

AGENDA
COMMITTEE OF THE WHOLE
May 11, 2021
2200 Harnish Drive
Village Board Room
7:30 P.M.

Trustee Spella– Chairperson
Trustee Steigert
Trustee Glogowski
Trustee Smith
Trustee Brehmer
Acting President Sosine

- AGENDA -

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 an Agreement with North Star Group for the Employment Services of Mike Darrow
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with Sebert Landscape of Bartlet for the Village-wide Annual Landscape Maintenance
 - B. Consider an Agreement with Clarke Environmental Mosquito Management for the 2021 Mosquito Control
 - C. Consider an Agreement with HR Green for the Algonquin Lakes Street Improvements Construction Management
 - D. Consider an Agreement with Arrow Road Construction for the Algonquin Lakes Street Improvements Construction
 - E. Consider an Agreement with Chicagoland Paving for the 2021 Asphalt Patching Project
 - F. Consider an Agreement with SpaceCo Inc for the Construction Management Services for the Harish Drive Roadway Rehab Project
 - G. Consider an Agreement with Arrow Road Construction for the Harish Drive Roadway Rehab Project
 - H. Consider an Agreement with HR Green for the Lake Drive South Street Improvements Construction Management
 - I. Consider an Agreement with Arrow Road Construction for the Lake Drive South Street Improvements Construction
 - J. Consider an Agreement with CBBEL for the Phase 3 Construction Engineering for the Randall Road Wetland Enhancement Project
 - K. Consider an Agreement with Baxter & Woodman Natural Resources for the Randall Road Wetland Enhancement Project
 - L. Consider an Agreement with CBBEL for the Phase 3 Construction Engineering for the Ratt Creek Sanitary Sewer Relocation Project
 - M. Consider an Agreement with Martam Construction for the Ratt Creek Sanitary Sewer Relocation Project
 - N. Consider Certain Vehicles as Surplus
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: May 6, 2021

TO: Committee of the Whole

FROM: Jason C. Shallcross, AICP, Community Development Director

SUBJECT: Community Development Contract - The North Star Group

Through GovHR, Mike Darrow has assisted the Village of Algonquin in its transition between Community Development Directors since February. With Mr. Darrow's contract set to expire on May 21st, we would like to make every effort to keep him on staff. Mike's emphasis on customer service, communication, and transparency along with the quality of work product he produces are an asset to this Village as we continue to hire new staff and pursue community and economic development projects.

Over the past month, we have had conversations with Mr. Darrow about securing a role within the Village to assist with on-boarding new staff, perform short and long-range planning tasks, recommend zoning updates which could include form-based codes, analyze tax increment pro forma, participate in community engagement, review planning and design projects, create marketing materials, and serve as a trusted team member within the Community Development Department.

Based upon his experience, team-driven approach, transparency, and commitment to the values of our Village and of course his excitement to continue to be a part of our team, we are recommending approval of a \$12,500 per month retainer for his services under the North Star Grp which is a registered and insured LLC.

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 19th day of May, 2021.

CLIENT

Village of Algonquin
2200 Harnish Dr, Algonquin, IL 60102
(the "Client")

CONTRACTOR

The North Star Grp
5865 Neal Avenue N. #341, MN 55082
(the "Contractor")

A. BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

B. SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
2. Duties and core functions - NSG/Mike Darrow will serve at the discretion of the Community Development Director. Duties and core functions include, but are not limited to:
 - I. Staff-onboarding
 - II. Sign Ordinance Review
 - III. Policy and procedure review
 - IV. Housing studies and analysis
 - V. Short and long-range planning
 - VI. Economic development and marketing
 - VII. Day to day department duties as assigned

- VIII. Planning review and presentations as assigned
 - IX. Zoning audits and recommended updates/amendments
 - X. Code and planning calls (Monday - Friday 8:00 AM – 5:00 PM)
 - XI. Assistance with staff transitions (including fill-in/transitional duties as assigned)
 - XII. Tax Increment analysis, financial review, proforma review and TIF management
 - XIII. Serve the Community Development Director and Village as a trusted Community Development Deputy Director which may include the attendance of night meetings, as needed.
3. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

C. TERM OF AGREEMENT

- 1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until May 31, 2022, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 2. In the event that either Party wishes to terminate this Agreement prior to May 31, 2022, that Party will be required to provide 30 days written notice to the other Party.

D. PERFORMANCE

- 1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

E. CURRENCY

- 1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

F. COMPENSATION

- 1. The Contractor will charge the Client for the Services at the rate of \$12,500.00 per month (the "Compensation").
- 2. The Client will be invoiced every month and are due within 30 days of receipt.

G. REIMBURSEMENT OF EXPENSES

- 1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- 2. All expenses must be pre-approved by the Client.

