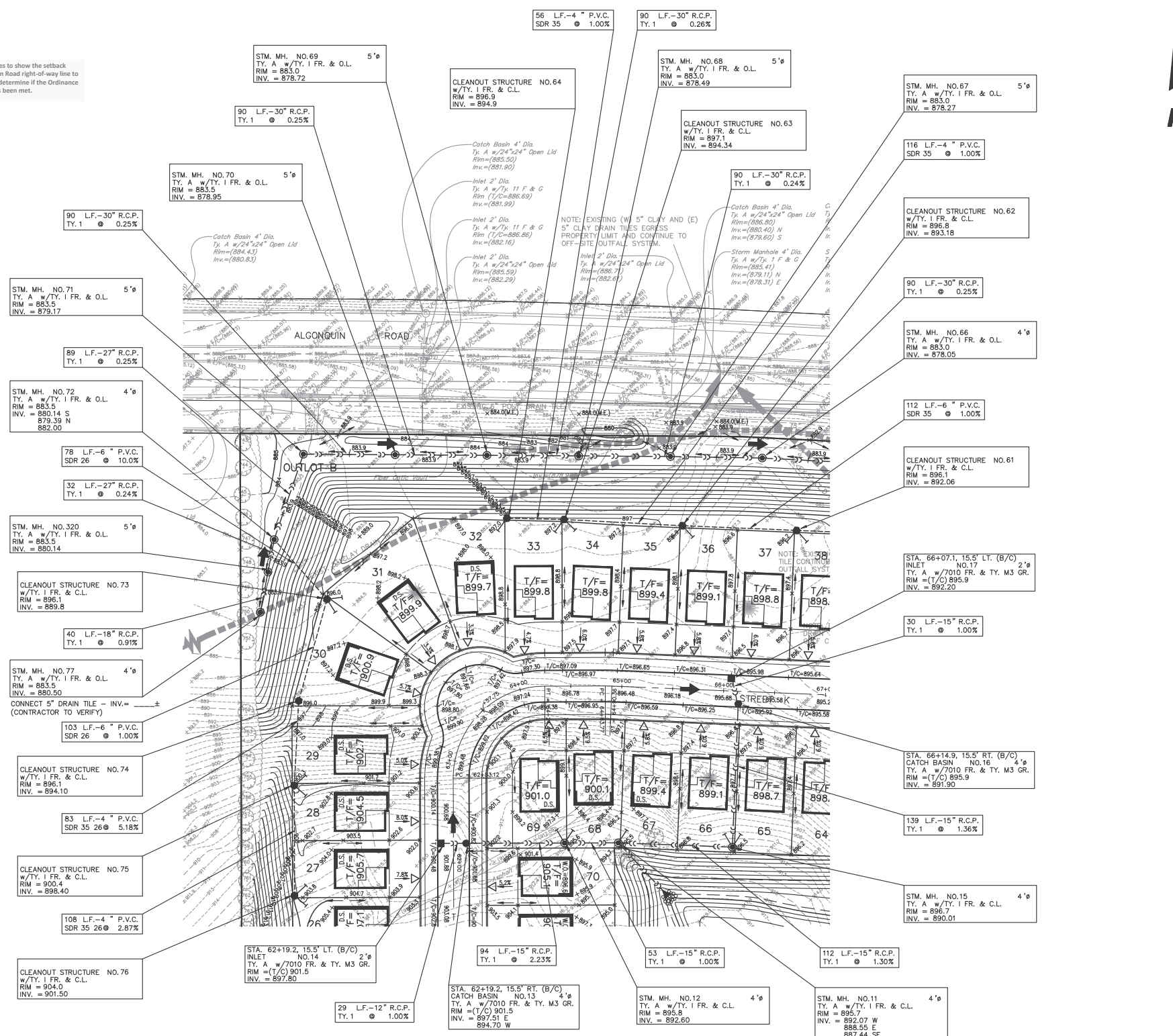
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 TY, 1 @ 1.00%



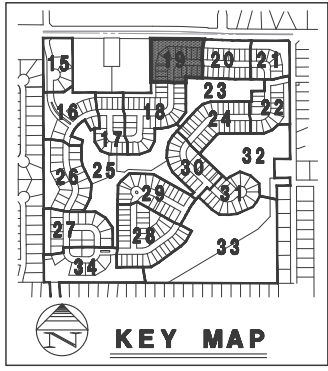
Retaining wall detail would have been more applicable on sheet 4.



Provide dimensions/notes to show the setback from proposed Algonquin Road right-of-way line to toe of berm. Needed to determine if the Ordinance setback requirement has been met.



- DRAINAGE & GRADING NOTES**
- ELEVATIONS SHOWN FOR ALL CURB INLETS, CATCH BASINS, AND MANHOLES ARE TOP OF CURB.
 - ALL CURBS SHALL BE BACKFILLED TO WITHIN 6 INCHES OF THE TOP OF CURB.
 - ALL BACK YARD SWALES SHALL BE CUT OR FILLED 6 INCHES BELOW FINISHED GRADE.
 - EXISTING DRAINAGE TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE PRESERVED OR REPAIRED IN ACCORDANCE WITH SPECIFICATION (SEE "CONSTRUCTION SPECIFICATIONS - GENERAL NOTES").
 - T/F - INDICATES PROPOSED TOP OF FOUNDATION ELEVATIONS.
 - THE TOP OF WINDOW WELLS SHALL BE CONSTRUCTED NO LOWER THAN 0.3 FEET BELOW THE TOP OF FOUNDATION ELEVATION (T/F) UNLESS OTHERWISE NOTED ON OVERFLOW CROSS-SECTIONS. ANY WINDOW WELLS ADJACENT TO DETENTION BASINS OR OVERFLOW ROUTES MUST BE 18" ABOVE H.W.L.
 - THE FINISHED TOPSOIL ELEVATION AT THE FOUNDATION SHOULD GENERALLY BE 0.7 FEET BELOW THE TOP OF FOUNDATION ELEVATION UNLESS INDICATED OTHERWISE.
 - G/F - INDICATES THE PROPOSED DROPPED GARAGE FLOOR ELEVATION IF NECESSARY.
 - L.O. OR W.O. - INDICATES THOSE LOTS WHERE A "LOOK-OUT" (L.O.) OR "WALK-OUT" (W.O.) BASEMENT CAN BE CONSTRUCTED. THE REQUIRED ELEVATION OF THE LOWEST FOUNDATION OPENING IS GIVEN. IF A LOOK-OUT OR WALK-OUT BASEMENT IS NOT DESIRED, A DETAILED GRADING PLAN OF THE ALTERNATE DESIGN MUST BE SUBMITTED TO THE GOVERNING AUTHORITY.
 - D.S. - INDICATES DROP SIDING IS SUGGESTED TO MINIMIZE REAR YARD SLOPES. DROP SIDING CAN BE MODIFIED AS NECESSARY AS LONG AS POSITIVE DRAINAGE IS ACHIEVED.
 - INDICATES AVERAGE BUILDING PRODUCT ENVELOPE (SEE MASS EARTHWORK SECTION FOR BUILDING PAD DETAILS).
 - ACCENTED SIDES OF FOUNDATION ARE INTENDED TO INDICATE THE APPROXIMATE LOCATION WHERE A LOOK-OUT OR WALK-OUT BASEMENT MAY BE CONSTRUCTED OR TO INDICATE THAT SPECIAL CONSTRUCTION MEASURES MUST BE EMPLOYED IN ORDER TO MINIMIZE SIDE YARD, REAR YARD AND / OR FRONT YARD GRADIENTS (E.G. DROPPED SIDING, STEPPED FOUNDATION, RETAINING WALL, ETC.) - SEE NOTES ABOVE FOR FURTHER DETAILS.
 - LOT DIMENSIONS SHOWN ON THIS PLAN MAY NOT NECESSARILY CORRESPOND TO THE PLATTED DIMENSIONS. REFER TO THE FINAL RECORDED PLAT OF SUBDIVISION.
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 - INDICATES THE LOCATION AND DIRECTION OF OVERLAND DRAINAGE. ASSUMING STORM SEWER IS FULL OR IS BLOCKED, THAT MUST BE RESPECTED IN ALL FINAL GRADING OPERATIONS (SEE DETAIL).
 - DENOTES AREA WHERE GRANULAR TRENCH BACKFILL IS REQUIRED.
 - (ELEV.) - INDICATES EXISTING ELEVATION.
 - DENOTES EXISTING UTILITY TO BE REMOVED.
 - INDICATES DRIVEWAY LOCATION.
 - INDICATES PVC SUMP DRAIN CONDUIT. IF NO SUMP SHOWN BUILDING IS SLAB ON GRADE.
 - INDICATES BITUMINOUS PATH.
 - INDICATES REVERSE PITCH CUTTER FLAG.
 - INDICATES DEPRESSION CURB.
 - INDICATES B6.12 CURB & GUTTER.
 - INDICATES B6.24 CURB & GUTTER.
 - PROPOSED FLOODPLAIN.
 - EXISTING FLOODPLAIN BASED ON FEMA F.I.R.M. PANEL.
 - EXISTING FLOODPLAIN BASED ON CEMCON MODEL.
 - EXISTING DRAIN TILE.
 - INDICATES TREES TO BE PRESERVED IF IN GOOD CONDITION. SEE LANDSCAPE PLANS FOR FURTHER INFORMATION.
 - DENOTES WHERE SIDEWALK IS LOWER THAN CURB.
 - DENOTES DETECTABLE WARNING STRIP.
 - CLAY COLLAR BULKHEAD (SEE DRAINAGE DETAIL SHEET)
 - MAXIMUM DRIVEWAY SLOPE IS 8%. SOME BUILDINGS WILL NEED TO BE MOVED BACK FROM R.O.W. THE INDICATED AMOUNT TO MEET THE SLOPE REQUIREMENTS.



PLOT FILE CREATED: 7/13/2020 7:45 AM BY LESLIE LUNDBERG DRAWING LAST SAVED: 7/13/2020 7:43 AM BY LESLIE LUNDBERG DRAWING PATH: P:\402136\DWG\ENR\DRAWINGS\FINAL\DRAWINGS\CONCRETE.DWG

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PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
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CEMCON, Ltd.
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 Aurora, Illinois 60502-9675
 PH: 630.862.2100 Fax: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

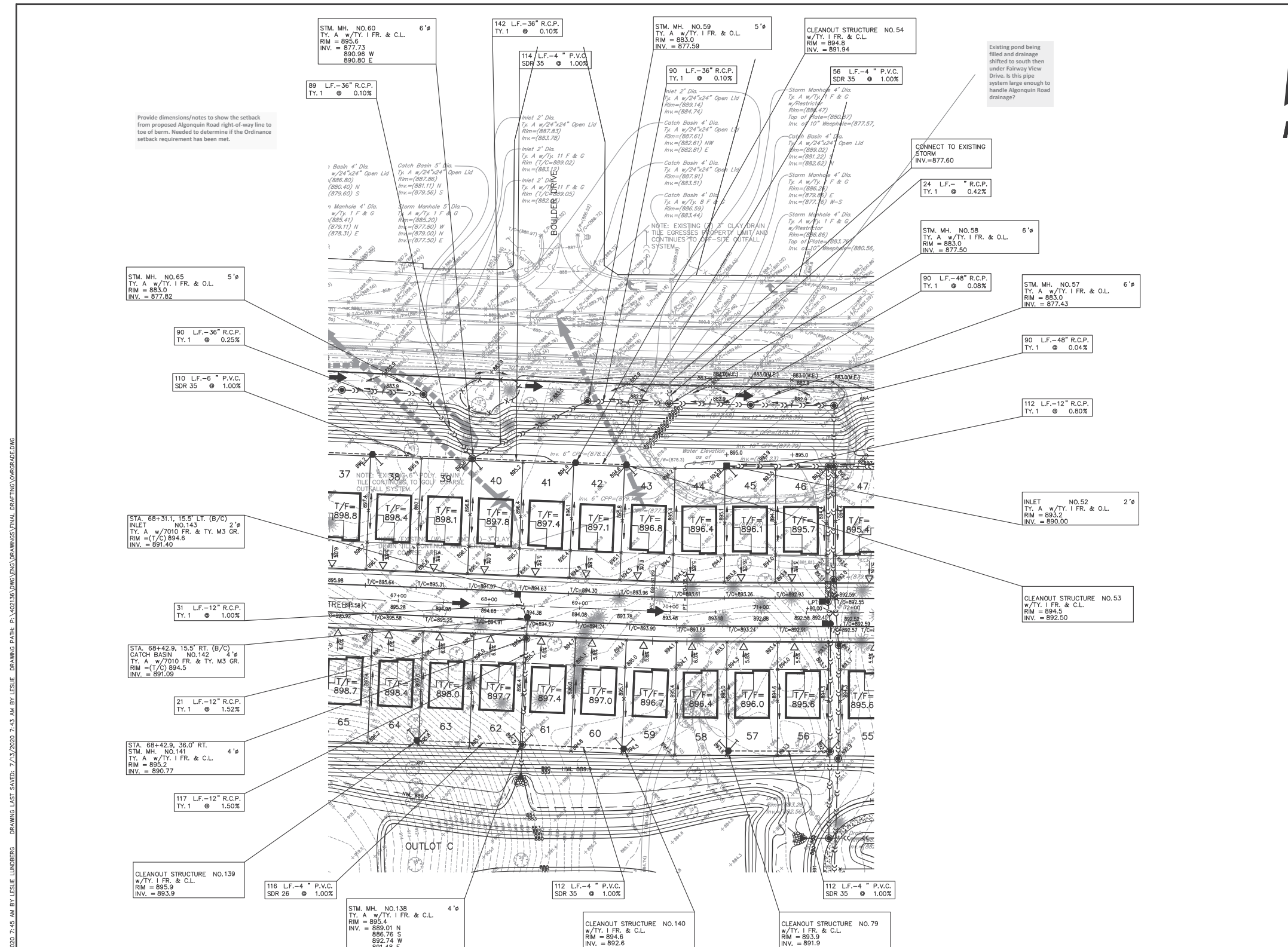
NO.		DATE		DESCRIPTION	

DRAINAGE AND GRADING PLAN

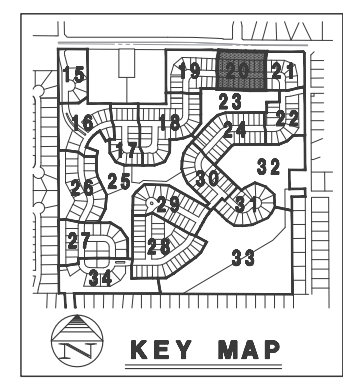
TRAILS OF WOODS CREEK - PHASE 1 & 2

FILE NAME: OVRGRADE	DSGN. BY: CRM	JOB NO.: 402136	FLD. BK./PG.:	SHEET NO.
DIR: 402136	DRN. BY: LAL	DATE: 07-10-20	SCALE: 1" = 50'	19 of 52

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 - ACCENTED SIDES OF PROPOSED HOUSE FOUNDATIONS ARE INTENDED TO INDICATE THE APPROXIMATE LOCATION WHERE A LOOK-OUT OR WALK-OUT BASEMENT MAY BE CONSTRUCTED OR TO INDICATE THAT SPECIAL CONSTRUCTION MEASURES MUST BE EMPLOYED IN ORDER TO MINIMIZE SIDE YARD, REAR YARD AND / OR FRONT YARD GRADIENTS (E.G. DROPPED SIDING, STEPPED FOUNDATION, RETAINING WALL, ETC.) - SEE NOTES ABOVE FOR FURTHER DETAILS.
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PLOT FILE CREATED: 7/13/2020 7:45 AM BY LESLIE LUNDBERG DRAWING PATH: P:\402136\OVRGRADE\DRAWINGS\FINAL\DRAWINGS\OVRGRADE.DWG

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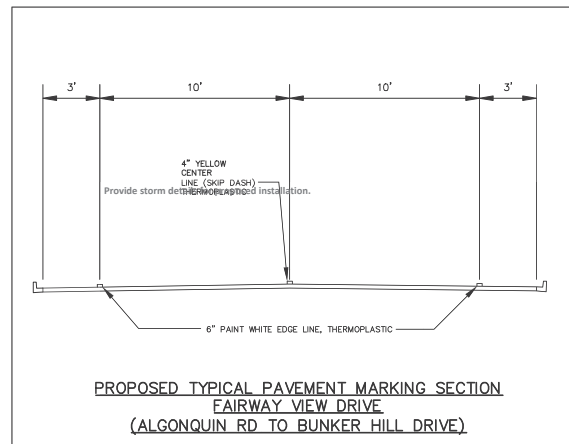
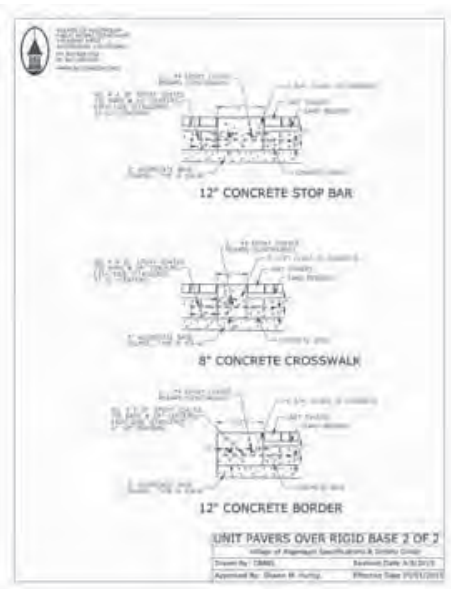
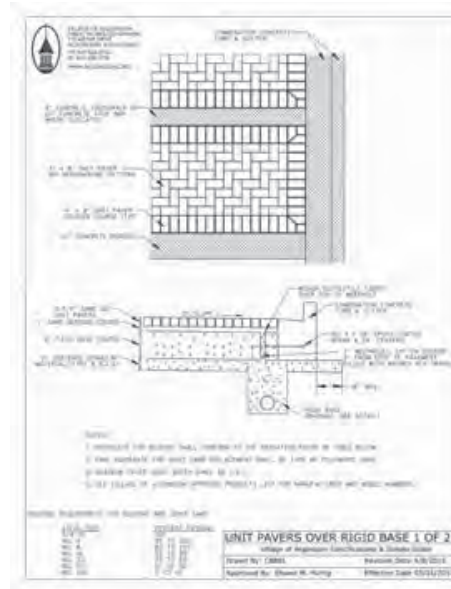
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NO.		DATE		DESCRIPTION	

DRAINAGE AND GRADING PLAN
TRAILS OF WOODS CREEK - PHASE 1 & 2

FILE NAME: OVRGRADE	DSGN. BY: CRM	JOB NO.: 402136	FLD. BK./PG.:	SHEET NO.
DIR: 402136	DRN. BY: LAL	DATE: 07-10-20	SCALE: 1" = 50'	20 of 52