H. INTEREST ON LATE PAYMENTS

1. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

I. CONFIDENTIALITY

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

J. OWNERSHIP OF INTELLECTUAL PROPERTY

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

K. RETURN OF PROPERTY

1. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

L. CAPACITY/INDEPENDENT CONTRACTOR

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

M. RIGHT OF SUBSTITUTION

1. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
2. In the event that the Contractor hires a sub-contractor:
 - I. the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - II. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

N. AUTONOMY

1. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client. A schedule will be submitted to the Client on a monthly basis for approval which will highlight office hours, night meetings, projects and community meetings, as needed.

O. EQUIPMENT

1. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

P. NO EXCLUSIVITY

1. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

Q. NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

III. Village of Algonquin
2200 Harnish Dr, Algonquin, IL 60102

IV. The North Star Grp
5865 Neal Avenue N. #341, MN 55082

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

R. INDEMNIFICATION

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

S. ADDITIONAL CLAUSES

1. The Client will reimburse for mileage within the Village of Algonquin and immediate surrounding areas.
2. The Client will provide an identification badge for the Contractor to use when representing the community.
3. The Client will provide the Contractor with a cell phone, laptop with VPN access to be used for Village business only.

T. MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

U. TIME OF THE ESSENCE

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

V. ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

W. ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

X. ENUREMENT

1. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Y. TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Z. GENDER

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

AA. GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

BB. SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

CC. WAIVER

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 19th day of May, 2021.

Village of Algonquin

Per:

(Seal)

Officer's Name: _____

The North Star Grp

Per:

(Seal)

Officer's Name: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 29, 2021

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Superintendent

SUBJECT: Budget Purchase Approval - Landscaping

The purpose of this memo is to garner approval for contracted and budgeted expenses for landscape maintenance, Village-wide, provided by Sebert Landscape of Bartlett, IL. This annual program provides a variety of landscape services to our many sites, primarily, turf mowing and planter bed maintenance. This is the third year of a three-year contract, which has been increased to account for added site locations over the last year.

The cost for the services for this year is \$354,381. The locations and pricing sheet is attached for your review.

It is my recommendation to approve the following work as approved in the budget for the following work and contractors:

- **Landscape maintenance to Sebert Landscape of Bartlett, IL. in the amount of \$354,381.**

I look forward to your response.