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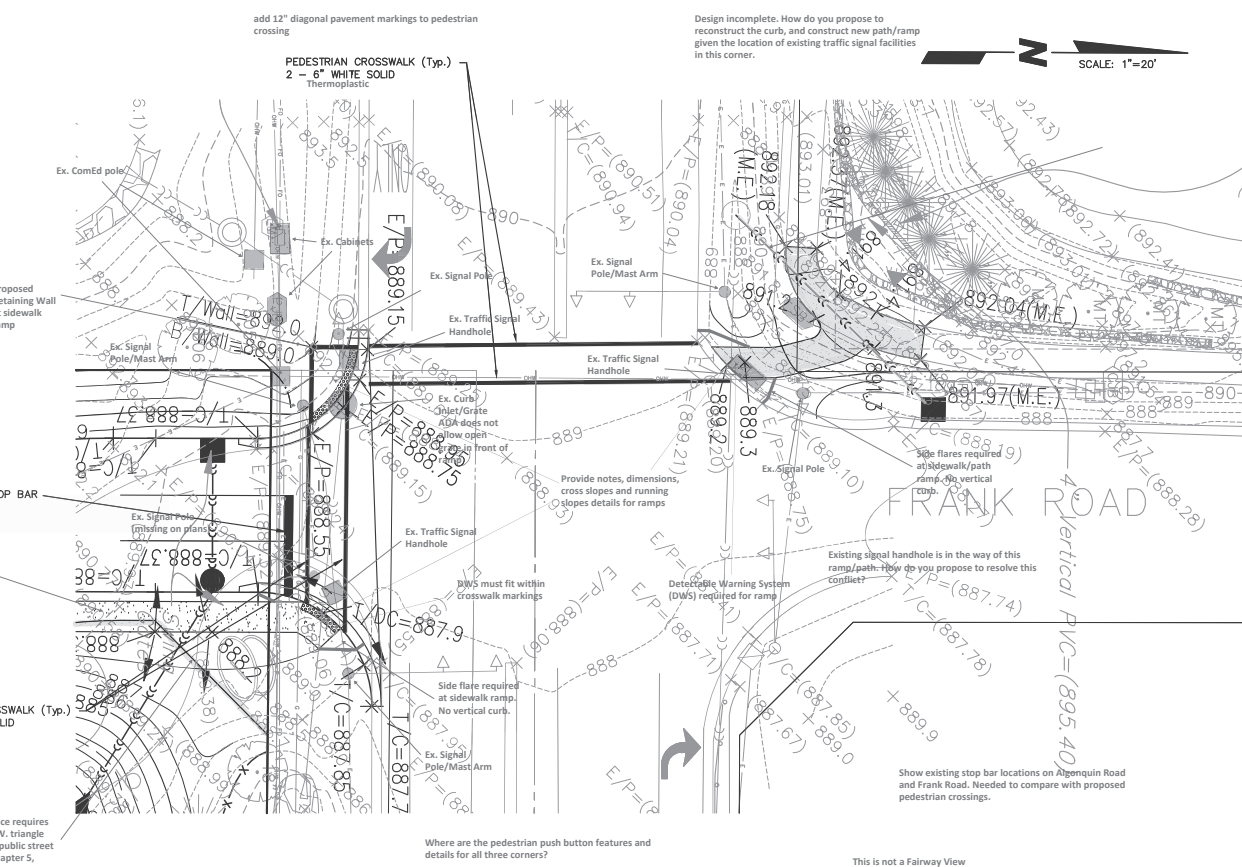
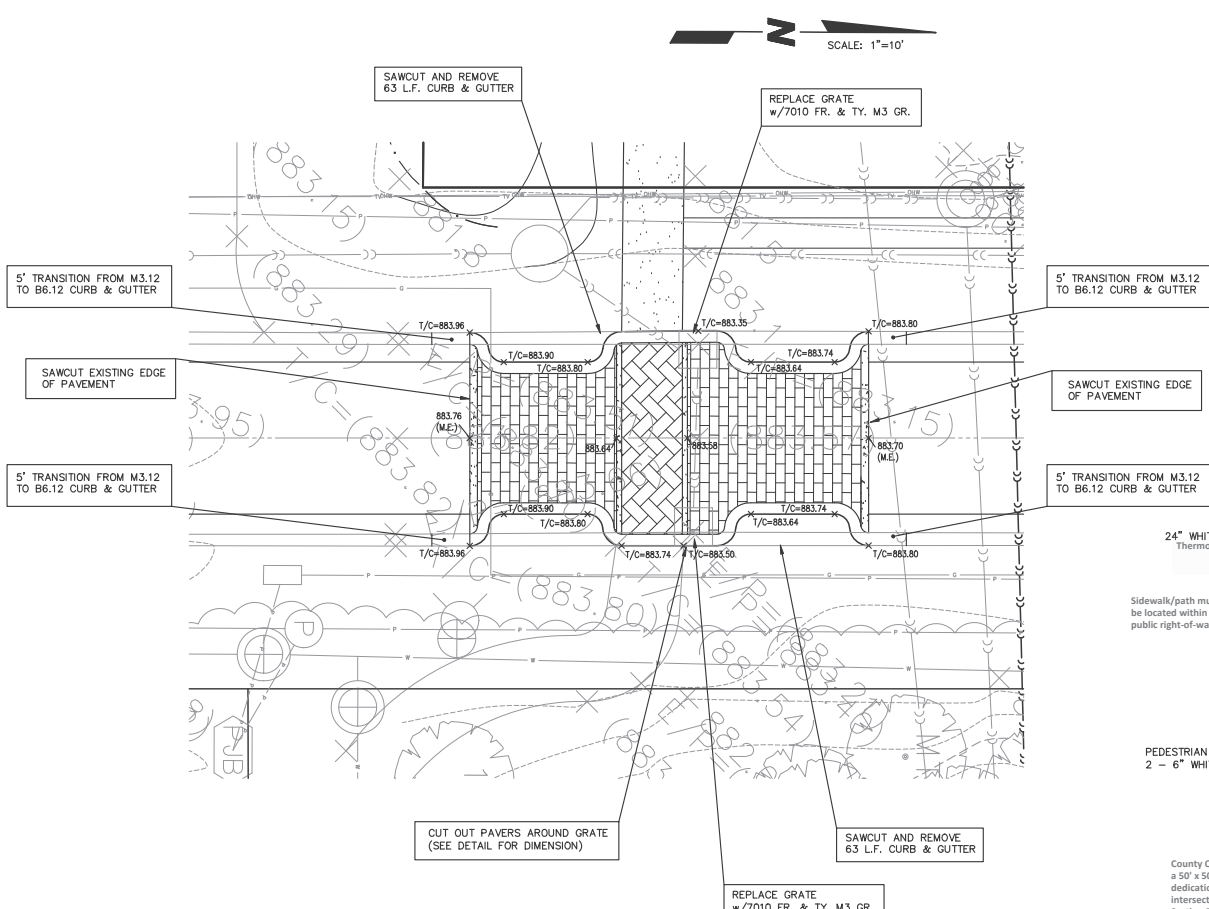


Traffic signal modifications must follow MCDOT's Traffic Signal Design Guidelines

The Design Guidelines can be found here under publications:
<https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/maps-and-traffic-counts>

Multiple conflicts with existing facilities need to be addressed. Not enough detail provided regarding relocation.

The intersection with Algonquin/Frank/Street A needs to be shown on a separate sheet with more notes and design details provided.



PLOT FILE CREATED: 7/13/2020 8:52 AM BY LESLIE LUMBERG DRAWING LAST SAVED: 7/13/2020 8:51 AM BY LESLIE LUMBERG DRAWING PATH: P:\402136\WORKING\DRAWINGS\FINAL\DRAWING\FAIRWAY VIEW IMPROV.DWG

PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, ILLINOIS 60173
(847) 230-5400

PREPARED BY:
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2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

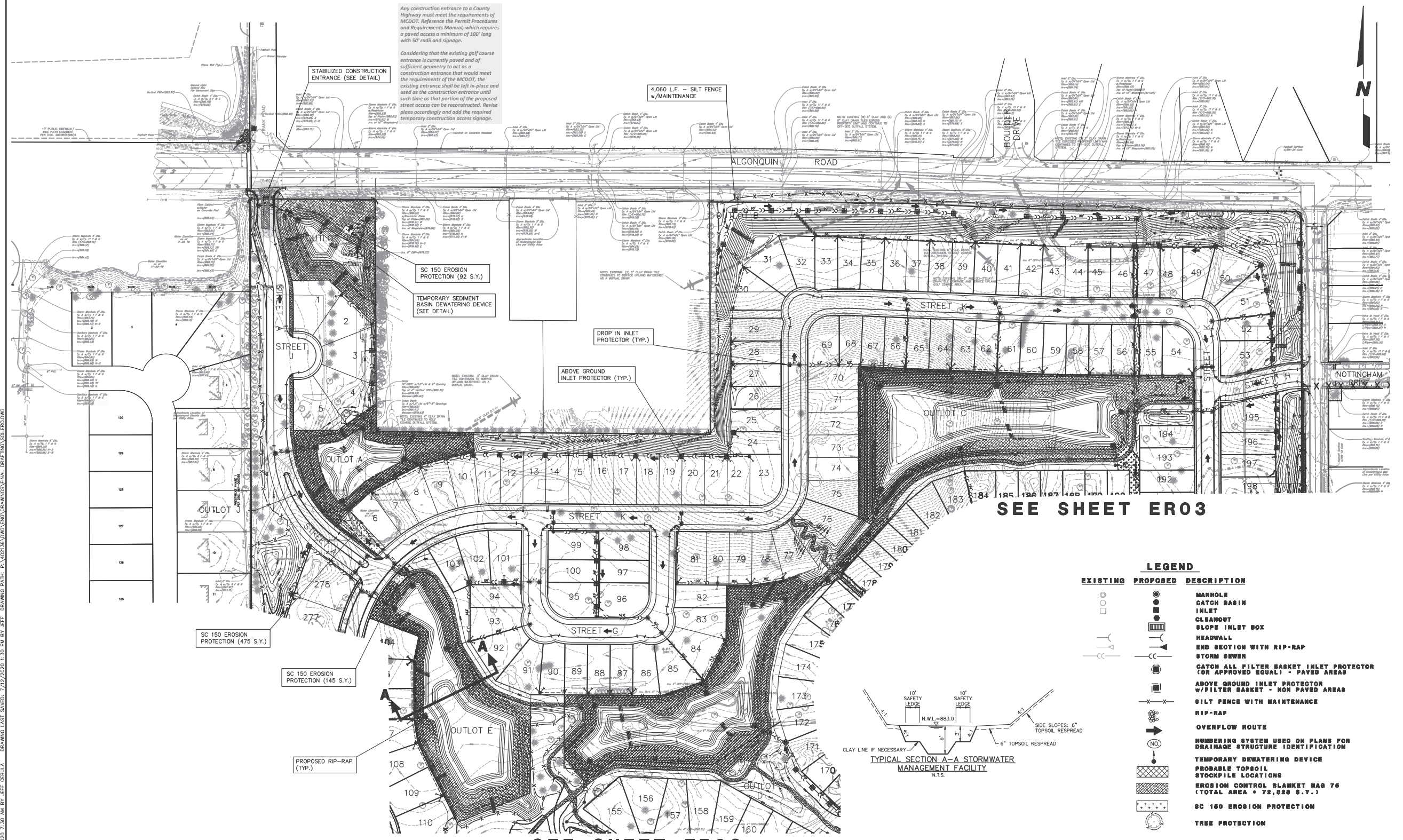
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NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE

FAIRWAY VIEW IMPROV - PLAN 02

TRAILS OF WOODS CREEK - PHASE 1 & 2

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DIR: 402136	DRN. BY: LAL	DATE: 07-10-20	SCALE: 1" = VARIES	36 of 52

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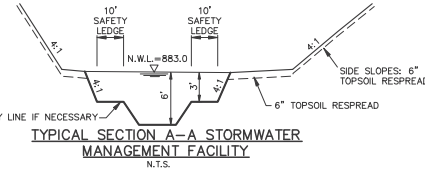


SEE SHEET ER03

SEE SHEET ER03

LEGEND

EXISTING	PROPOSED	DESCRIPTION
○	●	MANHOLE
□	■	CATCH BASIN
○	●	INLET
○	●	CLEANOUT
□	■	SLOPE INLET BOX
—	—	HEADWALL
—	—	END SECTION WITH RIP-RAP
—	—	STORM SEWER
—	—	CATCH ALL FILTER BASKET INLET PROTECTOR (OR APPROVED EQUAL) - PAVED AREAS
—	—	ABOVE GROUND INLET PROTECTOR w/FILTER BASKET - NON PAVED AREAS
—	—	SILT FENCE WITH MAINTENANCE
—	—	RIP-RAP
—	—	OVERFLOW ROUTE
NO	NO	NUMBERING SYSTEM USED ON PLANS FOR DRAINAGE STRUCTURE IDENTIFICATION
—	—	TEMPORARY DEWATERING DEVICE
—	—	PROBABLE TOPSOIL STOCKPILE LOCATIONS
—	—	EROSION CONTROL BLANKET MAG 76 (TOTAL AREA = 72,828 S.Y.)
—	—	SC 150 EROSION PROTECTION
—	—	TREE PROTECTION



PLOT FILE CREATED: 7/12/2020, 7:30 AM BY: JEFF CEBULA. DRAWING LAST SAVED: 7/12/2020, 1:30 PM BY: JEFF. DRAWING PATH: P:\402136\DWG\ENG\DRAWINGS\FINAL\DRAWING\SOILERO.DWG

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 SCHAUMBURG, ILLINOIS 60173
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NO.		DATE	DESCRIPTION	REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

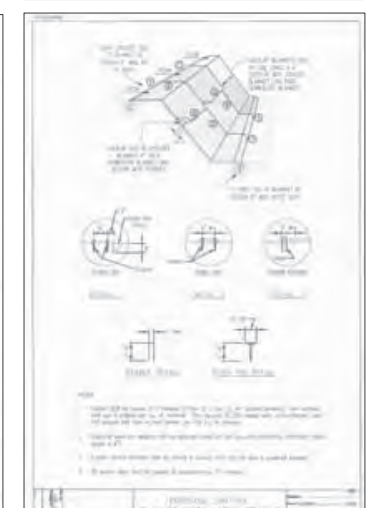
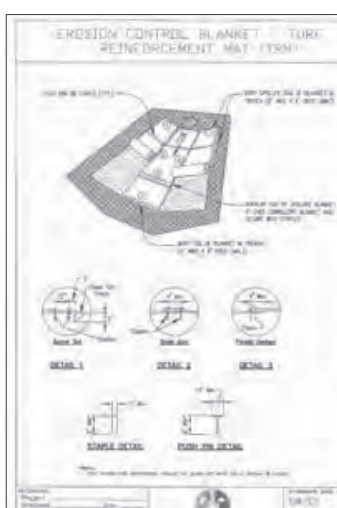
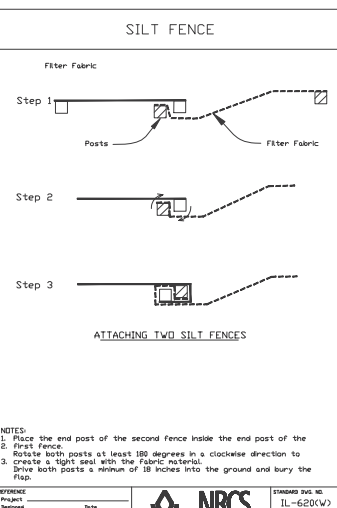
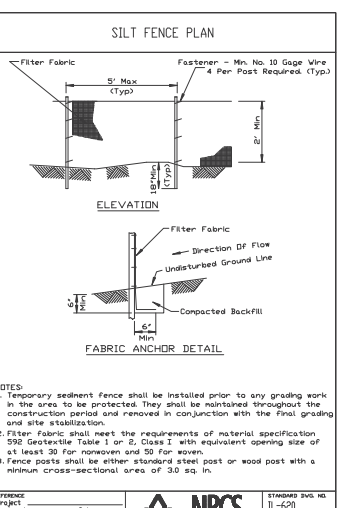
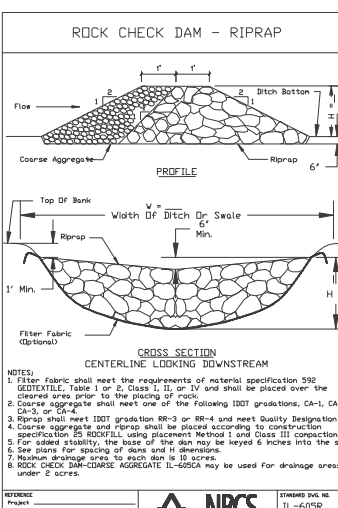
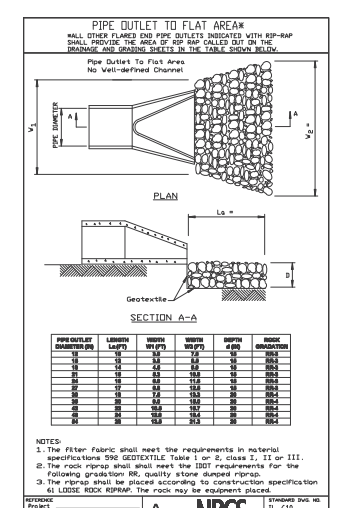
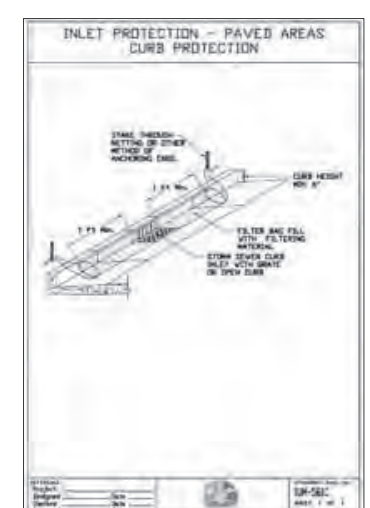
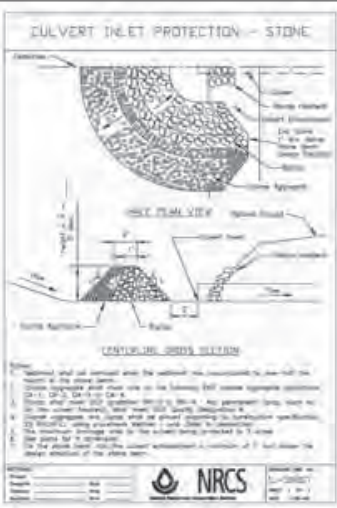
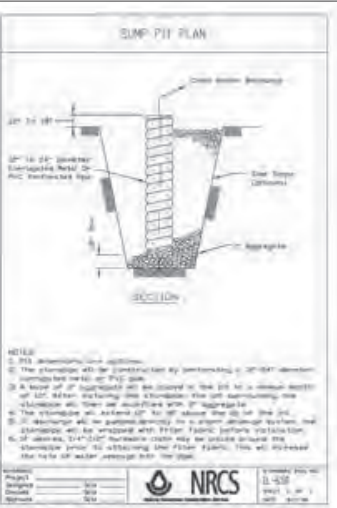
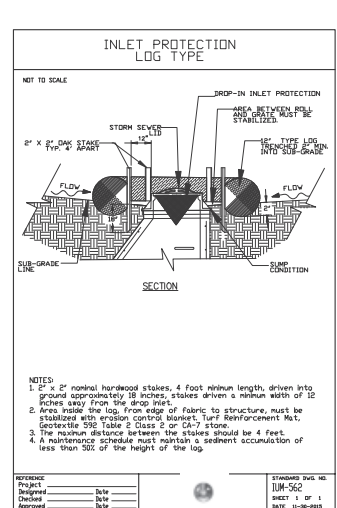
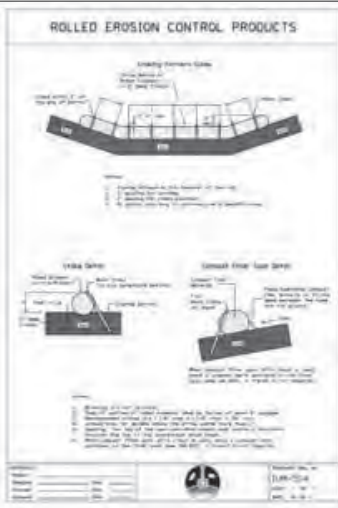
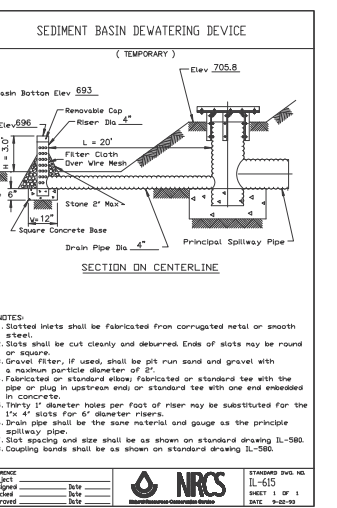
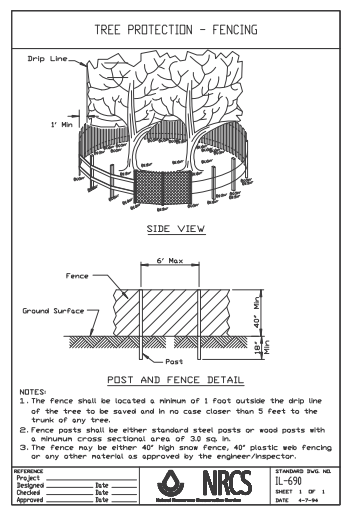
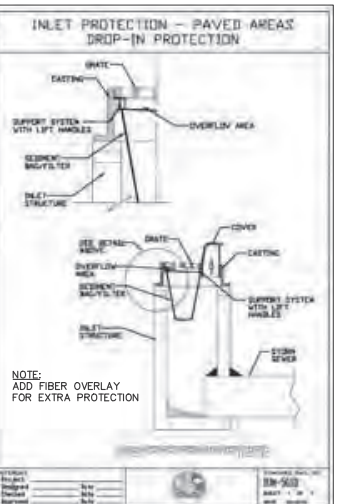
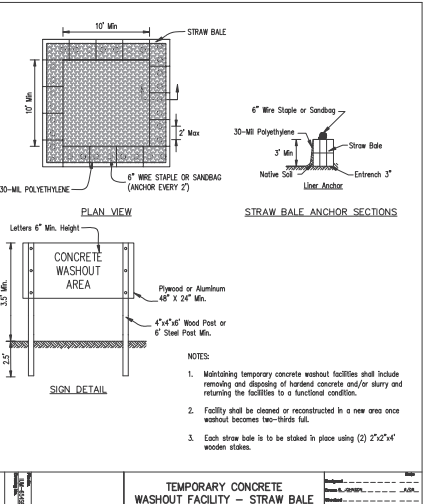
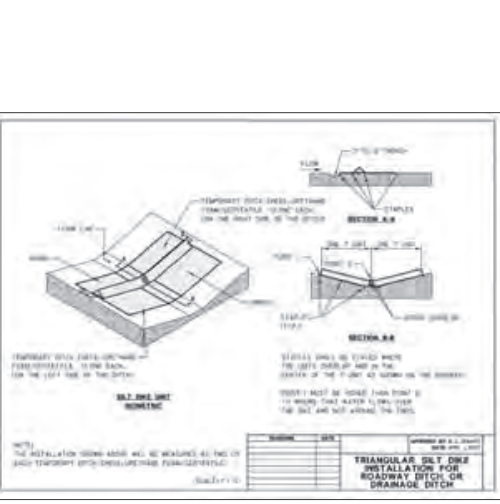
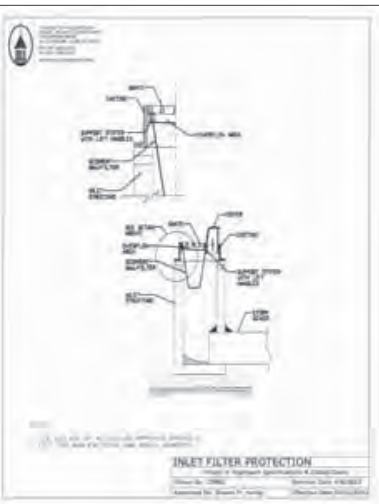
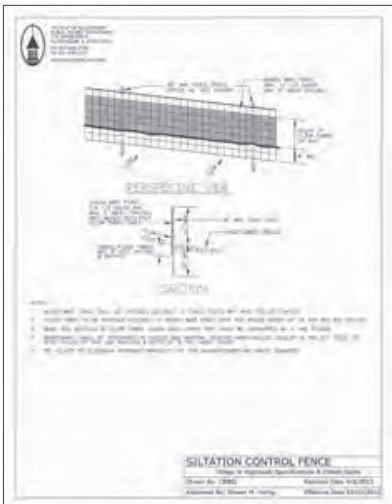
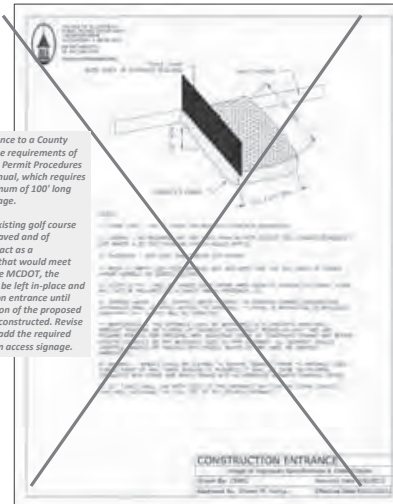
TRAILS OF WOODS CREEK - PHASE 1 & 2