Task		Fine Mowing	Rough Mowing	Field Mowing	Fall Clean Up	Spring Clean Up/Bed Preparation	Bed Maintenance	Turf Weed Control/Fertilization	Core Aeration	Maintenance of Non-Turf Areas	Annual Site Total	General Services	Water	Sewer	Redistribution	
Cycles		30	12	6	8	1	30	2	2	30						
Location - East	Site #	Acres	***SHADED AREAS SHALL NOT BE QUOTED***													
Hillside Booster Station 1310 Hillside Dr.	LS-074	0.09	\$ 420.00				\$ 270.00	\$ 270.00	\$ 180.00		\$ 80.00	\$ 1,220.00	\$	1,220.00		
Waste Water Treatment Plant 125 W Broad St.	LS-075	5.67	\$ 4,395.00				\$ 508.00	\$ 2,398.00	\$ 680.00		\$ 530.00	\$ 80.00	\$ 8,391.00	\$	8,391.00	
Stoneybrook Park 1200 Huntington Dr. North	LS-063	2.58	\$ 2,140.00				\$ 343.00	\$ 490.00	\$ 442.00		\$ 175.00	\$ 3,590.00	\$	3,590.00		
Jaycee Park 1295 Parkwood Cir.	LS-064	1.22	\$ 2,016.00				\$ 114.00	\$ 450.00	\$ 120.00		\$ 40.00	\$ 2,740.00	\$	2,740.00		
Parkview Terrace West Between 1300 Parkview & 1240 Fairmont Ct.	LS-065	0.92	\$ 1,350.00					\$ 120.00			\$ 45.00	\$ 1,515.00	\$	1,515.00		
High Hill Dam Hannish Dr. at Eagle Ridge	LS-067	1.02	\$ 1,350.00								\$ 45.00	\$ 1,395.00	\$	1,395.00		
Huntington Booster 700 Huntington Dr.	LS-068	0.34	\$ 895.00				\$ 260.00	\$ 260.00	\$ 175.00		\$ 130.00	\$ 1,800.00	\$	1,800.00		
Sunny Ln ROW 1020 Sunny Ln.	LS-071	0.40	\$ 940.00									\$ 940.00	\$	940.00		
Go-Angle Park 700 Terrace Dr.	LS-070	3.87	\$ 4,100.00				\$ 342.00	\$ 2,042.00	\$ 277.00		\$ 100.00	\$ 6,861.00	\$	6,861.00		
Edgewood Rd. Both Sides Hanson Rd. to Rte. 31	LS-072	3.25	\$ 3,570.00								\$ 45.00	\$ 3,615.00	\$	3,615.00		
Rattay Triangle Rattay and Hayes	LS-076	0.29	\$ 1,010.00					\$ 180.00				\$ 1,190.00	\$	1,190.00		
Hill Climb Park 901 Circle Dr.	LS-078	5.65	\$ 4,500.00				\$ 1,024.00	\$ 4,800.00	\$ 980.00		\$ 75.00	\$ 11,279.00	\$	11,279.00		
Armstrong St. 901 Armstrong St. to 901 W. Algonquin Rd.	LS-080	0.27	\$ 240.00									\$ 240.00	\$	240.00		
Public Works 110 Meyer Dr.	LS-081	1.82	\$ 4,400.00				\$ 556.00	\$ 5,056.00	\$ 675.00		\$ 152.00	\$ 10,839.00	\$	10,839.00		
Towne Park 100 Jefferson St.	LS-082	5.09	\$ 5,522.00				\$ 342.00	\$ 3,402.00	\$ 437.00		\$ 100.00	\$ 9,803.00	\$	9,803.00		
Historic Village Hall 2 S. Main St.	LS-083	0.14	\$ 1,260.00				\$ 236.00	\$ 916.00	\$ 275.00		\$ 150.00	\$ 2,612.00	\$	2,612.00		
Municipal Lot Parkways Corner of Washington to creek	LS-084	0.18	\$ 480.00					\$ 50.00			\$ 25.00	\$ 555.00	\$	555.00		
IBS Harrison - Empty Lot	LS-084	0.00														
Cornish Park 101 Harrison St S.	LS-085	1.82	\$ 2,880.00				\$ 342.00	\$ 4,802.00	\$ 400.00		\$ 75.00	\$ 8,589.00	\$	8,589.00		
Huntington Dr. Walls	LS-086	0.35					\$ 280.00	\$ 1,096.00	\$ 252.00			\$ 1,628.00	\$	1,628.00		
Riverfront Park 201 Harrison St N.	LS-087	0.80	\$ 2,100.00				\$ 288.00	\$ 5,163.00	\$ 480.00		\$ 75.00	\$ 8,106.00	\$	8,106.00		
Pioneer Park 1250 Greatham Terrace	LS-088	0.64	\$ 1,100.00				\$ 152.00	\$ 424.00	\$ 100.00		\$ 45.00	\$ 1,821.00	\$	1,821.00		
Pioneer Rd. from Cemak Rd. to Wildwood Rd.	LS-089	0.33	\$ 195.00									\$ 195.00	\$	195.00		
Cary Road Booster Station 1091 Cary Rd. at Beachway Dr.	LS-090	0.35	\$ 420.00				\$ 252.00	\$ 252.00	\$ 100.00		\$ 75.00	\$ 1,819.00	\$	1,819.00		
Arrowhead Dr./Ash St N. Side from Elm St. to 625 Ash St.	LS-093	0.78	\$ 420.00									\$ 420.00	\$	420.00		
River Rd. S. ROW W. Side S. of 62 to First House	LS-094	0.30	\$ 750.00									\$ 750.00	\$	750.00		
River Rd. N. ROW Algonquin Rd. to 14 River Rd. N.	LS-095	0.01	\$ 450.00									\$ 50.00	\$ 50.00	\$	500.00	
Algonquin Rd. ROW S. Hubbard to River Rd. N.	LS-096	0.03	\$ 400.00									\$ 50.00	\$ 450.00	\$	450.00	
Longwood Dr. Lot ROW 530 to 500 Algonquin Rd.	LS-098	0.29	\$ 1,425.00									\$ 1,425.00	\$	1,425.00		
Presidential Park 700 Highland Ave.	LS-100	13.03	\$ 7,660.00				\$ 288.00	\$ 1,648.00	\$ 280.00		\$ 120.00	\$ 9,996.00	\$	9,996.00		
Highland Ave. N. Side from Riverview Dr. East to Village Limits	LS-102		\$ 1,580.00									\$ 136.00	\$	1,716.00		
Highland Ave. S. Side from Tangewood Dr. East to V4 Limit	LS-102		\$ 2,408.00					\$ 1,618.00				\$ 406.00	\$	4,024.00		
Highland Bike Path Highland Ave. N. of 62 east side to Tangewood	LS-102	3.57	\$ 1,160.00									\$ 150.00	\$ 1,310.00	\$	1,310.00	
Transportation Corridor Highland Ave. to Lake Cook Rd.	LS-103	11.56	\$ 195.00										\$ 195.00	\$	195.00	
Bob Smith Park 1420 Yellowstone Parkway	LS-104	2.28	\$ 2,640.00				\$ 768.00	\$ 2,658.00	\$ 160.00		\$ 25.00	\$ 6,251.00	\$	6,251.00		
Blue Ridge Detention (Not Bowls) 1090 Blue Ridge Pkwy.	LS-105	3.05	\$ 1,680.00					\$ 240.00				\$ 45.00	\$ 1,965.00	\$	1,965.00	
Holder Park 1640 Tinewood Ln.	LS-106	5.20	\$ 3,600.00				\$ 342.00	\$ 2,500.00	\$ 300.00		\$ 70.00	\$ 6,812.00	\$	6,812.00		
Countryside Detention ROW 445 Countryside Dr.	LS-107	0.22	\$ 720.00									\$ 100.00	\$ 820.00	\$	820.00	
Countryside Booster 900 Wesley Rd.	LS-108	0.31	\$ 400.00				\$ 252.00	\$ 430.00	\$ 45.00		\$ 70.00	\$ 1,242.00	\$	1,242.00		
Oxocla Lot 806 Oxocla Dr.	LS-109	0.13	\$ 420.00									\$ 420.00	\$	420.00		
Schuetz St. ROW S. Side Oxocla to 395 Schuetz St.	LS-110	0.21	\$ 750.00									\$ 750.00	\$	750.00		
Longwood ROW Longwood West side 62 S. to School	LS-111	0.41	\$ 1,500.00									\$ 75.00	\$ 1,575.00	\$	1,575.00	