FILE NAME: SOILERO	DSGN. BY: CRM	JOB NO.: 402136	FLD. BK./PG.:	SHEET NO.
DIR: 402136	DRN. BY: LAL	DATE: 07-10-20	SCALE: 1" = 100'	ER01 of ER05

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Any construction entrance to a County Highway must meet the requirements of MCDOT. Reference the Permit Procedures and Requirements Manual, which requires a paved access a minimum of 100' long with 50' radii and signage.

Considering that the existing golf course entrance is currently paved and of sufficient geometry to act as a construction entrance that would meet the requirements of the MCDOT, the existing entrance shall be left in-place and used as the construction entrance until such time as that portion of the proposed street access can be reconstructed. Revise plans accordingly and add the required temporary construction access signage.



PREPARED FOR:
PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHAMBURG, ILLINOIS 60173
 (847) 230-5400

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60502-9675
 Ph: 630.862.2100 Fax: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

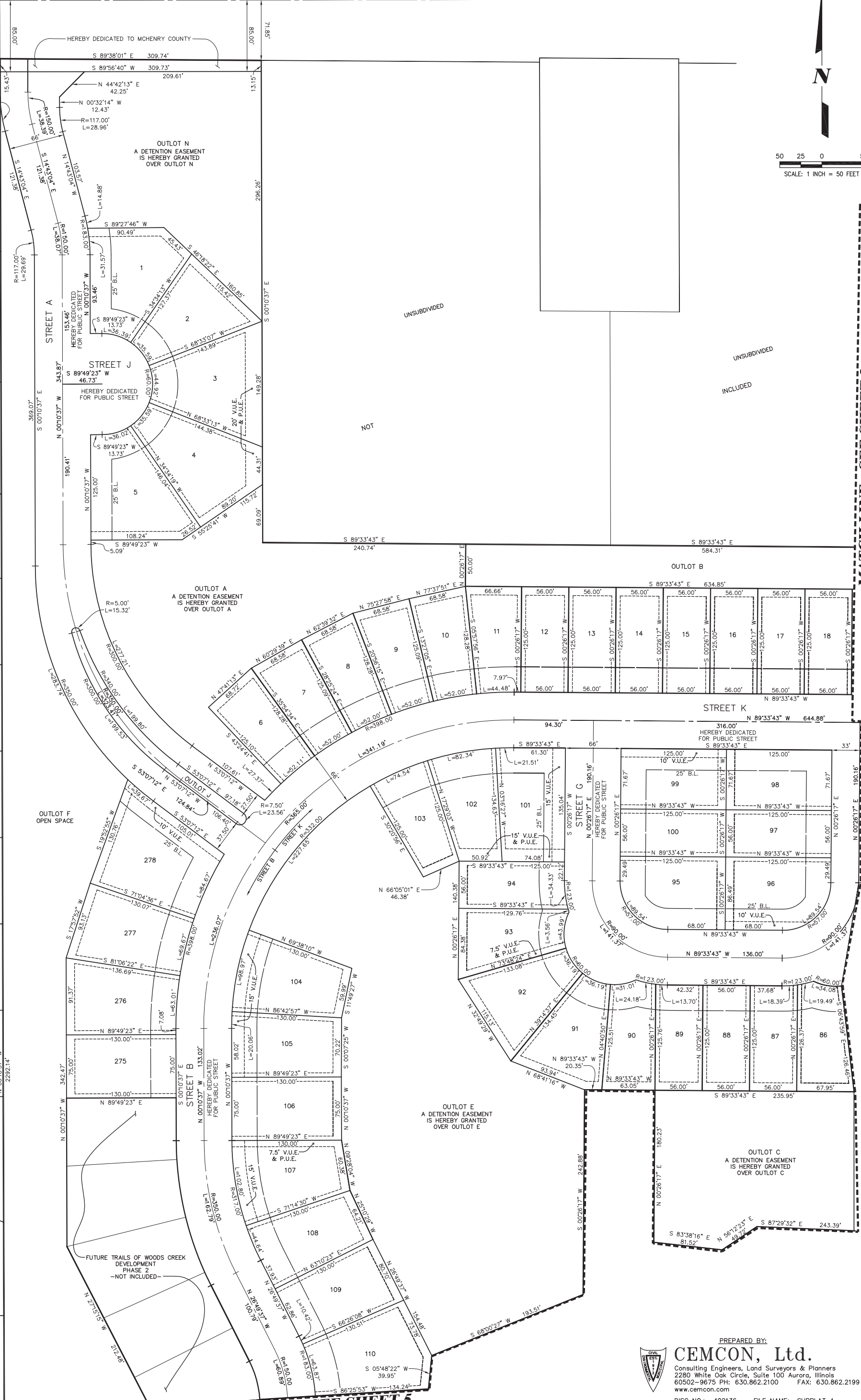
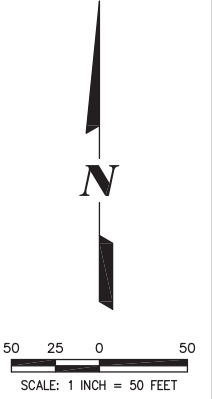
NO.		DATE		DESCRIPTION	

SOIL EROSION AND SEDIMENTATION CONTROL DETAILS			
TRAILS OF WOODS CREEK - PHASE 1 & 2			
FILE NAME: SOILERO	DSGN. BY: CRM	JOB NO.: 402136	FLD. BK./PG.:
DIR: 402136	DRN. BY: LAL	DATE: 07-10-20	SCALE: 1" = N.T.S.
SHEET NO.			ER04 of ER05

PLOT FILE CREATED: 7/13/2020 7:30 AM BY: JEFF CEBULA DRAWING LAST SAVED: 7/13/2020 1:30 PM BY: JEFF CEBULA DRAWING PATH: P:\402136\WORK\DRAWINGS\FINAL\DRAWING\SOILERO.DWG

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ALGONQUIN ROAD



HEREBY DEDICATED TO MCHENRY COUNTY

OUTLOT N
A DETENTION EASEMENT
IS HEREBY GRANTED
OVER OUTLOT N

HEREBY DEDICATED
FOR PUBLIC STREET

HEREBY DEDICATED
FOR PUBLIC STREET

OUTLOT A
A DETENTION EASEMENT
IS HEREBY GRANTED
OVER OUTLOT A

OUTLOT F
OPEN SPACE

HEREBY DEDICATED
FOR PUBLIC STREET

FUTURE TRAILS OF WOODS CREEK
DEVELOPMENT
PHASE 2
-NOT INCLUDED-

UNSUBDIVIDED

NOT

OUTLOT B

STREET K

HEREBY DEDICATED
FOR PUBLIC STREET

STREET G

HEREBY DEDICATED
FOR PUBLIC STREET

OUTLOT E
A DETENTION EASEMENT
IS HEREBY GRANTED
OVER OUTLOT E

OUTLOT C
A DETENTION EASEMENT
IS HEREBY GRANTED
OVER OUTLOT C

UNSUBDIVIDED
INCLUDED

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 5

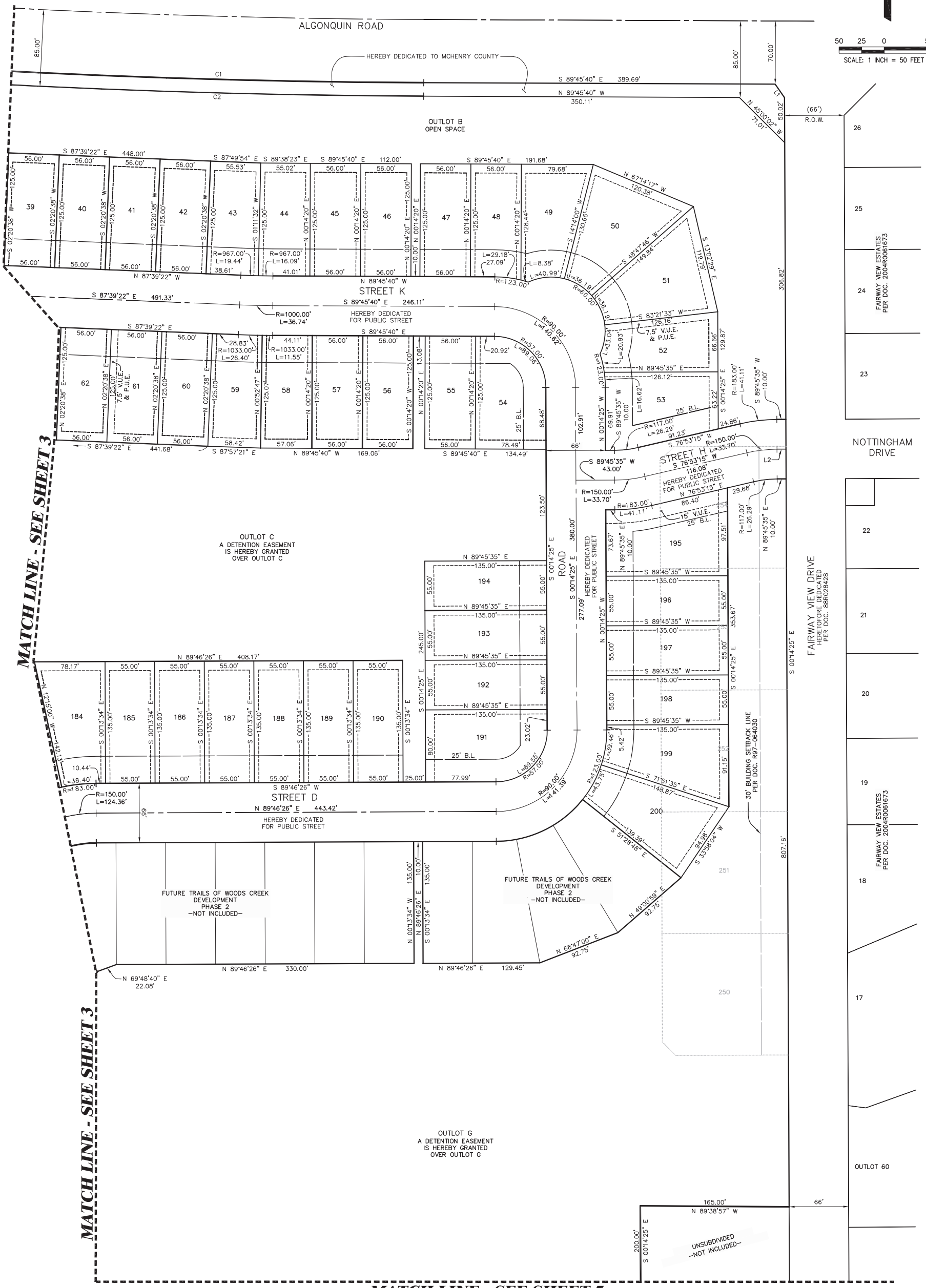
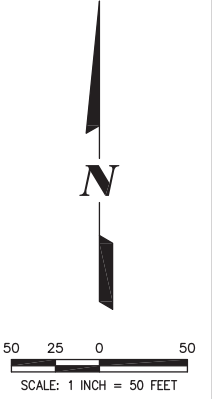


PREPARED BY:
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60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 402136 FILE NAME: SUBPLAT-1
DRAWN BY: AUB FLD. BK. / PG. NO.: D83\51-54
COMPLETION DATE: 07-10-20 JOB NO.: 402.136
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CURVE TABLE			
CURVE	RADIUS	LENGTH	BEARING
C1	9805.00'	499.18'	S 88°18'09" E
C2	9820.00'	499.94'	N 88°18'09" W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 34°33'48" E	18.24'
L2	S 89°45'35" W	10.00'



MATCH LINE - SEE SHEET 3

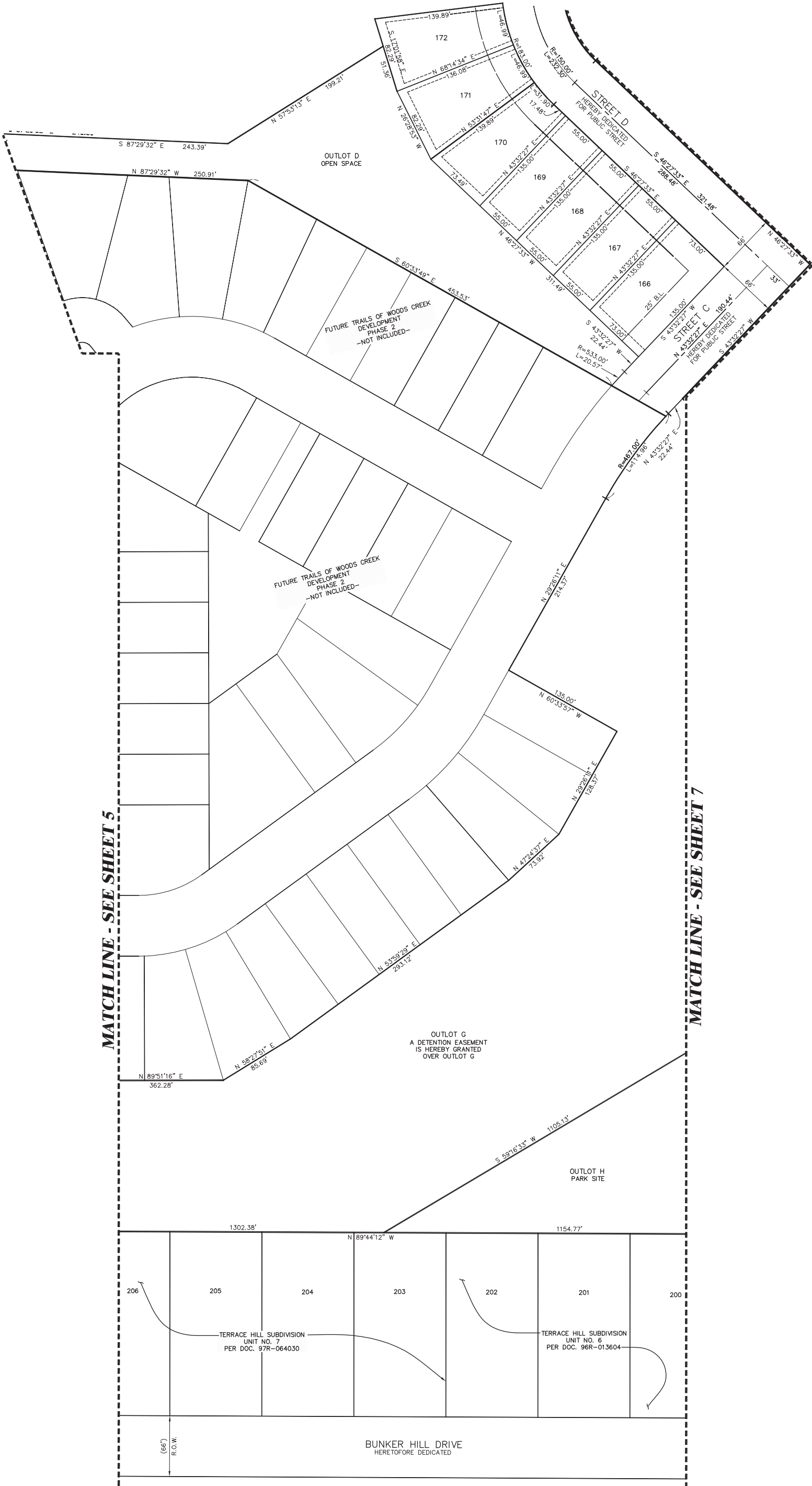
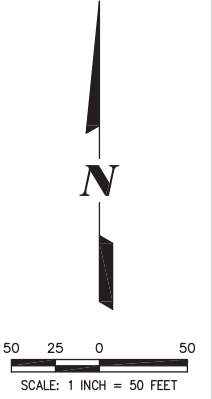
MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 7

- 26
- 25
- 24
- 23
- 22
- 21
- 20
- 19
- 18
- 17
- OUTLOT 60

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 COMPLETION DATE: 07-10-20 JOB NO.: 402.136
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MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 7

OUTLOT G
A DETENTION EASEMENT
IS HEREBY GRANTED
OVER OUTLOT G

OUTLOT H
PARK SITE

TERRACE HILL SUBDIVISION
UNIT NO. 7
PER DOC. 97R-064030

TERRACE HILL SUBDIVISION
UNIT NO. 6
PER DOC. 96R-013604

BUNKER HILL DRIVE
HERETOFORE DEDICATED

(66')
R.O.W.



PREPARED BY:
CEMCON, Ltd.

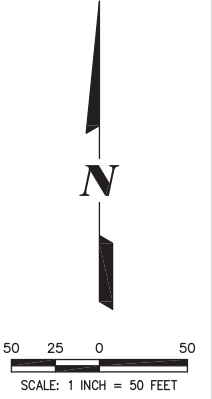
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
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DISC NO.: 402136 FILE NAME: SUBPLAT-1
DRAWN BY: AJB FLD. BK. / PG. NO.: D83\51-54
COMPLETION DATE: 07-10-20 JOB NO.: 402.136

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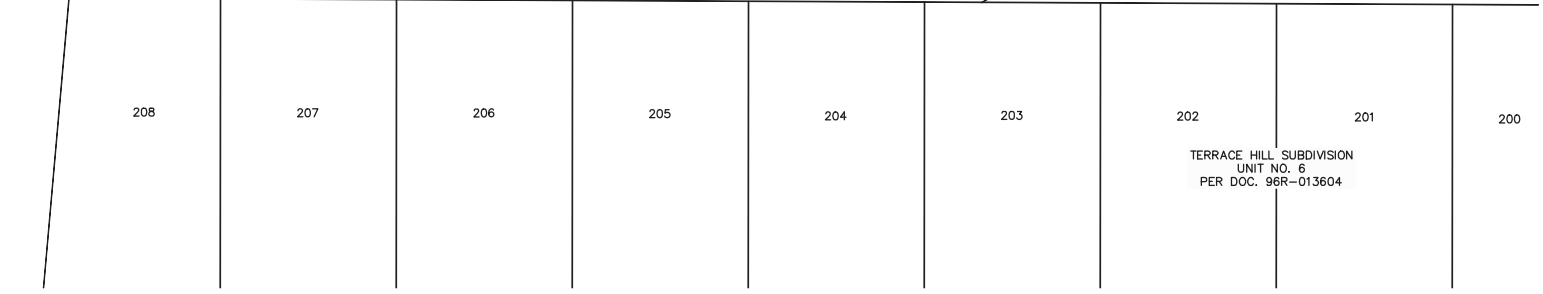
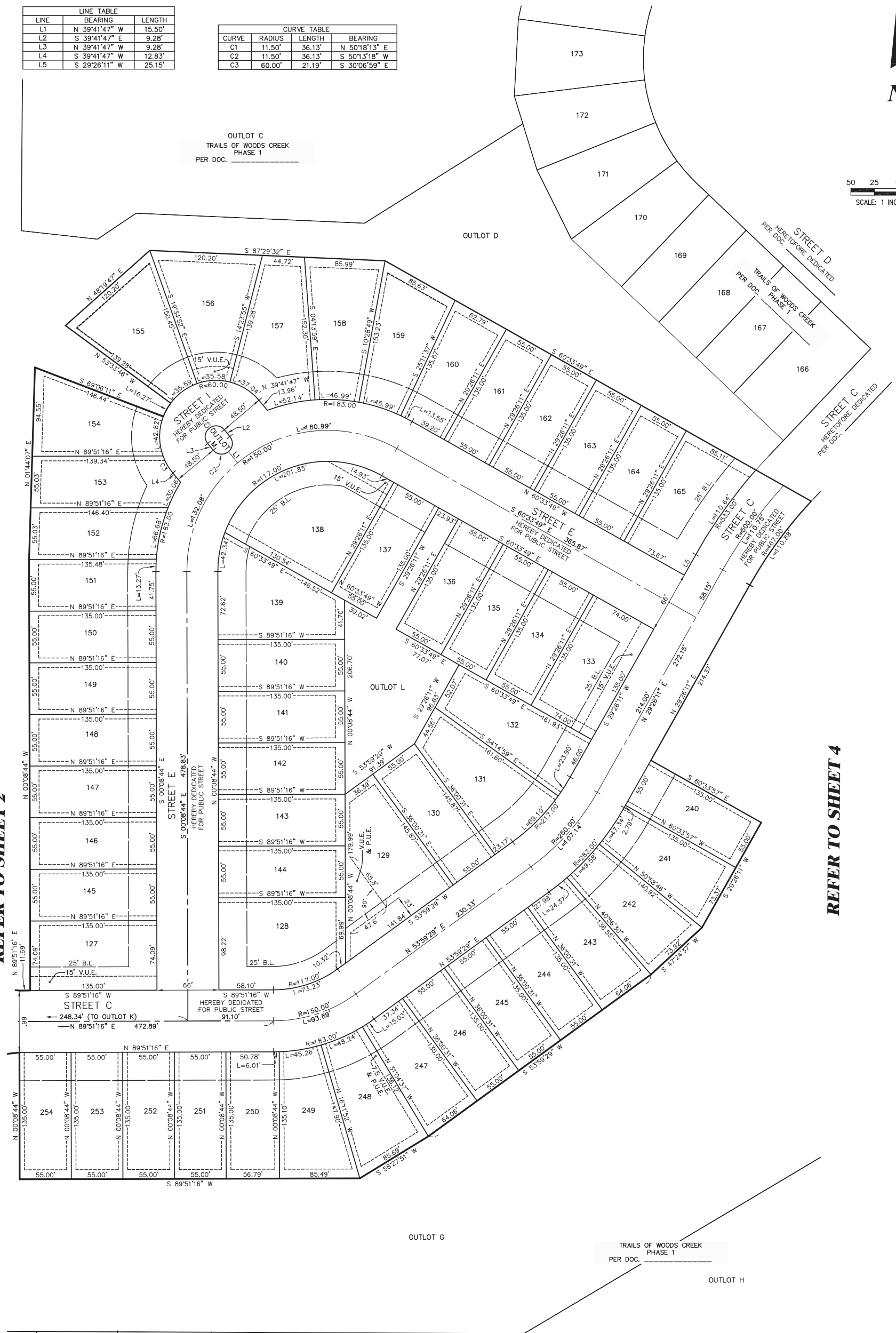
LINE	BEARING	LENGTH
L1	N 39°41'47" W	15.50'
L2	S 39°41'47" E	9.28'
L3	N 39°41'47" W	9.28'
L4	S 39°41'47" W	12.83'
L5	S 29°26'11" W	25.15'

CURVE	RADIUS	LENGTH	BEARING
C1	11.50'	36.13'	N 50°18'13" E
C2	11.50'	36.13'	S 50°13'18" W
C3	60.00'	21.19'	S 30°06'59" E



REFER TO SHEET 2

REFER TO SHEET 4



TRAILS OF WOODS CREEK PHASE 1 PER DOC. _____

TERRACE HILL SUBDIVISION UNIT NO. 6 PER DOC. 96R-013604



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 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 www.cemcon.com

DISC NO.: 402136 FILE NAME: SUBPLAT-2
 DRAWN BY: AJB FLD. BK. / PG. NO.: D83\51-54
 COMPLETION DATE: 07-09-20 JOB NO.: 402.136
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**VILLAGE OF ALGONQUIN
PLANNING AND ZONING COMMISSION
Meeting Minutes
August 10, 2020**

AGENDA ITEM 1: Roll Call to Establish a Quorum
Chair Patrician called the meeting to order at 7:33 pm.

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

Note: Commissioner Neuhalfen was present but could not be heard when speaking. His votes are recorded as absent for the record, since he could not be heard.

Staff Members present were: Russ Farnum, Community Development Director, and Brandy Quance, Village Attorney.

Before beginning regular business, Chair Patrician noted this was a virtual meeting and introduced Village Attorney Brandy Quance to provide an overview of the protocols for the meeting.

Quance noted the Village has determined in light of book open emergency and the Governor's gubernatorial order and the Village continuation of proclamation of local disaster, the Village President and the Chair of the Planning and Zoning Commission have determined that an in person meeting is not practical so we are holding this meeting remotely.

The Community Development Director is physically present at the regular meeting location. Quance asked that Commissioners confirm that they can hear all the other members as well as the petitioners so we'll just do that at the roll call notes for the public hearing.

AGENDA ITEM 2: Approval of Minutes from the July 13, 2020 Meeting.

Chair Patrician asked for a motion to approve the minutes of the July 13, 2020 meeting. Patrician noted the minutes from the February meeting were not prepared yet and would be ready at the next meeting.

Commissioner Sturznickel made a motion, seconded by Hoferle, to approve the minutes. Motion passed by roll call vote, 4-0-3 (Hoferle, Patrician, Sturznickel, and Szpekowski Aye, Laipert, Postelnick, Neuhalfen Absent).

AGENDA ITEM 3: Request for Final PUD and Final Plat Approval, Phases 1 and 2, Trails of Woods Creek

Case No. 2020-04 Pulte Home Corp. LLC

Petitioner: Patti Bernhard, Attorney, and Matt Brolley for Pulte Homes

Patrician asked Farnum for clarification that this was not a public hearing. Farnum confirmed that the Public Hearing had already been held and the zoning for this project granted. This was a follow up action by the Commission.

Patrician asked for the petitioners to present their case and comments. Patti Bernhard, Attorney representing Pulte, introduced herself and presented the project. Matt Brolley introduced himself

and noted several of their other design professionals were present to address any questions the Commission may have.

Bernhard noted the zoning and preliminary plats were approved by the Village Board in May and Pulte was now seeking approval of the final plats and plan. The Final Plan and Plats are in conformity with the preliminary plans. The project would be built in 2 phases, with 149 homes in the first phase and 129 homes in the second. All open space would be part of the first phase. Pulte is seeking the affirmative recommendation of the Plan Commission to move forward for approval by the Village Board.

Bernhard noted there were changes to the approved Preliminary that the Board required after the Plan Commission had taken action. She outlined a few of the changes which included removal of the commercial parcel and it worked out well for Pulte and the Village. Pulte will add traffic calming on Fairway View Drive, and the wetlands will be enhanced with 35 acres of overall public park space to be deeded to the Village. Pulte anticipates starting the project yet this fall, and having model homes opening in March 2021.

Chair Patrician thanked Bernhard for the presentation, and asked Farnum for some background. Farnum noted the submission was extensively reviewed by Staff and the review comments were in the Commission packet. There were several changes in the plan that occurred after the Commission had already reviewed the Preliminary PUD, which the Committee of the Whole reviewed twice with substantial more public input. Farnum noted Pulte has been cooperative in planning their project throughout the entire process, then returning with a plan that fulfilled all of the prior conditions of approval.

Farnum noted that Pulte had provided covenants and an HOA, but a backup SSA would still be required. The Public Works Department, Village Engineer, McHenry Division of Transportation, Fire Department, and Village planners had reviewed the submittals and had technical changes but recommended approval subject to five conditions outlined in the Staff Report, including final street names were subject to review and approval by the Fire Department and Village Public Works Department; no work begins prior to appropriate permits being issued; and the developers otherwise comply with the development agreement, and the approved preliminary plan and plats for the Trails of Woods Creek project.

Patrician asked if there were any Commission comments. Hoferle asked why delete the commercial parcel for more residential units. Brolley explained the neighbors had concerns over that use and it worked out better for Pulte and the Village to add five lots there for the model homes. Hoferle asked if the traffic calming would be speed bumps. Brolley explained it would be narrowing the street dramatically at the bike path crossing with brick pavers, similar to Bunker Hill Drive. Hoferle asked for selling prices, Brolley noted they are not finalized yet but generally the Shores would be starting at mid to high 200's and hopefully selling in the low to mid 300's; the Springs would be starting at 350 and closing upwards of 400, and the Estates would be selling around 450.

Sturznicke asked how the flooding at the southwest end of the property was being addressed. Brolley introduced engineer Anthony Falkowski of Cemcon who explained the additional

stormwater volume and elimination of constrictions downstream would help get the water out of that area faster. Farnum added the enhanced wetlands and overall drainage system would alleviate that flooding without flooding new land downstream to the east of Fairway View Drive or into Woods Creek.

Sturznickel noted he was glad to see the fences were being replaced on those properties that would lose their fences.

Szpekowski asked if there were to be three separate homeowners associations, or just one. Brolley noted there would be one association with jurisdiction over all three neighborhoods.

Szpekowski asked about the Algonquin Road crossing. Brolley noted it would be a crosswalk with pedestrian signals that ties the trails into the trail north of Algonquin Road. Szpekowski asked about the size of the tree replacements, Brolley introduced their Landscape Architect, Sharon Dickson, who noted the shade trees would be 3" diameter and the decorative or evergreens would be 6 to 8 feet tall. Per Village requirements there would be a large variety of trees, both fast and slow growing, that would be planted throughout the development.

Chair Patrician asked if Commissioner Neuhalfen had any comments. Hearing nothing, Patrician asked if the properties east of the entrance to Frank Road were included and what was planned for them. Brolley clarified those parcels were owned by others and were not part of the project.

With no other Commission questions or input, Chair Patrician asked for public comments. No one raised their hand nor asked to participate. Farnum confirmed no participants had raised their hand.

Patrician asked for a motion on case 2020-04. Sturznickel moved for approval of the request for Final PUD and Final Plats for Phase 1 and Phase 2 of TRAILS OF WOODS CREEK, consistent with the petition submitted by the developer, and the conditions recommended by staff. Second by Hoferle.

Patrician called for a roll call vote, which Farnum called. Motion passed by roll call vote, 4-0-3 (Hoferle, Patrician, Sturznickel, and Szpekowski Aye, Laipert, Postelnick, Neuhalfen Absent).

Chair Patrician called for Old/New Business. Hoferle asked about the status of the downtown project construction, noting LaFox River Drive had a lot going on. Farnum provided an update and noted part of the project includes all new water mains and a new gravity sanitary sewer line that will go all way to the WWTF, and help the Village eliminate several lift stations that are maintenance issues. Farnum noted the project was on schedule but the Village had several years of overall work left.

There being no other business, Patrician asked for a motion to adjourn. Sturznickel moved, second by Szpekowski, to adjourn the meeting. Motion passed by roll call vote, 4-0-3 (Hoferle, Patrician, Sturznickel, and Szpekowski Aye, Laipert, Postelnick, Neuhalfen Absent). Patrician declared the meeting adjourned at 8:17 pm.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: August 12, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Abatement of 2020 Pledged Taxes: Bond Series 2013*

The Village ordinance that was approved in relation to Bond Series 2013 (Wastewater Treatment Facility expansion) require that Kane and McHenry County Clerks to annually levy taxes to provide funds for payment of the principal and interest. The 2020 tax levy for this bond series is \$852,176.00.

The Village has historically abated property taxes for our General Obligation Bond Series. As a condition to abate the debt service in the tax levy, the Village is required to have funds on deposit sufficient to pay the principal and interest on the bonds when due.

Attached to this memorandum is a statement from the Treasurer certifying that sufficient funds are on deposit to pay the required principal and interest amounts.

Recommendation: Staff recommends approval of the tax abatement ordinance for Bond Series 2013. Staff will be available in advance of and at the Committee of the Whole meeting to answer any questions.

C: Susan Skillman, Comptroller

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)
COUNTY OF McHENRY)

RECEIPT OF VILLAGE TREASURER

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Treasurer of the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), and as such Village Treasurer, I do further certify as follows:

As of the date hereof, the Village has at my direction irrevocably deposited funds to secure required debt service in connection with the abated 2020 tax levy with Illinois Metropolitan Investment Fund to be used exclusively on behalf of the Village for the payment of principal and interest of the General Obligation Refunding Bonds, Series 2013.

The Village has all powers necessary under the applicable statutes, regulations and rulings and the governing body of the Village has taken all action necessary to authorize such action.

IN WITNESS WHEREOF, I hereunto affix my signature and the seal of the Village, this 12th day of August, 2020.

VILLAGE OF ALGONQUIN
McHenry and Kane Counties, Illinois

By Michael Kumbera
Village Treasurer

(VILLAGE SEAL)

ORDINANCE NUMBER 2020 -O-

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds, Series 2013, of the Village of Algonquin, McHenry and Kane Counties, Illinois.

* * *

WHEREAS, Division 6 of Article VII of the 1970 Constitution of the State of Illinois (the “**Constitution**”) provides that the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), is a home rule unit, and, as such, the Village is authorized to issue its full faith and credit obligations without first submitting the question of issuing such obligations to referendum approval; and

WHEREAS, pursuant to the provisions of the Constitution, the Village is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees (the “**Village Board**”) of the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), by an ordinance adopted on the 3rd day of December 2013 (the “**Ordinance**”), did provide for the issue of \$7,645,000 General Obligation Refunding Bonds, Series 2013 (the “**Bonds**”), of the Village and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, on the 18th day of December 2013, a duly certified copy of the Ordinance, executed by the Village officials in accordance therewith, for the Bonds, was filed in the offices of the County Clerks of The Counties of McHenry and Kane, Illinois (the “**County Clerks**”); and

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

The Taxes heretofore levied in the Ordinance for the Bonds for 2020 shall be abated as follows:

Year	Amount Levied	Amount to be Abated	Remainder of Tax to be Extended
2020	\$852,176.00	\$852,176.00	\$0.00

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with each of the County Clerks, and it shall be the duty of the County Clerks for the year 2020, to abate the taxes heretofore levied in and for the year 2020 for the Bonds and as shown hereinabove in Section 1 hereof.

This ordinance shall be in full force and effect forthwith upon its adoption.

Voting Aye:

Voting Nay:

Abstain:

Absent:

Debby Sosine, Acting Village President

(Seal)

ATTEST: _____
Gerald S. Kautz, Village Clerk

PASSED:

APPROVED:

PUBLISHED:



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 13, 2020

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Stoneybrook Park Reconstruction Project – OSLAD Grant

Tim, attached is a recommendation letter from John Heinz of Christopher B. Burke Engineering, a bid tab and all other back-up documentation for the Stoneybrook Park Reconstruction Project construction award. Bids were received and opened publicly on August 4th, 2020 at 10AM at the Ganek Municipal Center and read aloud. We had five responsible bids submitted, and some very competitive pricing compared to the engineer's estimate.

The low bidder was Copenhaver Construction, Inc. out of Gilberts, IL. The Village has had extensive experience working with this contractor, so we are confident that this company can complete the work on time and within budget. There was an error in their bid that was discovered that was more our fault than theirs, as there was a discrepancy between the bid specification document and the engineering plan set on how the bocce ball courts were to be constructed. The Village preferred the engineering plan set option, and the contractor bid the specification version. When we review the bids, Copenhaver's bocce ball number was far less than the other bidder. We asked that they submit a corrected amount for the item and the adjusted amount still made them the low bidder, and all bids were, therefore, equal. Just to be safe, and not to put the grant at risk, I contacted Ann Fletcher, our Grant Administrator, in Springfield to make sure that the Illinois Department of Natural Resources would not take exception. She confirmed no issue with the updated bid amount and allowing us to move forward with Copenhaver's adjusted contract.

The Village of Algonquin has \$700,000 budgeted in the fy20/21 budget to complete this project. The OSLAD (Open Space Land Acquisition and Development) Grant provides \$400,000 to augment our budget, leaving our local match at \$405,128.03, plus any contract change orders that may occur throughout the project. These are generally minimal on a well-documented 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 Copenhaver Construction, Inc in the amount of \$805,128.03.

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

August 13, 2020

Village of Algonquin
220 Harnish Drive
Algonquin, Illinois 60102

Attention: Robert Mitchard, Public Works Director

Subject: Stoneybrook Park Reconstruction – Bid Results
(CBBEL Project No. 070273.00117)

Dear Mr. Mitchard:

On Tuesday, August 4, 2020 at 10:00 AM bids were received and opened for the aforementioned project. Five (5) bids were received and are summarized below:

COMPANY	BID AMOUNT
Copenhaver Construction	\$757,863.03
Team REIL, Inc.	\$854,899.00
Great Lakes Landscape Co. Inc.	\$921,640.00
Integral Construction, Inc.	\$863,200.00
Martam Construction, Inc.	\$928,078.55

Copenhaver Construction is the apparent low bidder with the bid amount of \$757,863.03. Christopher B. Burke Engineering, Ltd. (CBBEL) reviewed the bid prices of the individual items and noted a significant difference between Copenhaver Construction and the other bidders. Please see the attached detailed bid amounts.

CBBEL contacted Copenhaver to determine the reason for this difference. Their response is as follows:

The bid for the Bocce Ball court was based upon on the following specification that included, 6" CA6, 1" crushed stone screenings, and 1"- 2" crushed granite and priced at \$2,500.00 each x 2 for a total of \$5,000.00.

To provide the two Bocce Ball Courts as detailed on the plans that include a concrete base, perimeter concrete containment curbs with wood bumpers, and a synthetic turf playing surface for two courts is an additional \$47,265.00. The following is the breakdown:

Perfect Turf	\$18,750.00
Mark-up 10%	\$1,875.00
Curb 380 LF @ \$24.00 LF	\$9,120.00
Concrete Pad 2,080 SF @ \$9.00 SF	\$18,720.00
Bumper 380 LF	\$3,800.00
	<hr/>
	Subtotal
	\$52,265.00
Original Bid Credit	(\$5,000.00)
	<hr/>
	Total
	\$47,265.00

Copenhaver Construction's revised bid amount is \$805,128.03, which is still the lowest of bid amounts.

CBBEL's estimate for the project at the time of the OSLAD application in 2019 was \$936,230.00. Due to the pandemic, many public projects have been put on hold which in turn is causing a very competitive bidding atmosphere. The Village and CBBEL have worked with Copenhaver Construction on previous projects and found them challenging to work with, but they achieved the completion of the project. CBBEL recommends accepting Copenhaver Construction's bid in the amount of \$805,128.00.

Attached please find the detailed bid tabulation for your review and files.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Heinz", with a stylized flourish extending to the right.

John Heinz
Senior Construction Manager

Enclosures

STONEBROOK PARK DETAILED BID TABULATION

8/5/2020

DESCRIPTION	CBBEL	COPENHAVER	TEAM REIL	GREAT LAKES	INTEGRAL	MARTAM
TREE REMOVAL (6 TO 15 UNITS DIAMETER)	\$1,500.00	\$750.00	\$1,590.00	\$3,300.00	\$1,485.00	\$1,500.00
TEMPORARY FENCE	\$2,800.00	\$1,600.00	\$4,880.00	\$8,200.00	\$2,640.00	\$4,800.00
TREE ROOT PRUNING	\$200.00	\$40.00	\$720.00	\$200.00	\$660.00	\$600.00
EARTH EXCAVATION	\$20,000.00	\$42,000.00	\$16,000.00	\$27,500.00	\$105,600.00	\$62,000.00
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$40,000.00	\$21,000.00	\$22,000.00	\$41,250.00	\$27,500.00	\$36,000.00
TRENCH BACKFILL	\$960.00	\$900.00	\$2,040.00	\$1,500.00	\$990.00	\$1,380.00
TOPSOIL EXCAVATION AND PLACEMENT	\$22,500.00	\$8,250.00	\$7,050.00	\$15,750.00	\$13,200.00	\$15,750.00
EXPLORATION TRENCH 84" DEPTH	\$2,000.00	\$300.00	\$1,040.00	\$1,400.00	\$1,430.00	\$1,340.00
SEEDING, CLASS 1	\$5,000.00	\$2,000.00	\$4,050.00	\$7,000.00	\$3,740.00	\$6,000.00
EROSION CONTROL BLANKET	\$18,000.00	\$9,000.00	\$10,800.00	\$13,950.00	\$7,425.00	\$11,250.00
SUPPLEMENTAL WATERING	\$300.00	\$0.03	\$159.00	\$5,500.00	\$149.00	\$3.00
TEMPORARY EROSION CONTROL SEEDING	\$2,000.00	\$50.00	\$2,350.00	\$5,000.00	\$2,200.00	\$2,750.00
PERIMETER EROSION BARRIER	\$4,200.00	\$2,400.00	\$3,960.00	\$5,400.00	\$2,640.00	\$4,200.00
INLET FILTERS	\$400.00	\$60.00	\$320.00	\$500.00	\$330.00	\$390.00
AGGREGATE BASE COURSE, TYPE B 6"	\$9,120.00	\$7,980.00	\$12,540.00	\$13,395.00	\$12,540.00	\$9,120.00
AGGREGATE BASE COURSE, TYPE B 10"	\$10,320.00	\$9,460.00	\$14,620.00	\$11,008.00	\$10,879.00	\$11,180.00
BITUMINOUS MATERIALS (PRIME COAT)	\$225.00	\$225.00	\$967.50	\$2,475.00	\$2,376.00	\$2.25
TEMPORARY RAMP	\$195.00	\$450.00	\$720.00	\$1,500.00	\$1,099.00	\$198.00
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	\$11,875.00	\$13,750.00	\$18,750.00	\$13,125.00	\$10,313.00	\$15,000.00
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	\$26,000.00	\$29,900.00	\$44,200.00	\$31,460.00	\$22,880.00	\$33,280.00
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	\$65,362.50	\$69,720.00	\$85,407.00	\$85,407.00	\$70,940.00	\$56,647.50
DETECTABLE WARNINGS	\$720.00	\$372.00	\$492.00	\$780.00	\$660.00	\$432.00
PAVEMENT REMOVAL	\$650.00	\$1,105.00	\$370.50	\$1,170.00	\$2,145.00	\$1,690.00
CURB REMOVAL	\$1,700.00	\$2,550.00	\$2,720.00	\$2,125.00	\$2,338.00	\$5,950.00
SIDEWALK REMOVAL	\$255.00	\$510.00	\$595.00	\$850.00	\$748.00	\$510.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	\$600.00	\$700.00	\$1,400.00	\$1,250.00	\$770.00	\$880.00
STORM SEWERS, CLASS A, TYPE 1 12"	\$14,000.00	\$15,000.00	\$6,400.00	\$18,000.00	\$11,000.00	\$10,600.00
PIPE UNDERDRAINS, FABRIC LINED TRENCH 4"	\$31,150.00	\$14,240.00	\$23,140.00	\$12,015.00	\$19,580.00	\$16,020.00
PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	\$10,800.00	\$4,860.00	\$8,370.00	\$4,185.00	\$8,910.00	\$6,480.00
CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	\$5,000.00	\$5,600.00	\$4,000.00	\$10,000.00	\$5,500.00	\$3,620.00
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	\$4,000.00	\$3,000.00	\$3,600.00	\$5,300.00	\$2,750.00	\$5,160.00
CONCRETE CURB, TYPE B	\$6,250.00	\$6,250.00	\$7,500.00	\$11,000.00	\$7,700.00	\$7,750.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	\$12,375.00	\$11,250.00	\$12,150.00	\$19,800.00	\$13,860.00	\$13,050.00
MOBILIZATION	\$30,000.00	\$38,000.00	\$8,920.00	\$12,000.00	\$7,803.00	\$25,000.00
SIGN PANEL - TYPE 1	\$100.00	\$300.00	\$400.00	\$200.00	\$165.00	\$132.00
METAL POST - TYPE A	\$150.00	\$700.00	\$200.00	\$250.00	\$55.00	
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	\$210.00	\$350.00	\$175.00	\$1,085.00	\$385.00	
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	\$400.00	\$1,200.00	\$200.00	\$450.00	\$440.00	
THERMOPLASTIC PAVEMENT MARKING - LINE 24"	\$120.00	\$240.00	\$72.00	\$252.00	\$264.00	
POROUS GRANULAR EMBANKMENT, SPECIAL	\$4,000.00	\$3,000.00	\$7,100.00	\$8,000.00	\$2,200.00	
INSTALL WATER SERVICE COMPLETE	\$2,000.00	\$5,500.00	\$4,400.00	\$30,325.00	\$8,250.00	\$1,860.00
MANHOLES, WITH RESTRICTOR PLATE	\$7,000.00	\$3,500.00	\$7,200.00	\$7,150.00	\$6,600.00	\$6,700.00
TRAFFIC CONTROL AND PROTECTION, SPECIAL	\$10,000.00	\$23,000.00	\$900.00	\$1,500.00	\$1,100.00	\$14,000.00
STABILIZED CONSTRUCTION ENTRANCE	\$6,000.00	\$3,000.00	\$5,280.00	\$4,800.00	\$1,980.00	\$3,360.00
CONSTRUCTION LAYOUT	\$8,000.00	\$14,000.00	\$10,400.00	\$15,000.00	\$14,630.00	\$14,000.00
DUST CONTROL WATERING	\$360.00	\$100.00	\$1,380.00	\$500.00	\$1,100.00	\$320.00
TYPE K COPPER PIPING, 1", INSTALLED IN A TRENCH	\$6,000.00	\$4,000.00	\$5,500.00	\$200.00	\$7,700.00	\$3,800.00
WATER METER & RPZ 1"	\$5,000.00	\$5,500.00	\$4,100.00	\$2,640.00	\$2,200.00	\$7,800.00
DRINKING WATER FOUNTAIN	\$2,000.00	\$6,000.00	\$7,450.00	\$11,250.00	\$6,474.00	\$6,260.00
DRINKING WATER FOUNTAIN CONCRETE FOUNDATION	\$500.00	\$2,000.00	\$950.00	\$2,300.00	\$550.00	\$1,800.00
CURB VALVE, 1"	\$500.00	\$1,200.00	\$410.00	\$275.00	\$1,650.00	\$480.00
CORPORATION STOP, 1"	\$1,500.00	\$1,200.00	\$470.00	\$275.00	\$1,100.00	\$1,060.00
CATCH BASIN, 24"	\$1,500.00	\$1,500.00	\$2,000.00	\$1,650.00	\$1,100.00	\$3,920.00
1-1/2" SDR 35 SANITARY SEWER DRAIN	\$200.00	\$1,300.00	\$490.00	\$120.00	\$110.00	\$660.00
ELECTRIC SERVICE INSTALLATION	\$1,000.00	\$670.00	\$590.00	\$6,400.00	\$759.00	\$2,800.00
METER MAIN PEDESTAL	\$1,500.00	\$1,400.00	\$770.00	\$1,837.00	\$1,320.00	\$1,970.00
8"X8" JUNCTION BOX	\$250.00	\$570.00	\$290.00	\$825.00	\$440.00	\$850.00
RECP TACLES	\$1,000.00	\$2,280.00	\$720.00	\$1,600.00	\$1,320.00	\$1,644.00
LIGHTING UNITS	\$1,500.00	\$1,760.00	\$1,140.00	\$1,320.00	\$1,320.00	\$1,400.00
CONDUIT ATTACHED TO STRUCTURE 3/4", RIGID GALVANIZED STEEL	\$5,200.00	\$4,400.00	\$950.00	\$1,450.00	\$3,300.00	\$1,500.00
UNDERGROUND CONDUIT 2", RIGID GALVANIZED STEEL	\$500.00	\$500.00	\$940.00	\$860.00	\$440.00	\$960.00
UNDERGROUND CONDUIT 1 1/2", SCHEDULE 40, PVC	\$900.00	\$2,700.00	\$3,900.00	\$2,212.50	\$1,980.00	\$2,250.00
ELECTRIC CABLE IN CONDUIT, 3-1/C #2	\$90.00	\$360.00	\$900.00	\$1,395.00	\$330.00	\$1,560.00
ELECTRIC CABLE IN CONDUIT, 1/C #12	\$3,600.00	\$3,600.00	\$1,980.00	\$2,448.00	\$1,980.00	\$2,700.00

STONEBROOK PARK DETAILED BID TABULATION

8/5/2020

DESCRIPTION	CBBEL	COPENHAVER	TEAM REIL	GREAT LAKES	INTEGRAL	MARTAM
BAGS BOXES - PAIR	\$3,000.00	\$3,000.00	\$3,200.00	\$5,520.00	\$3,038.00	\$3,440.00
BENCHS	\$35,000.00	\$7,000.00	\$8,400.00	\$8,380.00	\$6,699.00	\$9,600.00
BIKE RACK	\$6,300.00	\$1,500.00	\$1,950.00	\$1,500.00	\$1,353.00	\$2,880.00
BOCCE COURT	\$50,000.00	\$5,000.00	\$55,200.00	\$61,450.00	\$52,239.00	\$59,640.00
GAGA BALL PIT	\$7,000.00	\$6,200.00	\$5,800.00	\$6,725.50	\$6,050.00	\$5,000.00
PICKLE BALL COURT	\$45,000.00	\$23,000.00	\$54,100.00	\$40,925.00	\$59,356.00	\$60,579.00
PICNIC SHELTER	\$55,000.00	\$65,000.00	\$56,000.00	\$49,542.00	\$35,200.00	\$47,440.00
PICNIC TABLE	\$27,000.00	\$4,200.00	\$5,760.00	\$5,400.00	\$5,610.00	\$6,360.00
PLAYGROUND EQUIPMENT	\$95,000.00	\$99,400.00	\$95,000.00	\$103,100.00	\$97,301.00	\$114,500.00
PLAYGROUND SAFETY SURFACE	\$13,705.60	\$8,566.00	\$8,566.00	\$12,849.00	\$18,845.00	\$6,852.50
SAND VOLLEYBALL COURT	\$35,000.00	\$16,000.00	\$38,100.00	\$24,500.00	\$41,851.00	\$39,820.00
BASKETBALL COURT	\$40,000.00	\$21,000.00	\$18,200.00	\$14,000.00	\$14,686.00	\$21,824.00
SITE EQUIPMENT REMOVAL	\$2,000.00	\$9,500.00	\$13,800.00	\$1,750.00	\$6,600.00	\$7,500.00
STORAGE BOXES	\$1,400.00	\$2,400.00	\$4,800.00	\$2,400.00	\$1,210.00	\$4,400.00
TRASH RECEPTACLE	\$4,400.00	\$1,600.00	\$2,900.00	\$900.00	\$649.00	\$2,560.00
TREE GRATES	\$2,400.00	\$6,000.00	\$4,400.00	\$6,620.00	\$6,600.00	\$7,200.00
TREE RELOCATION	\$250.00	\$800.00	\$890.00	\$1,500.00	\$550.00	\$850.00
TREE, LIQUIDMBAR STYRACIFLUA 'MORAINÉ'	\$2,250.00	\$2,250.00	\$2,490.00	\$2,970.00	\$2,145.00	\$2,250.00
TREE, NYSSA SYLATIC "DAVID ODUM"	\$4,500.00	\$4,800.00	\$5,460.00	\$9,000.00	\$4,620.00	\$4,500.00
TREE, LIRIODENDRON TULIPERA	\$2,250.00	\$2,250.00	\$2,610.00	\$3,510.00	\$2,409.00	\$1,950.00
TREE, TAXODIUM DISTICHUM 'SHAWNEE BRAVE'	\$2,250.00	\$2,250.00	\$2,580.00	\$2,970.00	\$1,980.00	\$2,100.00
SHRUB, PHYSOCARPUS OPULIFOLIUS 'JEFAM'	\$1,200.00	\$3,200.00	\$1,424.00	\$1,104.00	\$1,232.00	\$960.00
SHRUB, SYRINGA MEYERI	\$1,200.00	\$3,200.00	\$1,424.00	\$848.00	\$1,232.00	\$960.00
SHRUB, PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	\$300.00	\$600.00	\$356.00	\$248.00	\$308.00	\$240.00
PERENNIAL, COREOPSIS VERTICILLATA 'GOLDEN SHOWERS'	\$125.00	\$95.00	\$95.00	\$80.00	\$83.00	\$205.00
PERENNIAL, GERANIUM 'TINY MONSTER'	\$475.00	\$361.00	\$380.00	\$380.00	\$314.00	\$779.00
GRASS, SPOROBOLUS HETEROLEPIS	\$125.00	\$95.00	\$100.00	\$100.00	\$83.00	\$205.00
TREE TOPSOIL AND MULCH	\$2,200.00	\$2,420.00	\$5,720.00	\$2,860.00	\$2,420.00	\$5,236.00
UNIT PAVERS SIDEWALK/PLAZA	\$67,450.00	\$35,074.00	\$45,866.00	\$35,074.00	\$30,865.00	\$43,168.00
NORTH PROP. LINE TREE LIMB REMOVALS	\$1,500.00	\$2,000.00	\$4,250.00	\$1,000.00	\$1,650.00	\$3,400.00

\$939,818.10 \$757,863.03 \$854,899.00 \$909,070.00 \$863,200.00 \$920,717.25

* Indicates the revised Bocce Ball Courts amount

* \$47,265.00 \$2,700.00

Martam's total

** Indicated the revised total

** \$805,128.03 \$8,910.00

does not match

\$960.00
\$921,640.00

bid amount
\$928,078.55

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
VILLAGE OF ALGONQUIN**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and Village of Algonquin (Grantee), with its principal office at 2200 Harnish Drive, Algonquin, IL 60102
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 36-6005766 is Grantee's correct DUNS number, that 070161971 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$400,000.00 of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970.

1.4 Term. This Agreement shall be effective Upon full execution and shall expire on 24 months after execution unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

Village of Algonquin

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Brad Colantino

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
PROJECT DESCRIPTION

STONEBROOK PARK DEVELOPMENT PROJECT

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development and rehabilitation of lands for public outdoor recreational purposes.

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

The Village of Algonquin is developing a park with a variety of recreational amenities at an existing location, Stoneybrook Park, where the current limited facilities are 25 to 30 years old and have exceeded their useful life. The Village plans to install a bocce court, gaga ball pit, pickle ball court, new playground, sand volleyball court as well as a picnic shelter. The project will expand the amenities available to a wide range of users from youth to seniors.

EXHIBIT C**PAYMENT**

Grantee shall receive up to \$ 400,000.00 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD with any remaining funds to be covered by the Grantee.
2. The Grantee will receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest-bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC), and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest-bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (17 Ill. Adm. Code 3025.32).
3. Any additional payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instruction provided in Exhibit B1.
4. A project shall be deemed completed for grant payment when the Grantee submits a certified development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
5. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value (+/-) over \$10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
7. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).
8. Maximum grant amount will not exceed the amount listed above and only actual expenditures up to the maximum grant amount will be paid with this grant.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Ann Fletcher
 Title: Grant Administrator
 Address: One Natural Resources Way, Springfield, IL 62702-1271
 Phone: (217) 557-7815
 TTY#: _____
 Fax#: (217) 782-9599
 E-mail Address: ann.fletcher@illinois.gov

GRANTEE CONTACT

Name: Tim Schloneger
 Title: Village Manager
 Address: 2200 Harnish Drive, Algonquin, IL 60102
 Phone: (847) 658-2700 x2202
 TTY#: _____
 Fax#: _____
 E-mail Address: timschloneger@algonquin.org

Additional Information:

Name: Robert Mitchard
 Title: Public Works Director
 Address: 110 Meyer Drive, Algonquin, IL 60102
 Phone: (847) 658-2700
 TTY#: _____
 Fax#: _____
 E-mail Address: bobmitchard@algonquin.org

**OSLAD Grant Program
General Project Data**

Form OS/DOC-1
(Page 1 of 2)

1. **Applicant (Sponsor) Legal Name:** Village of Algonquin

2. **Project Title:** Stoneybrook Park Development Project

3. **Applicant Executive Officer** **Applicant Contact Person**

Name: <u>Tim Schloneger</u>	Name: <u>Robert Mitchard</u>
Title: <u>Village Manager</u>	Title: <u>Public Works Director</u>
Address: <u>2200 Hamish Drive</u>	Address: <u>110 Meyer Drive</u>
City, State, Zip: <u>Algonquin, IL 60102</u>	City, State, Zip: <u>Algonquin, IL 60102</u>
Phone #: <u>847-658-2700 x 2202</u>	Phone #: <u>847-658-2700</u>
Email Address: <u>timschloneger@algonquin.org</u>	Email Address: <u>bobmitchard@algonquin.org</u>

4. **Project Type:** Acquisition Development Combination (development project involving a land donation)

5. **County Location:** McHenry County **Township Location:** Algonquin

6. **Federal Congressional District #** 6 **IL Senate Dist. #** 26 **IL Representative Dist. #** 52

7. **Population in Applicant's Jurisdiction:** 31017

8. **Current "Equalized Assessed Valuation" Total for Local Sponsor Jurisdiction:** \$ 852,365,740

9. **Applicant's Annual Operating Budget:** \$ 22,885,500

10. **Concise Description of the Proposed Project:** (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)
(Be sure to indicate size/acreage of project site)

The Village of Algonquin is developing a park with a variety of recreational amenities at an existing location, Stoneybrook Park, where the current limited facilities are 25 to 30 years old and have exceeded their useful life. The Village plans to install a bocce court, gaga ball pit, pickle ball court, new playground, sand volleyball court as well as a picnic shelter. The project will expand the amenities available to a wide range of users from youth to seniors.

11. (ACQUISITION PROJECT) (estimated costs)	12. (DEVELOPMENT PROJECT) (estimated costs)
Acquisition Costs \$ _____	Construction Costs \$ <u>936,230</u>
Relocation Costs \$ _____	A/E Design Fees \$ _____
Appraisal Costs \$ _____	Archaeological Survey Costs \$ _____
Archaeological Survey Costs \$ _____	CPA Report Costs \$ _____
TOTAL ACQ. COSTS \$ _____	TOTAL DEV. COSTS \$ <u>936,230</u>
Grant Amt. Requested (50% or 90%) \$ _____	Grant Amt. Requested (50% or 90%) \$ <u>400,000</u>
(\$750,000 maximum)* (round to nearest hundred)	(\$400,000 maximum)* (round to nearest hundred)

13. **(COMBINATION PROJECT)** Complete and add together totals for both #11 and #12 above – Enter total on line below:
Total Grant Amount Requested \$ 400,000
(\$400,000 maximum)*
(round to nearest hundred)

(*) For county and municipal jurisdictions exceeding 2.0 million residents see the OSLAD manual for grant limits

OSLAD Grant Program General Project Data

Form OS/DOC-1
(Page 1 of 2)

1. Applicant (Sponsor) Legal Name: Village of Algonquin
2. Project Title: Stoneybrook Park Development Project
3. **Applicant Executive Officer**
 Name: Tim Schloneger
 Title: Village Manager
 Address: 2200 Hamish Drive
 City, State, Zip: Algonquin, IL 60102
 Phone #: 847-658-2700 x 2202
 Email Address: timschloneger@algonquin.org
- Applicant Contact Person**
 Name: Robert Mitchard
 Title: Public Works Director
 Address: 110 Meyer Drive
 City, State, Zip: Algonquin, IL 60102
 Phone #: 847-658-2700
 Email Address: bobmitchard@algonquin.org
4. Project Type: Acquisition Development Combination (development project involving a land donation)
5. County Location: McHenry County Township Location: Algonquin
6. Federal Congressional District # 6 ✓ IL Senate Dist. # 26 ✓ IL Representative Dist. # 52 ✓
7. Population in Applicant's Jurisdiction: 31017
8. Current "Equalized Assessed Valuation" Total for Local Sponsor Jurisdiction: \$ 852,365,740
9. Applicant's Annual Operating Budget: \$ 22,885,500
10. Concise Description of the Proposed Project: (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)
(Be sure to indicate size/acreage of project site)

The Village of Algonquin is developing a park with a variety of recreational amenities at an existing location, Stoneybrook Park, where the current limited facilities are 25 to 30 years old and have exceeded their useful life. The Village plans to install a bocce court, gaga ball pit, pickle ball court, new playground, sand volleyball court as well as a picnic shelter. The project will expand the amenities available to a wide range of users from youth to seniors.

11. (ACQUISITION PROJECT) (estimated costs)	12. (DEVELOPMENT PROJECT) (estimated costs)
Acquisition Costs \$ _____	Construction Costs \$ <u>936,230</u>
Relocation Costs \$ _____	A/E Design Fees \$ _____
Appraisal Costs \$ _____	Archaeological Survey Costs \$ _____
Archaeological Survey Costs \$ _____	CPA Report Costs \$ _____
TOTAL ACQ. COSTS \$ _____	TOTAL DEV. COSTS \$ <u>936,230</u>
Grant Amt. Requested (50% or 90%) \$ _____	Grant Amt. Requested (50% or 90%) \$ <u>400,000</u>
(\$750,000 maximum)* (round to nearest hundred)	(\$400,000 maximum)* (round to nearest hundred)

13. (COMBINATION PROJECT) Complete and add together totals for both #11 and #12 above – Enter total on line below:
Total Grant Amount Requested \$ 400,000
(\$400,000 maximum)*
(round to nearest hundred)

(*) For county and municipal jurisdictions exceeding 2.0 million residents see the OSLAD manual for grant limits

**OSLAD Grant Program
General Project Data**

14. Source(s) of Local Matching Funds: General Funds
 Non-Referendum Bonds
 Referendum Bonds (date) _____
 Donations (specify) _____
 Other (specify) _____

(Read instructions on page ___ before completing)

- 14a. Total Public Park / Open Space Acreage Available Within Applicants Jurisdictional Boundaries: 664.6 * acres
- 14b. Amount of Public Parkland / Open Space Acreage Shown in 14a That is Owned and/or Leased by Applicant: 259.8 acres owned _____ acres leased

* NOTE: Attach legible map showing location of ALL public parkland within applicant's jurisdictional boundaries. This includes any other local unit of government's park sites within your boundary. For each park site, indicate name, size, rec facilities available, and whether utilized as "community", "neighborhood" or other type classification park.

15. If Applicable, Indicate Specific Goal or Standard Adopted by Applicant for Amount of Local Open Space / Park Acres per 1,000 Population Within Jurisdiction. _____ acres/1,000 Population *

* Must submit page(s) from local plan or ordinance to substantiate the stated goal or standard.

16. Existing Supply of Proposed Project Facilities:

For each major recreation facility planned for development IN THE PROPOSED PROJECT (see listing below) show existing supply/quantities of such facilities currently available for public use within the jurisdictional boundaries of the project sponsor.

	(existing # w/in jurisdiction)		(existing # w/in jurisdiction)
<u>CAMPING & PICNIC FACILITIES</u>		<u>TRAILS (# of miles to nearest 1/10 mi.)</u>	
Picnic Shelters	<u>11</u>	Hiking/walking/multi-use	<u>7</u>
Tent Camp Sites (primitive)	<u>0</u>	Nature interpretive	<u>0</u>
Trailer/Camper Sites	<u>0</u>		
<u>SPORTS FIELDS & PLAY AREAS</u>		<u>WATER FACILITIES</u>	
Baseball Fields	<u>9</u>	Spraygrounds	<u>0</u>
Softball Fields	<u>9</u>	Swimming Pool	<u>1</u>
Soccer Fields	<u>10</u>	Swimming Beach	<u>0</u>
Football Fields	<u>5</u>	<u>0</u> (Linear Feet of Waterfront)	
Lacrosse or Cricket Fields	<u>0</u>	Boat Launch Ramps	<u>0</u>
Tennis Courts	<u>8</u>	Fishing Piers	<u>0</u>
Pickleball Courts	<u>0</u>	<u>WINTER RECREATION FACILITIES</u>	
Basketball Courts	<u>14</u>	Ice Rink	<u>0</u>
Volleyball Courts	<u>0</u>	Other:	<u>0</u>
Running Track	<u>0</u>	<u>OTHER</u>	
Playgrounds	<u>18</u>	Dog Parks	<u>0</u>
In-line Skating Rinks/Courts	<u>0</u>	Fitness Stations (#)	<u>0</u>
Skate Parks	<u>0</u>	Amphitheater/Bandshell	<u>0</u>
<u>GOLF COURSES (# of holes)</u>	<u>0</u>	<u>INTERPRETIVE CENTERS</u>	
Frisbee Golf			

17. List any Other State of Federal Grant Funds Involved in the Proposed Project, Previous or Anticipated: (N/A if None)

N/A

**OSLAD Grant Program
Development Cost Estimate Data**

Form OS/DOC-4

1. Applicant (Sponsor) Legal Name: Village of Algonquin
2. Project Title: Stoneybrook Park Development Project
3. Acquisition Development

Note: Acquisitions Projects – complete items #4 and #6 below as they pertain to future development.

4. DEVELOPMENT PROJECT COMPONENT	5. UNIT AMT.	6. ESTIMATED COSTS
ACCESSIBLE PARKING SIGN	1	360
BAGS BOXES - PAIR	2	3,000 ✓
SAND VOLLEYBALL COURT	1	20,000 ✓
BIKE RACK	3	6,300
BOCCE COURT	2	16,000 ✓
GAGA BALL PIT	1	7,000 ✓
PICKLE BALL COURT	1	40,000 ✓
PICNIC SHELTER (1), TABLES (6) & BENCHES (10)	1	112,000 ✓
PLAY EQUIPMENT & STORAGE BOXES	1	78,400 ✓
PLAYGROUND SAFETY SURFACE	4283 SF	42,830
DRINKING WATER FOUNTAIN	1	17,000
UNIT PAVERS SIDEWALK/PLAZA	2	80,940
SITE INFRASTRUCTURE (site prep, drainage, lighting, trash 2receptacles)	1	393,000
LANDSCAPING	1	119,400
CPA Report Cost		
A/E Design Fees (<15.25% of construction cost)		
Potential Archaeological Survey *		
TOTAL ESTIMATED COST:		\$936,230

NOTE: Donated labor and material are not eligible for reimbursement.

(*) Projects approved for OSLAD funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget. The requirement of a survey will not be an allowable reason to extend any project ending date.

7. Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application Application Change/Corrected Application
2. Type of Application: New Continuation (i.e. multiple year grant) Revision (modification to initial application)
3. Completed by State Agency upon Receipt of Application

RECEIVED

AUG 19 2019

Date Received by State: _____ Time Received by State: _____

*Dept. of Natural Resources
Grant Management & Assistance*

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-0970

6. CSFA Title: Open Space Land Acquisition & Development

Catalog of Federal Domestic Assistance (CFDA)

Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2020.OSLAD

12. Funding Opportunity Title: FY20 OSLAD Grant Cycle

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):
Village of Algonquin

17. Common Name (Doing Business As-DBA): Algonquin

18. Employer/Taxpayer Identification Number (EIN, TIN): 36-6005766

19. Organizational Data Universal Number System (DUNS) Number: 07164971 070161971

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 6NJR2

21. Business Address:

Street: 2200 Harnish Drive

City: Algonquin State: IL County: Kane and McHenry Zip+4: 60102

Applicant's Organization Unit

22. Department Name: Department of Public Works

23. Division Name: _____

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

24. First Name: Robert 25. Last Name: Milchard 26. Suffix: _____

27. Title: Public Works Director

28. Organizational Affiliation: Village of Algonquin

29. Telephone Number: 847.658.2700 Ext.4402 30. Fax Number: _____

31. E-mail Address: bobmitchard@algonquin.org

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

32. First Name: Tim 33. Last Name: Schloneger 34. Suffix: _____

35. Title: Village Manager

36. Organizational Affiliation: Village of Algonquin

37. Telephone Number: 847.658.2700 38. Fax Number: _____

39. E-mail Address: timschloneger@algonquin.org

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Algonquin, McHenry County

41. Legislative and Congressional Districts of Applicant:

Congressional Districts 6 and 14, State Legislative Districts 52 and 66, State Senate District 26 and 33

42. Legislative and Congressional Districts of Program/Project:

Congressional District 6, State Legislative District 52, State Senate District 26



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Natural Resources

Organization Name: Village of Algonquin

Notice of Funding Opportunity (NOFO) Number: 2020.OSLAD

Data Universal Number System (DUNS) Number (enter numbers only): 07161971

Catalog of State Financial Assistance (CSFA) Number: 422-11-0970

CSFA Short Description: Open Space Land Acquisition & Development

Section A: State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	400,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	400,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	400,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	400,000.00

Instructions found at end of document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Algonquin

NOFO Number: 2020.OSLAD

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Algonquin

NOFO Number: 2020.OSLAD

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$ 536,230.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 536,230.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$ 536,230.00
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 536,230.00
17. Total indirect Costs	200.414	\$
Rate %:	<input type="text"/>	
Base:	<input type="text"/>	
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 536,230.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Algonquin

NOFO Number: 2020.OSLAD

Data Universal Number System (DUNS) Number (enter numbers only): 07161971

Fiscal Year: 01/01/2020

Catalog of State Financial Assistance (CSFA) Number: 422-11-0970

CSFA Short Description: Open Space Land Acquisition & Development

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Algonquin

Institution/Organization Name:

Village of Algonquin

Institution/Organization Name:

Assistant Village Manager

Title (Chief Financial Officer or equivalent):

Village Manager

Title (Executive Director or equivalent):

Michael Kumbera

Printed Name (Chief Financial Officer or equivalent):

Tim Schloneger

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

08/14/2019

Date of Execution (Chief Financial Officer):

8-15-19

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Park Development	Site preparation and construction to develop park	\$400,000.00	Add
			Delete
State Total		\$400,000.00	
Park Development	Site preparation and construction to develop park	\$536,230.00	Add
			Delete
Non-State Total		\$536,230.00	
Total Construction		\$936,230.00	

Construction Narrative (State):

The maximum grant request for the State funding to help pay for construction costs related to the Stoneybrook park development project.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

The amount provided by the Village of Algonquin as the local share to pay for construction costs related to the Stoneybrook park development project.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction	\$400,000.00	\$536,230.00	\$936,230.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$400,000.00		
Non-State Amount		\$536,230.00	
TOTAL PROJECT COSTS			\$936,230.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Village of Algonquin Notice of Funding Opportunity (NOFO) Number: 2020.OSLAD
 Data Universal Number System (DUNS) Number (enter numbers only): 07161971

Catalog of State Financial Assistance (CSFA) Number: 422-11-0970 CSFA Short Description: Open Space Land Acquisition & Development

Fiscal Year(s): ~~2019~~ 2020

Initial Budget Request Amount: \$400,000.00

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$400,000.00

~~Mary Jo Weiler~~ Ann Fletcher Ann Fletcher 5/27/20
 Program Approval Name Program Approval Signature Date

 Fiscal & Administrative Approval Name Fiscal & Administrative Approval Signature Date

Budget Revision Approved: _____

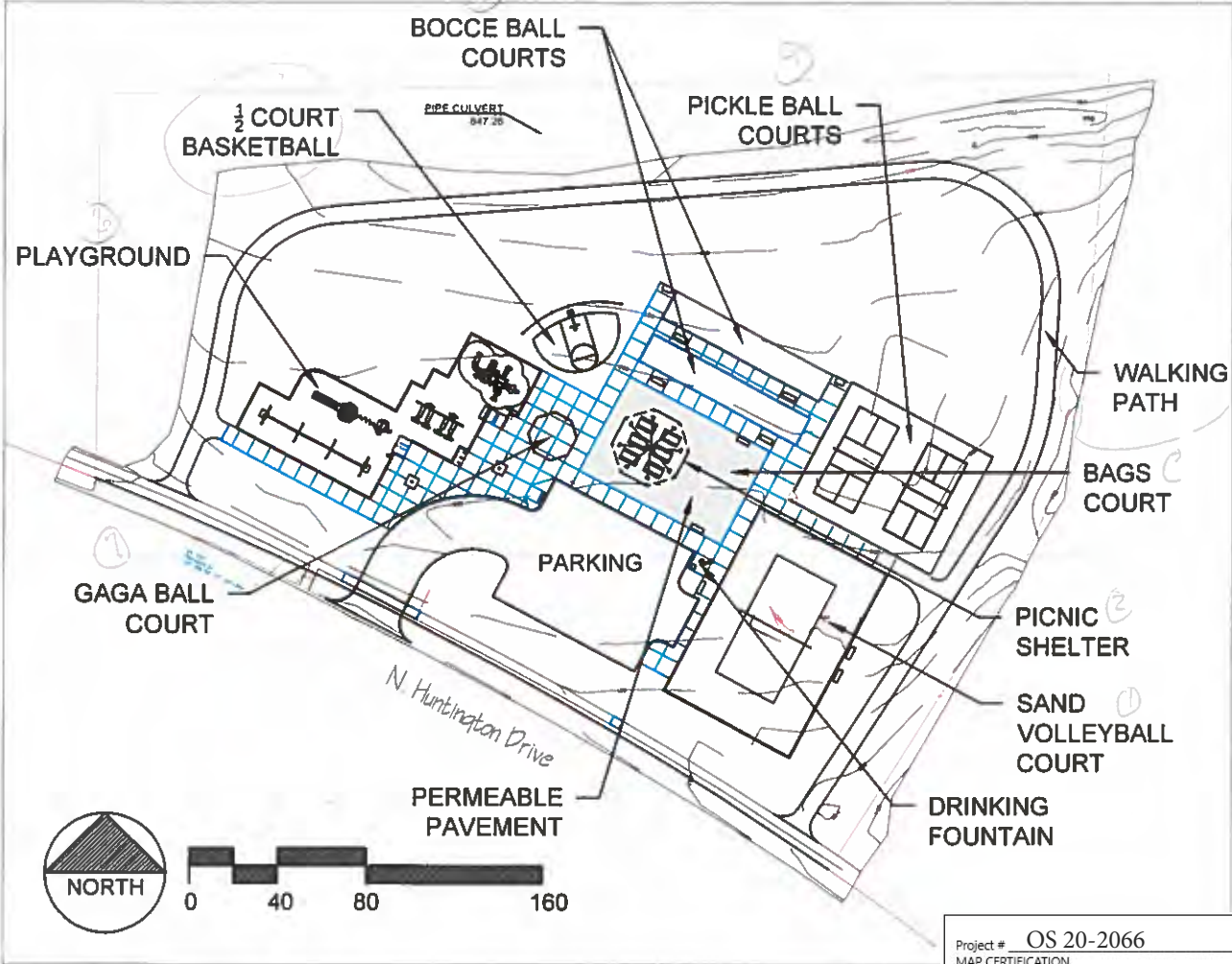
 Program Approval Name Program Approval Signature Date

 Fiscal & Administrative Approval Signature Fiscal & Administrative Approval Signature Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Attachment A-3 Site Development Plan
 Village of Algonquin
 Stonybrook Park



Project # OS 20-2066
 MAP CERTIFICATION
 This project boundary or development map is certified to be correct to the best of my knowledge.

Date _____

Signature _____

Title _____

FOR DNR USE: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 14, 2020

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: CBBEL Phase 3 Proposal

As you may recall the FYE 2021 Budget included the construction of the improvements to Stonybrook Park on Huntington Dr. The project was bid in July and the bid award is forthcoming.

We have attached a Phase 3 Construction Services proposal from Christopher B. Burke Engineering Ltd. (CBBEL). While this is a park project, there are numerous elements of construction that include earthmoving, construction of a detention area, installation of underground utilities, several types/methods of paving and of course the installation of the park equipment that is proposed.

CBBEL has designed and provided construction services for numerous parks throughout the Chicagoland area and have staff that is qualified and experienced in the site improvements as well as the unique park elements and equipment.

One added value to this proposal is to have CBBEL staff provide guidance to Village staff while staff “shadow” the inspector to gain insight and experience for future park improvements.

The proposal includes stormwater permitting, materials testing (concrete and asphalt), part-time construction observation and various administrative duties related to the OSLAD grant that is partially funding the project.

With our previous experience with CBBEL and their abilities, Village staff recommends the approval of the Phase 3 agreement with CBBEL for a cost not to exceed \$48,000.

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

CBBEL understands that the Village is looking to utilize the services of an outside consulting firm to provide assistance with Permitting, Bidding, NPDES Permits, and Construction Inspection for Stoneybrook Park.

Stoneybrook Park project includes removal of indicated trees and vegetation, installation of erosion control measures, earthwork, installation of new hardscape surfaces, play equipment, safety surface, courts, site furniture, landscape plant material, and general site restoration.

The Village desires to have one of their staff members “shadow” the CBBEL Resident Engineer in order to provide exposure and experience on construction projects and management. This should also reduce the overall cost of inspection services, provided the contractor chosen performs well.

III. Scope of Services

A. Engineering Services

CBBEL will provide the services below to the Village:

▪ **Stormwater Permit Application:**

CBBEL will prepare a Stormwater Permit Application for the Village of Algonquin. The permit application will include a narrative describing the activities, exhibits and all applicable calculations. As a certified community, the Village will issue the stormwater permit for the project.

▪ **Project Bidding Services:**

Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.

▪ **NPDES Permit for Construction Activities:**

CBBEL will prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) for the site. This task includes a project notification submittal to State Historic Preservation Office (SHPO) and the Illinois Department of Natural Resources (IDNR). If additional consultation is requested by IDNR or IHPA, the work associated with the consultation(s) will be billed on a time and materials basis. CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10.

▪ **Construction Inspection:**

1. Preconstruction Services

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

2. Shop Drawing Review

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

3. Construction Observation – Part-Time Observation and Assistance to Village Staff assigned to the project.
 - Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
 - Part-Time Construction Observation of Contract Work to assist the Village observing improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
 - Answering of questions and resolving issues and concerns from impacted property owners;
 - Ensure that Construction Completion Schedule is adhered to; Review contractor’s progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor’s approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
 - Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.

4. Construction Documentation
 - Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
 - Develop and Process Change Orders as necessary including Final Balancing Change Order;
 - Respond to any Requests for Information from the Contractor.

5. Materials QA
 - Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
 - CBBEL will utilize Rubino Engineering, Inc. for the material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT’s Bureau of Material and Physical Research, and further described in the Construction Manual.
 - The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor’s QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout
 - Develop and ensure completion of “Punch List”;
 - Assist the Village with a Warranty review to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
 - Review final pay estimate and change order for the Village’s approval.
 - Verify all necessary material inspection has been received and documented.

IV. Man-Hour & Fee Summary

We will bill you on a time and materials basis at the rates specified on the attached Standard Charges for Professional Services for a not-to-exceed fee of \$45,5000.

Stormwater Permit Application	\$	<u>4,000</u>	
Subtotal Stormwater Permit Application	\$		4,000
Project Bidding Services	\$	<u>2,500</u>	
Subtotal Bidding Services	\$		2,500
 NPDES Permit for Construction Activities	 \$	 <u>3,500</u>	
Subtotal NPDES Permit	\$		3,500
 Construction Inspection			
1. Preconstruction Services	\$	1,500	
2. Shop Drawing Review	\$	5,000	
3. Construction Observation	\$	25,000	
4. Construction Documentation	\$	2,000	
5. Materials QA	\$	2,500	
6. Closeout	\$	<u>2,000</u>	
Subtotal Construction Inspection	\$		<u>38,000</u>
Total	\$		<u>48,000</u>

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: _____

Title: _____

Date: _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	190
Engineer V.....	175
Engineer IV.....	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV.....	160
Survey III.....	155
Survey II.....	115
Survey I.....	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager.....	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III.....	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V.....	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	100
Administrative.....	95
Engineering Intern.....	46

Update January 8, 2020



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 10, 2020

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Supt.

SUBJECT: Intergovernmental Agreement Extension – Fleet Maintenance Services
Algonquin Lake in the Hills Fire Protection District

Attached is the intergovernmental agreement, updated, to continue our services provided to the Algonquin Lake in the Hills Fire Protection District. This has been a mutually beneficial relationship which we support continuing. The changes to the attached are increases in the package service and hourly rate costs, which reflect our increased expenses over the course of the last agreement. We have worked with them to recommend a 5-year agreement per the attached.

I will forward the original to Michelle Weber for signature, if approved. Please let me know if you have any questions.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ALGONQUIN AND
THE ALGONQUIN/LAKE IN THE HILLS FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this 22 day of July, 2020, by and between the Algonquin/Lake in the Hills Fire Protection District, a Special District, (hereinafter referred to as "A.L.F.P.D.") and the Village of Algonquin, an Illinois Municipal Corporation, (hereinafter referred to as "Algonquin").

WHEREAS, A.L.F.P.D. desires to obtain Fleet Maintenance and repair for the A.L.F.P.D.'s vehicles and equipment from Algonquin; and

WHEREAS, Algonquin desires to provide said maintenance and repair services to A.L.F.P.D.; and

WHEREAS, it is in the best interests of both Algonquin and A.L.F.P.D. to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Algonquin

- A. The Algonquin Fleet Maintenance Division will provide Fleet Maintenance and repair for A.L.F.P.D. Fleet Vehicles and Equipment. Algonquin will not provide services to A.L.F.P.D. assets requiring specific certifications for pumps and apparatus. It is mutually understood that Algonquin is not the sole provider of Fleet Services for the A.L.F.P.D.
- B. The standard general labor rate agreed to is set forth at \$119.00 / hour unless specific services are identified through menu pricing and included in this document (Addendum 1). A minimum charge of \$29.75 (1/4 hour) will be charged for all unscheduled and impromptu services.
 - **Scheduling / Liaisons**. Scheduling will be performed between Algonquin Internal Services Supervisor, and the A.L.F.P.D. Fleet Liaisons (minimum of two designated). A group contact is recommended. The A.L.F.P.D. Fleet Liaisons are responsible for internal communications within his/her organization.

- **Scheduled and Routine Maintenance.** Scheduled and routine maintenance will be handled via task lists in Microsoft Outlook and initiated by Algonquin Fleet Maintenance and communicated to A.L.F.P.D. Fleet Liaisons. The A.L.F.P.D. is responsible for accommodating vehicle transportation to and from the Algonquin Fleet Garage. In cases where transportation needs to be handled by the Algonquin Fleet Maintenance Division shop minimum charges shall apply. Algonquin reserves the right to utilize its service vehicle to perform services onsite at the A.L.F.P.D. Fees for preventative maintenance shall be assessed at the rates identified in Attachment 1. Additional services are performed at the standard general labor rate.
 - **Unscheduled and Emergency Repairs, Daytime.** Algonquin recognizes the sensitive nature of the assets of the A.L.F.P.D. and the importance of their services to our local communities. Algonquin is committed to providing equally outstanding services to all of its customers. Fleet Maintenance reserves the right to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition, Fleet Maintenance reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Algonquin reserves the right to utilize its service vehicle to perform services onsite at the A.L.F.P.D. These services are performed at the standard general labor rate.
 - **Unscheduled and Emergency Repairs, Afterhours.** Algonquin makes no guarantee that emergency after-hours services can be provided. Algonquin does NOT have "On Call Personnel" in place to accommodate after-hours services. Fleet personnel are permitted to respond on a case-by-case situation and generally do respond, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per callout will be billed. Algonquin reserves the right to utilize its service vehicle to perform services onsite at the A.L.F.P.D.
- C. Algonquin will provide Access to Computerized Fleet Analysis (C.F.A.) software as well as Fuel System Management Software and C.F.A. E- Request software for the purpose of record keeping as well as developing reports, general data collection and service requests. Access to this software will be at no cost to A.L.F.P.D. and includes Virtual Private Network services.
- i. Algonquin will install and maintain a Host Server for A.L.F.P.D. access via Virtual Private Network located at the Algonquin Public Works Facility for access to C.F.A as well as Trak Engineering Fuel Management Software.
 - ii. Algonquin will provide Virtual Private Network access as directed by the Algonquin Information Systems Director.

- iii. Algonquin will provide training for A.L.F.P.D. personnel on the software covered in this Agreement.
 - iv. Algonquin will provide access to additional C.F.A training and classes. The cost of these classes shall be covered at the expense of the A.L.F.P.D.
 - v. Algonquin will provide A.L.F.P.D. with access to C.F.A support personnel.
 - vi. In the event that the A.L.F.P.D. or Algonquin decides to discontinue this Agreement the A.L.F.P.D. can continue the use of above-mentioned software for a fair share fee of \$100.00 per month. Additional updates and charges from software vendors, as well as repairs to software will also be billed to the A.L.F.P.D. at 5 percent of the total invoice.
- D. Algonquin will provide access to wash bay and wash facilities at no additional cost. Detergents and soaps other than those provided and available at the wash bay will be at the expense of the A.L.F.P.D.
- E. Algonquin will provide to the A.L.F.P.D. the ability to purchase goods via the Quartermaster system located at the 110 Meyers Drive facility adjacent to the fleet repair facility. All necessary purchasing authority for the A.L.F.P.D. personnel will be designed and implemented by the A.L.F.P.D. It is mutually understood that a minimal parts markup of 23 percent is applied to the purchase price of any and all goods sold through our quarter master.
- F. Algonquin will provide to the A.L.F.P.D. services and access for Oil Analysis via the online web site.
- G. Algonquin will warranty labor services for a period of 60 days and parts for the term of the manufacturer's warranty. Determination of warrantable items will be made by Algonquin Fleet Manager and subject to review by the A.L.F.P.D Chief or his designee.
- H. All credit and invoicing will be generated via C.F.A. software and billed through Village of Algonquin Finance offices.

Section 3: Waiver: Release: Indemnity

A.L.F.P.D. hereby waives, releases and holds harmless Algonquin, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Algonquin shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Algonquin as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily

injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of five (5) years from the date of execution and may be renewed by either party for consecutive additional five- (5)-year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term. However, either party shall have the right to terminate this Agreement upon 15 days' written notice delivered by certified mail or in person to the other party.

A.L.F.P.D. shall be responsible for payment to Algonquin for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the hourly rate cited above in Section 2B. of this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments: Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Algonquin shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Algonquin and A.L.F.P.D.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the nonbreaching Party files suit as a result thereof, the nonbreaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purposes 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 the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

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

Section 13: Notices.

All notices permitted regarding 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:

To Algonquin: Tim Schloneger, Village Manager
 Algonquin Village Hall
 2200 Harnish Drive
 Algonquin, Illinois 60102

To A.L.F.P.D.: Michael Kern, Fire Chief
 Algonquin/Lake in the Hills Fire Protection District
 1020 W. Algonquin Road
 Lake in the Hills, IL 60156

Section 14: Authorized Representatives

The officers of A.L.F.P.D. executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of A.L.F.P.D. The officers of Algonquin hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Algonquin.

Section 15: Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF ALGONQUIN

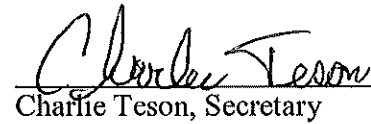
**ALGONQUIN/LAKE IN THE HILLS
FIRE PROTECTION DISTRICT**

Tim Schloneger, Village Manager



Rick Naatz, President

Gerald Kautz, Village Clerk



Charlie Teson, Secretary

ATTACHMENT 1

Pricing

The parties agree upon the following for general labor rates and for planned preventative maintenance fees.

Regular Business Hours:	0630 hours to 1500 hours, M-F
Hourly Labor Rate:	\$119.00
Hourly Overtime Rate:	\$148.75
Parts Mark-Up:	23 percent
Shop Fees:	2 percent not to exceed \$20.00
Hourly Small Engine Repair Rate:	\$119.00

Preventative Maintenance: The parties agree to the following preventative maintenance schedule. In one year, every apparatus will receive schedule A service at least twice, schedule B service at least once, and schedule C service once. The schedule may change based on apparatus use, the results of oil samples, or fluid contamination with incompatible substances (i.e., different type of transmission fluid added other than the recommended brand by manufacturer). Preventative maintenance schedules shall consist of the following.

Schedule A – apparatus will be visually inspected, lubricated, and an oil sample completed.

Schedule B – apparatus will be visually inspected, lubricated, and oil changed.

Schedule C – apparatus will be visually inspected, lubricated, all fluids changed, and all filters changed.

Preventative Maintenance Fees:

Engine Company - Schedule A	\$ 605.00
Engine Company - Schedule B	\$ 1017.00
Engine Company – Schedule C	\$1,815.00
Ladder Company Schedule A	\$ 770.00
Ladder Company Schedule B	\$1,162.00
Ladder Company Schedule C	\$1,870.00
Ambulance Company	\$ 357.00
Staff Car	\$ 29.00

The prices noted above include costs for standard inspection, chassis lubrication, and fluid and filter changes as noted, including small engines. These costs do not include items such as ground ladder lubrication, aerial ladder lubrication, and other specialty equipment inspection and repair. Items noted for repair above and beyond a normal preventative maintenance servicing will be invoiced separately at the noted parts and labor rates.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 10, 2020

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Supt.

SUBJECT: Purchase Agreements

Attached are the prepared purchase agreements for signature by the Village for items approved in the budget process. There are three agreements needing approval and signature:

Aquatic weed control for \$12,572.15. The budgeted amount is \$12,600. This is the expense provided to control aquatic weeds (algae, etc.) in four designated ponds, Willoughby Farms Park, Lake Braewood, Lake Drive South Detention, and Wood Park. The contractor is McCloud Aquatic, who has been our preferred and trusted vendor for many years.

Downtown landscape maintenance for \$106,128. The budgeted amount is \$113,000. This is for maintenance of beds and replacement of plants in the downtown planter bed areas. It also includes the growing, installation and maintenance of the downtown hanging baskets, bridge planter boxes, and urns. The cost includes the almost daily watering of the baskets, boxes, and urns. The vendor, Moore Landscaping, is the contractor who designed and managed the landscape for this project. Contracting with them has insured a smooth maintenance program as well as the integration of new plants and areas this spring. This team has a comprehensive understanding of our streetscape, as well as an industry reputation for outstanding appearances.

Landscape maintenance, village-wide, for \$346,107. The budgeted amount is \$345,000. The increase is for sites/locations/work added to our responsibilities after budgetary approval. The costs are offset in the savings on the downtown contract. The vendor is Sebert Landscaping of Bartlett, IL., who mows and maintains virtually every turf site and landscape bed throughout town. This is the second year of the three-year contract that was bid in late 2018. They are one of the best contractors in the region for this extensive amount of weekly work.

Please let me know if you have any questions.

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: <u>May 1</u> , 20 <u>20</u>		Purchase Order No. _____	
Project: <u>Aquatic Weed Control</u>		Location: <u>Various locations</u>	
Originating Department: _____		General Services	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Meyer Dr. Algonquin, IL, 60102 Phone: 847-658-2754 Fax: _____ Contact: <u>sleveludwig@algonquin.org</u>	Name: <u>McCloud Aquatics</u> Address: <u>705 E. North St. Elburn, IL 60119</u> Phone: <u>847-891-6260</u> Fax: _____ Contact: <u>Kim Lindow</u>	(where applicable) Phone: _____ Fax: _____ Contact: _____	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 12,572.15

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:
 General Contract, dated _____, 20__ Specification No(s): _____, dated _____, 20__
 Plans dated : _____ Addendum No(s): _____
 Other: Per attached

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	1	Aquatic Weed Control per attached	\$ 12,572.15 NOT TO EXCEED	\$ 12,572.15
			TOTAL	\$ 12,572.15

NOTES:

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


WARRANTIES and INDEMNIFICATION

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

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

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

 By: _____
 Representative of Vendor authorized to execute Purchase Agreement

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

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT/VENDOR:

McCrow Aquatics

Date 7/20/2020

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____



705 E. North St.
 Elburn, IL 60119
 847-891-6260
 www.mccloudaquatics.com

Estimate

30601

11/12/2019

Billing

Village of Algonquin
 110 Meyer Dr.
 Algonquin, IL 60102-2442

Service Location

Lake Braewood
 4 Ponds at
 Algonquin, IL 60102

PLEASE CHOOSE ONE PAYMENT METHOD BELOW AND CIRCLE:

1. 5% ANNUAL PRE- PAYMENT DISCOUNT (Valid on "STANDARD POND/LAKE "CONTRACTS" only. EXCLUDES equipment sales/repairs &/or application services. The 5% DISCOUNT will be REFLECTED on the INVOICE and PAYMENT MUST be RECEIVED by MARCH 31ST, 2020. NO EXCEPTIONS WILL BE GRANTED ***Offer not valid with other "Discounts offered.***
2. SINGLE PAYMENT & will be invoiced on the 1st of April, upon receipt of signed contract and is due upon receipt.
3. TWO PART PAYMENT (Valid on vegetative pond contracts only, EXCLUDES EQUIPMENT & APPLICATION services). Invoiced on the 1st of April & June and is due upon receipt (A 3% surcharge will be added to the contract amount for a two-part payment).

Qty	Item	Description	Amount	Total
	Standard Pond/Lake ...	Treat for Algae/Chara with inspections that focus on harmful algae blooms (HAB's) along with submerged weeds and invasive species. FOR LAKE BRAEWOOD. Period of Control: May through September with a minimum of 10 service visits per full season. Refer to Scope Of Service for additional details.	4,706.52	4,706.52
	Standard Pond/Lake ...	Treat for Algae/Chara with inspections that focus on harmful algae blooms (HAB's) along with submerged weeds and invasive species. FORD LAKE DRIVE SOUTH. Period of Control: May through September with a minimum of 10 service visits per full season. Refer to Scope Of Service for additional details.	3,182.69	3,182.69
	Standard Pond/Lake ...	Treat for Algae/Chara with inspections that focus on harmful algae blooms (HAB's) along with submerged weeds and invasive species. FOR WILLOUGHBY FARMS. Period of Control: May through September with a minimum of 10 service visits per full season. Refer to Scope Of Service for additional details.	3,204.12	3,204.12
	Standard Pond/Lake ...	Treat for Algae/Chara with inspections that focus on harmful algae blooms (HAB's) along with submerged weeds and invasive species. FOR WOOD PARK. Period of Control: May through September with a minimum of 10 service visits per full season. Refer to Scope Of Service for additional details.	1,478.82	1,478.82

Sales Tax (8.0%)

Total

Sales Rep

House

Signature/Date



705 E. North St.
 Elburn, IL 60119
 847-891-6260
 www.mccloudaquatics.com

Estimate
 30601
 11/12/2019

Billing

Village of Algonquin
 110 Meyer Dr.
 Algonquin, IL 60102-2442

Service Location

Lake Braewood
 4 Ponds at
 Algonquin, IL 60102

PLEASE CHOOSE ONE PAYMENT METHOD BELOW AND CIRCLE:

1. 5% ANNUAL PRE- PAYMENT DISCOUNT (Valid on "STANDARD POND/LAKE "CONTRACTS" only. EXCLUDES equipment sales/repairs &/or application services. The 5% DISCOUNT will be REFLECTED on the INVOICE and PAYMENT MUST be RECEIVED by MARCH 31ST, 2020. NO EXCEPTIONS WILL BE GRANTED ***Offer not valid with other "Discounts offered.***
2. SINGLE PAYMENT & will be invoiced on the 1st of April, upon receipt of signed contract and is due upon receipt.
3. TWO PART PAYMENT (Valid on vegetative pond contracts only, EXCLUDES EQUIPMENT & APPLICATION services). Invoiced on the 1st of April & June and is due upon receipt (A 3% surcharge will be added to the contract amount for a two-part payment).

Qty	Item	Description	Amount	Total
		This is for the 2020 & 2021 per season price.		

Our quotation is based on access of your lake/pond via our trailered boat and equipment, your current irrigation status, and reflects the entire cost of labor, equipment, chemical, insurance, state and local licensing, NPDES permit, and guarantee. (No guarantee for ponds with average depth less than 2 feet or no boat access).

Sales Tax (8.0%) \$0.00

Total \$12,572.15

Estimate is only valid for 30 days from the date of quote. We reserve the right to revoke (or null) the proposal if not accepted within 30 days.

See attached for Scope of Service & Terms and Conditions.

Signature/Date _____

Sales Rep
House

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

Contract Price – Vendor/Services

VOA: _____

_____;

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ ; _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____;

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: May 1, 2020		Purchase Order No.	
Project: Downtown Landscape Maintenance		Location: Downtown Algonquin, IL.	
Originating Department:		General Services	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Meyer Dr. Algonquin, IL. 60102 Phone: 847-658-2754 Fax: Contact: steveludwig@algonquin.org	Name: Moore Landscapes Address: 1869 Techny Road Northbrook, IL. 60062 Phone: 847.584.9393 Fax: Contact: Matt Hentschel	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 106,128

SCOPE OF WORK:

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

- General Contract, dated _____, 20__
- Specification No(s): _____, dated _____, 20__
- Plans dated: _____
- Addendum No(s): _____
- Other: Per attached

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	1	Downtown Landscape Maintenance	\$ 106,128	\$ 106,128
			NOT TO EXCEED	
			TOTAL	\$ 106,128

NOTES:

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

WARRANTIES and INDEMNIFICATION

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

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

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

Moore Landscapes, LLC Matt Hentschel
 By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

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

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT/VENDOR:



7/21/20

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

MOORE

LANDSCAPES

February 11, 2020

Steve Ludwig
General Services Supt.
Village of Algonquin
110 Meyer Dr.
Algonquin, IL. 60102

Re: 2020 Landscape Program

Dear Steve,

Thank you for the continuing dialogue with Moore Landscapes regarding your exterior landscape improvement/beautification project for Downtown Algonquin. Based on the conversations regarding services needed we propose the following:

Hanging baskets 2020 Season:

- | | |
|---|-----------------|
| Summer Display | \$16,328 |
| <ul style="list-style-type: none">• Wire baskets shall be picked up by contractor in Late January or early February. The winter display shall be removed and disposed of. Cocoa liners will be replaced. Summer baskets to be grown in wire baskets.• Baskets will be hanged in mid – late May. | |
| Winter Display | \$11,470 |
| <ul style="list-style-type: none">• Wire baskets shall be picked up by contractor in Late October. The summer display shall be removed and disposed of. The wire baskets will be filled with a winter mix of materials such as Evergreen bough and decorative accents along with novelty items for added interest.• Baskets will be hanged in mid - late November. | |

Freestanding Street Planters

Inventory already provided and placed by Village to include:

Campania – Easton (22.5') in Ferro Rustico (Qty:15)

Campania – Millbridge (26.5") in Ferro Rustico (Qty:12)

Glazed – (30"x24") (Qty:9) (Summer Only)

Glazed – (18"x12") (Qty:14) (Summer Only)

- | | |
|--|---------|
| • Furnish and Install Spring Display – Approx. Mid April | \$4,410 |
| • Furnish and Install Summer Display – Approx. Mid May | \$8,014 |
| • Furnish and Install Fall Display – Approx. Mid Sept | \$3,687 |
| • Furnish and Install Winter Display – Approx. Mid Nov | \$5,954 |

Main Street Bridge Railing Planters **\$2,001**

- Furnish and Install proper soil mixture and plant material into existing (6) railing planters on Main Street Bridge.

Seasonal Annuals Rotations Total: \$51,864

MOORE

LANDSCAPES

Landscape Maintenance:

Maintenance: Baskets and Street Urns

Main Street, River Front, and Clock Tower

- Watering of baskets and freestanding planters as needed throughout the growing season – list of materials to be watered indicated below.
- A regimented fertilization program to provide both root and bloom support as plants grow throughout the season maximizing your display potential.
- Pinching, deadheading and floral maintenance
- Trash removal

Glazed Pots 30X24	9	N. Harrison/Cornish
Glazed Pots 18x12	14	N. Harrison/Cornish
Tall Campania	15	Main St.
Small Campania	12	Main St.
Anderson #10 Pots	46	Riverfront/Cornish
Planters Unlimited	28	Main St.
Planters Unlimited	12	Plaza 2 S. Main St.
Planters Unlimited	2	Spare (Store at PW)

Permanent Plantings - Maintenance

Main Street Beds and Pocket Park

- Weeding, pre-emergent, and post emergent
- Perennial cut backs
- Spring and Fall clean up
- Fertilizations
- Pruning
- Pick up of debris

Total Recurring Maintenance: \$54,264

Total Operating Budget Allowance.....\$106,128.00

Thank you once again for the opportunity. I look forward to discussing further a program which fulfills your landscape beautification needs and service delivery.

Sincerely,
Matt Hentschel

General Manager
Moore Landscapes, LLC

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

Contract Price – Vendor/Services

VOA: _____

_____: _____

BASE PAYMENT SCHEDULE

SCHEDULE	PRICE
April	\$0.00
May	\$15,161.16
June	\$15,161.14
July	\$15,161.14
August	\$15,161.14
September	\$15,161.14
October	\$15,161.14
November	\$15,161.14
<hr/>	
	\$106,128.00

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ ; _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____:

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: <i>May 1</i> , 20 <i>20</i>		Purchase Order No.	
Project: Landscape Maintenance		Location: Various - per spreadsheet	
Originating Department:		General Services	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Meyer Dr. Algonquin, IL. Phone: 847-656-2754 Fax: Contact: staveludwig@algonquin.org	Name: Sebert Landscape Address: 1550 W. Bartlett Rd. Bartlett, IL. 60103 Phone: 630 497-1000 Fax: Contact: Shannon Hoban	(where applicable)	
		Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 346,107

SCOPE OF WORK:

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

- ✧ General Contract, dated _____, 20_____ ✧ Specification No(s): _____, dated _____, 20_____
- ✧ Plans dated : _____ ✧ Addendum No(s): _____
- ✧ Other: Per spreadsheet and specifications noted below

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	1	Landscape Services	\$ 346,107 NOT TO EXCEED	\$ 346,107
			TOTAL	\$ 346,107

NOTES:

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

WARRANTIES and INDEMNIFICATION

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

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

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

By: 
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

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

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

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

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

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

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

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

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

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

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

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

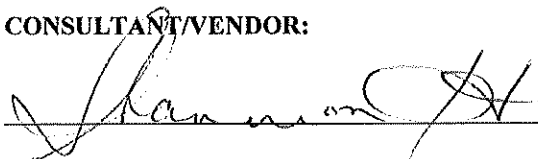
17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner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

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

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

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

CONSULTANT/VENDOR:



7/13/2020
Date _____

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____



Village of Algonquin

The Gem of the Fox River Valley

REQUEST FOR PROPOSAL

The Village of Algonquin is receiving proposals for Grounds Maintenance Services. Proposals must be received no later than **11/2/2018 at 3 P.M.** Proposals will be reviewed no later than **11/9/2018 at 3 P.M.** at which time the Village will consider awarding the work to the least costly of the three most qualified (as determined by the Village) proposers. The Village may, at its discretion, award all, some, or none of the work. These seasonal services shall begin no later than Monday, May 1, 2019.

INFORMATION TO PROPOSERS

1. PROPOSAL INFORMATION:

- A. Proposals, to receive consideration, **MUST** be received prior to the time specified in the request. Proposals received after the specified hour will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope.
 - B. Unless otherwise specified, providers **MUST** use the proposal form furnished by the Village. Failure to do so may cause proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.
 - C. Proposals having any erasures or corrections **MUST** be initialed by the provider in ink. Proposals must be signed in ink. All quotations shall be typewritten or printed in ink. **A digital version of the proposal sheet will be provided upon request.**
 - D. Proposal **MUST** include the location and description of the proposer's permanent place of business.
 - E. Proposal **MUST** provide five (5) references where similar services have been performed in comparable economic scope. "Municipal" references are to be provided if able.
 - F. Proposals should include additional evidence tending to show that the proposer is adequately prepared to fulfill the contract. **This shall include the typical number of employees assigned to the work each day of the week, and the typical equipment compliment provided each day.**
 - G. Proposals **MUST** include a signed copy of the Non-Collusion Certification form (included in specifications)
2. **PRICES AND SERVICES TO BE FIRM:** Proposers warrant by virtue of proposal that prices, terms, and conditions quoted in the proposal will be firm for acceptance for a period of ninety (90) days from the date of proposal opening, unless otherwise agreed to by the Village or the proposer collectively.
 3. **SIGNATURE REQUIRED:** All quotations and proposals **MUST** be signed by an officer or employee having authority to bind the company or firm by his signature.

4. **VARIATIONS TO SPECIFICATIONS:** For purposes of evaluation, the proposer **MUST** indicate any variations from the Village's specifications terms, and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the Village's specifications, terms, and conditions.
5. **TAXES:** The Village of Algonquin is exempt from the payment of Illinois Sales Taxes.
6. **SIGNED PROPOSAL CONSIDERED AN OFFER:** The signed proposal shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon the approval of the Village of Algonquin, and in case of a default on the part of the proposer or contractor after such acceptance, the Village of Algonquin may take such action, as it deems appropriate including legal action for damages or specific performance.
7. **PRICES FOR THE WORK:** The Village shall pay and the contractor shall receive the prices stipulated in the proposal made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the contractor under and as required by the contract.
8. **PAYMENT OF INVOICES:** Once a month, except as hereinafter provided, the contractor shall submit to the Village, an invoice for payment for the months' work performed.

The Village will make payments to the contractor within 30 calendar days after the approval by the Village of the contractor payment request. No payment shall constitute an acceptance of any work not in accordance with the contract documents.

9. **FAILURE TO COMPLETE WORK ON TIME:** This contract is not assignable by contractor, provided, however, subcontracting is allowed as specified herein. If the contractor shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the contractor to that effect. If the contractor does not, within forty-eight (48) hours thereafter, take such measures as will in the judgment of the Village insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, the Village may put on the necessary forces, at the cost to the contractor, to correct such delay or the Village may declare the contractor to be in default and terminate the contract as provided for herein.

10. STANDARD BOND REQUIREMENTS

A. Performance Bond

The successful bidder shall furnish a performance bond equal to the amount of the contract for the year, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide.

11. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The contractor shall be liable for any damages or loss to the Village occasioned by negligence of the proposer (or his agents or any person the provider has designated in the completion of services as a result of this proposal). Contractor shall provide the Village of Algonquin a certificate of insurance naming the Village as an additional insured as outlined below. Contractor is to maintain this coverage from the commencement of work until completion. The cost of this insurance shall be paid by the contractor. Minimum insurance required of all contractors and vendors is noted below in the "Purchase Order Insurance Requirements" section.

12. **HOLD HARMLESS:** Contractor agrees to indemnify, save harmless, and defend the Village of Algonquin, its agents, servants, and employees from any and all lawsuits, claims, demand, liabilities, losses, or expenses which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.
13. **RESERVATIONS, REJECTIONS, AND AWARD:** The Village of Algonquin reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and reserves the right to award the contract for services or equipment to the provider the Village deems will best serve its interests.
14. **SPECIFICATIONS:** Any omission of detail specifications stated herein that would render the materials/services/equipment inappropriate for use as specified will not relieve the provider from responsibility.
15. **EQUAL OPPORTUNITY CLAUSE:** In the event of the proposer or contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Commission Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the Village of Algonquin.
16. **ANTI-COLLUSION STATEMENT:** The signed proposer shall not divulge, discuss, or compare his proposal with other proposers and shall not collude with any other proposer or parties.
17. **PRE-PROPOSAL QUESTIONS:** Any questions regarding proposals should be directed to the General Services Superintendent, Steve Ludwig at steveludwig@algonquin.org, or (847) 658-2754.

GROUNDS MAINTENANCE SERVICES SPECIFICATIONS

1. **Contract Term:** The specified weekly site maintenance services for 2019 are to be performed between May 1st and November 15th. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contract may be extended up to two additional years at rates as submitted on the proposal.
2. **Working Hours:** Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.
3. **Unsatisfactory Performance:** The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
4. **Contractor Representative:** The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
5. **Missed/Skipped Services:** The Village reserves the right to notify the contractor when it determines mowing is not necessary. Should there be instances where weekly services are cancelled; the contractor shall prorate the billing to reflect the services not performed.
6. **Reports:** Contractor shall provide a detailed monthly (or more often if requested) service report outlining services and billing for the services provided for each area during that previous month. Reports shall include as a minimum: summary of routine mowing and landscaping services, dead or damaged plantings (by area), chemicals applied (including chemical MSDS sheets, application rates, and applicator name and license number).

7. **Employees:** Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised and uniformed at all times.
8. **Equipment and Vehicles:** Mowing equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Mowing/trimming must be performed in a manner that any debris is thrown away from nearby persons or property. Grass clippings or debris will not be discharged on to private property.
9. **References:** The contractor shall provide a minimum of five (5) references, preferably related municipal contracts, with the company/ client name, address, contact person, and phone number. In addition, include a brief description of the services and dates of services provided and annual contract value.

Description of Services

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed in a manner that will maintain a healthy, clean, and professionally landscaped appearance.

General Requirements

- a. Mowing shall be provided as directed for each area unless it is determined by the Village that mowing is not necessary, i.e., during extreme dry periods. The Village will contact the contractor no later than noon the work day prior to cancel scheduled mowing services.
- b. All mowing equipment used on this contract shall be equipped with stone deflector shields. All areas shall be cleared of debris prior to mowing. No litter of any type shall be mowed so as to detract from the site. Additionally, litter shall be removed from landscaped areas during each mowing. Contractor must clean up the site again if any debris is hit or created by mowers. Litter, light branches, and twigs shall be removed and legally disposed of by contractor (not in Village litter receptacles). Contractor shall notify the Village of any large branches or trees down to arrange for removal by the Village.
- c. Contractor shall work to avoid site damage with equipment. Problems such as scalping, gouging, tire damage (from turning or creating ruts in wet soil), damage to landscaping or other site amenities, will not be tolerated. Contractor shall immediately cause repair of any damages caused as a result of performing work related to the contract.
- d. All grass clipping or landscape debris shall be removed (swept or blown) from all adjacent or surrounding paved areas, i.e., sidewalks, bike paths, asphalt areas, drainage structures, flared end sections, etc., during or after mowing and trimming. The contractor shall not discharge, windrow, or leave grass clippings in, on, or around mulched landscape areas, individual trees, bodies of water, or other non-lawn areas.
- e. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, boulders, and other fixed objects or obstacles. Trimming height shall match surrounding area grass heights and shall be trimmed concurrent with mowing. Repairs of damage to any item by the action of string trimming will be the responsibility of the contractor. Plants whose health is most likely compromised by string trimming activities will be replaced, in kind, by the contractor within seven (7) days, or at an appropriate planting time as determined by the Village.
- f. Extra caution shall be implemented when mowing on roadways, berms, and rights-of-way to eliminate and prevent damages to residential fencing and landscaping. Residential fencing and

landscaping damages resulting from mowing and trimming activities shall be repaired, to match pre-existing conditions, by the contractor at the contractor's expense. Damages determined to be caused by the contractor, which the contractor refuses to repair, shall be caused to be repaired by the Village and costs charged to the contractor.

- g. The contractor will be responsible for providing any and all work zone safety and traffic control devices. Traffic control safety shall comply with the Manual on Uniform Traffic Control Devices, latest edition.
- h. The contractor shall supply the Village representative a standard weekly and seasonal schedule before the first service. Schedule should denote all tasks, including mowing and those tasks noted below.

Proposal Sheet Item Specifications

Fine Mowing

- a. All turf areas will be mowed evenly to maintain a height of two and one half to three (2.5 to 3) inches. This shall be interpreted to mean weekly maintenance, except in those weeks where service is cancelled due to lack of growth. Grass must be cut evenly so that no ridges remain in the finished cut. Grass clippings will not need to be picked up provided mowing practices do not create excessive clippings. Should excessive clippings be present they shall be removed from the site at no additional cost. Excessive clippings shall be defined as grass clippings that rest on the surface of newly mown turf, causing the formation of matting or bunching of clippings.
- b. Complete edging of the grass adjacent to all sidewalks, curbs, or other asphalt or concrete surfaces shall be performed during the months of May, July, and September.

Rough Mowing

- a. All turf areas will be mowed evenly at six (6) inches down to a height of three (3) inches. This shall be interpreted to mean every other week in the spring months, and every third (3rd) week during drier periods. Grass must be cut evenly so that no ridges remain in the finished cut. Grass clippings will not need to be picked up.

Field Mowing

- a. All turf areas will be mowed evenly at eight (8) inches down to a height of four (4) inches. This shall be interpreted to mean every four (4) to six (6) weeks, dependent upon seasonal growth. Grass must be cut evenly so than no ridges remain in the finished cut. Grass clippings will not need to be picked up.

Fall Clean Up

- a. The contractor will be responsible for removing all accumulated leaves from subject properties and hauling them off site for proper disposal. This work shall commence on the first work day in October and continue through the last work day in November. Work shall be performed weekly during the eight (8) week time period.

Spring Clean Up/Bed Preparation

- a. The contractor will be responsible for raking and policing grounds subject to this contract in the spring to remove debris, branches, and other items that have accumulated on the lawn areas throughout the winter. This work shall be accomplished prior to the first lawn mowing o the year.

- b. Ground covers and perennial planter areas will be cleaned of debris in early spring. Ornamental grasses and perennial plants shall be cut to crown level at this time as well. Applicable perennials shall be trimmed and removed at the plant crown in the fall.
- c. Premium shredded hard wood mulch shall be installed. It shall be placed in all landscaped areas within the first two weeks of the mowing season. Individual trees with existing mulch rings shall receive this mulch as well. Tree mulch rings will be maintained at a minimum diameter of four feet. Mulched areas shall receive no more or less than two inches of mulch. Mulched areas shall not be greater than six (6) inches higher than the existing site grade. Mulch shall not be placed against the trunks or stems of any woody plant (no volcano mulching).

Bed Maintenance

- a. Shrubs, ornamental trees, and other plants (not deciduous shade trees) shall be maintained according to industry standards. They shall be pruned as required to maintain natural growth characteristics. Shrubs and plants shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural height and shape. Ground covers to be trimmed two (2) times per season. Shrubs and plants located at building structures shall be maintained a minimum of three horizontal inches from the exterior walls of said structures.
- b. Deciduous and flowering shrubs shall be properly pruned and thinned immediately after the blossoms have cured, with top pruning restricted to shaping the terminal growth, removal of interfering branches and control of the height of the plant.
- c. Hedges, both evergreen and deciduous, shall be trimmed (sheared) two (2) times per season during the months of June and August.
- d. The contractor shall notify the Village of suspected or observed insect infestations when the observation is first noticed.
- e. Landscaped beds and tree rings shall be kept weed free and be serviced not less than monthly. Service shall include clean up, weeding, and edging as needed. Bed-edging shall be done by hand or mechanical device and will provide an aesthetically pleasing, smooth, workmanlike edge. Care shall be taken not to damage tree and shrub root structures during edging process. Pre-emergent weed control may be used in some bed areas, but must be discussed with, and approved by the Parks and Forestry Superintendent.

Turf Weed Control/Fertilization

- a. Fertilizer that supplies the major nutrients of nitrogen and potassium shall be utilized and dispensed in accordance with manufacturer's recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. The following two (2) application schedules for fertilization and weed control shall be completed: **Spring (before May 15th)** granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Fall (September)** granular/liquid fertilizer. It shall be the contractor's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Parks and Forestry Superintendent prior to application.

Core Aeration

- a. Core aeration of the facilities will take place two (2) times per year; once during the week of April 15th and once during the week of September 1st. Core aeration will be performed with equipment specifically designed for this task. Aeration shall be performed when the soil is moist and most optimum for pulling desirable cores. Core penetration shall be to a minimum depth of one and a

half (1.5) inches. Coring shall be provided in two directions at each site, with the cores to remain on site to be disbursed by subsequent mowing activity. The contractor is responsible for identifying any and all ground based hazards, including utilities, as it relates to this work.

Maintenance of Non-turf Areas

- a. Paved areas including parking lots, curb lines, sidewalks and walking paths, entrance ways, fence rows, playground areas, and the like shall be maintained free and clear of vegetative growth. This work shall typically be accomplished using a broad spectrum systemic herbicide, which must be approved by the Parks and Forestry Superintendent.
- b. Accumulated trash and debris shall be removed, and properly disposed, from these areas, as well as natural areas, tree lines, and any other site related area where debris accumulation would detract from the neat and clean appearance of the parcel.

Ordinance Violation Mowing

- a. The contractor shall provide a set hourly wage for the mowing of properties that are in violation of the Village ordinance. Before mowing any properties in violation, an estimate of hours must be submitted to Community Development for approval. These properties are to be mowed within three business days of approval of the estimate. The Village reserves the right to use other vendors for this service based on cost and responsiveness.

Any questions relative to this document should be addressed to:

Steve Ludwig, Village of Algonquin General Services Superintendent
(847) 658-2754 ext. 411, or steveldudwig@algonquin.org

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

Contract Price – Vendor/Services

VOA: _____

_____: _____

Wynfield Park	1.5-037	4.15	\$	4,623.00				\$	32.00			\$	75.00	\$	4,725.00	\$	4,725.00								
Wynfield @ Richmond Ln																									
Stony Hill Rd East Side 179 Foster Cir To 1429 St. Helens Rd	1.5-038	0.04	\$	116.00											\$	116.00	\$	116.00							
Water Treatment Plant #1 1841 Wynfield Dr	1.5-039	0.18	\$	1,873.00				\$	210.00	\$	170.00	\$	148.00	\$	53.00	\$	2,022.00	\$	1,873.00						
Wynfield Dr ROW N. Side 139 E. to First Residence	1.5-040	0.10	\$	470.00											\$	470.00	\$	470.00							
Laybelle Park Levee and Encastment	1.5-041	2.24	\$	1,552.00											\$	59.00	\$	1,611.00	\$	1,552.00					
Walden 1555 Stony Hill Rd	1.5-042	0.14	\$	842.00				\$	109.00	\$	109.00	\$	100.00	\$	73.00	\$	21.00	\$	1,021.00	\$	842.00				
Wynfield Farms Park 2091 Wynfield Dr	1.5-044	8.10	\$	7,218.00				\$	484.00	\$	2,337.00	\$	378.00	\$	78.00	\$	16,721.00	\$	7,218.00						
Drummond Park 1850 Dunbar Dr	1.5-045	2.21	\$	2,222.00													\$	2,222.00	\$	2,222.00					
Cooper Lane Rd ROW S.W. Corner of Mason Rd	1.5-046	0.07	\$	420.00				\$	75.00	\$	145.00	\$	110.00				\$	75.00	\$	420.00					
Hubbick Park 1845 Strangas Rd	1.5-047	1.17	\$	1,515.00				\$	320.00	\$	1,512.00	\$	125.00				\$	39.00	\$	1,642.00	\$	1,515.00			
Hansen Road Town 148 Hansen Rd	1.5-048	0.15	\$	300.00				\$	56.00	\$	245.00	\$	72.00	\$	53.00	\$	42.00	\$	61.00	\$	300.00				
High Hill Park 151 Eastwood Dr To Woodland Dr	1.5-049	0.21	\$	6,791.00				\$	412.00	\$	1,593.00	\$	270.00				\$	45.00	\$	8,652.00	\$	6,791.00			
Village Hill 1919 Hamble Dr	1.5-052	1.35	\$	4,123.00				\$	354.00	\$	3,104.00	\$	370.00	\$	278.00	\$	75.00	\$	41,843.00	\$	4,123.00				
Strangas Rd (Harrison Dr. ROW)	1.5-053	0.17	\$	420.00													\$	52.00	\$	470.00	\$	420.00			
Strangas Rd ROW 113 Strangas Rd	1.5-074	1.10	\$	470.00													\$	70.00	\$	470.00	\$	470.00			
Strangas Road 141 Strangas Rd	1.5-055	0.02	\$	100.00				\$	120.00	\$	56.00									\$	100.00	\$	100.00		
Chalder Rd ROW Between 19 A. To Oakton Rd	1.5-056	0.01	\$	47.00																\$	47.00	\$	47.00		
Chalder Rd ROW 141 S. To 143 Buckingham Dr	1.5-057	0.07	\$	450.00																\$	450.00	\$	450.00		
Harrison Dr. W. ROW N. Side Between 145 Buckingham Dr & 209 Lake Dr. S.	1.5-058	0.16	\$	420.00																\$	420.00	\$	420.00		
Lake Dr. S. Between 119 Lake Dr. S.	1.5-059	1.41	\$	1,823.00				\$	756.00	\$	384.00									\$	2,113.00	\$	1,823.00		
Argalla Dr. ROW Between 135 S. & 139 Argalla Dr	1.5-059	0.07	\$	420.00																\$	420.00	\$	420.00		
Hansen Rd. ROW (to S. Side) County Line Rd to Harrison Dr	1.5-063		\$	420.00																\$	420.00	\$	420.00		
Hansen Rd. ROW E. Side Pasadena ROW to House	1.5-064	1.15	\$	150.00																\$	150.00	\$	150.00		
Hansen Rd. ROW W. Side Argonne Rd to Home	1.5-065		\$	420.00																\$	420.00	\$	420.00		
Hansen Row 1151 Hansen Rd	1.5-104	0.04	\$	350.00				\$	90.00	\$	437.00	\$	50.00	\$	29.00	\$	1,022.00			\$	350.00	\$	1,022.00		
White Chapel Damson East of 142 White Chapel Ln	1.5-102	0.40	\$	510.00																\$	510.00	\$	510.00		
Norway Hill ROW At Wynfield	1.5-103	0.22	\$	450.00																\$	450.00	\$	450.00		
Erde Park & ROW	1.5-106	1.02	\$	2,113.00																\$	2,113.00	\$	2,113.00		
Hansen Rd. Landscaped Walk 110 Hamble Rd	1.5-174	0.19	\$					\$	1,433.00	\$	311.00									\$	85.00	\$	2,313.00	\$	2,313.00
1415 Edgewood Dr	1.5-210	1.11	\$	2,813.00				\$	316.00	\$	1,070.00									\$	2,487.00	\$	2,813.00		
Village Entrance Sign Landscaping Argonne Rd W. of Warwick Dr	1.5-211	0.55	\$	210.00				\$	50.00	\$	45.00									\$	37.00	\$	495.00	\$	495.00
1425 Warburton Dr. ROW	1.5-222	0.07	\$	310.00																\$	50.00	\$	310.00	\$	310.00
Harrison Damson 1423 Harrison Dr N.	1.5-215	1.23	\$	1,410.00				\$	315.00	\$	1,020.00									\$	31.00	\$	1,410.00	\$	1,410.00
Quail Country Nature Preserve 1441 Foster Cir	1.5-216	0.30	\$	810.00				\$	120.00	\$	70.00									\$	31.00	\$	1,052.00	\$	1,052.00

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ : _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

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