Woodview Island @ 18 Woodview Ln.	LS-112	0.26	\$ 985.00		\$ 80.00		\$ 1,065.00	\$ 1,065.00
Snapper Park 999 Longwood Dr	LS-113	3.48	\$ 3,400.00	\$ 342.00	\$ 1,098.00	\$ 255.00	\$ 92.00	\$ 5,187.00
Souwanas Tr. ROW N. Side Van Dr. E. to Creek	LS-114		\$ 600.00		\$ 458.00	\$ 225.00		\$ 1,283.00
Souwanas Tr. ROW S. Side 845 Souwanas Tr. to Creek	LS-114		\$ 600.00					\$ 600.00
Souwanas Tr. ROW s. side between Ocoosa Dr. & Onaway rd.	LS-114	1.76	\$ 480.00					\$ 480.00
Souwanas Trail Landscaped Wall N. Side W. of 1010 Souwanas Tr.	LS-115	0.03			\$ 204.00	\$ 101.00		\$ 365.00
Water Treatment Plant #1 1010 Souwanas Tr.	LS-116	0.36	\$ 896.00	\$ 236.00	\$ 380.00	\$ 112.00	\$ 70.00	\$ 1,839.00
Well #6 901 Sandboom Rd.	LS-117	0.10	\$ 420.00					\$ 420.00
Sandboom Rd. W. Side from Hickory Ln. to Village Limit	LS-118		\$ 3,193.00					\$ 3,193.00
Sandboom Rd. ROW W. Side Souwanas to Village Limit	LS-118	3.46	\$ 450.00					\$ 450.00
Riverwood Lot Lot S. of 1410 Riverwood Dr.	LS-119	0.14	\$ 532.00			\$ 25.00	\$ 25.00	\$ 582.00
Riverwood Bike Path 1620 Riverwood Dr.	LS-140	0.05		\$ 128.00	\$ 380.00	\$ 128.00		\$ 636.00
Algonquin Shores L.S. 525 Lomindav	LS-120	0.16	\$ 420.00	\$ 230.00	\$ 372.00	\$ 168.00	\$ 75.00	\$ 1,265.00
Well #7 & #11 2000 Sandboom Rd.	LS-121	0.50	\$ 1,200.00	\$ 200.00	\$ 480.00	\$ 168.00	\$ 75.00	\$ 2,168.00
Sandboom Rd. E. Side from Jewel Food Store to Village Limit	LS-123	1.13	\$ 1,100.00					\$ 1,100.00
Compton Dr. Islands Sandboom Rd. E. To Lake Plumleigh Way	LS-124			\$ 5,715.00	\$ 840.00			\$ 6,555.00
Compton Dr. Island @ 1401 Compton Dr.	LS-124	0.56	\$ 420.00			\$ 168.00		\$ 588.00
Algonquin Lakes O.S. Site Maps	LS-126	7.01	\$ 8,100.00			\$ 300.00	\$ 100.00	\$ 8,500.00
Compton Dr. - Lake Plumleigh Way to Algonquin Rd.	LS-127	1.14	\$ 980.00		\$ 1,800.00	\$ 110.00	\$ 75.00	\$ 2,055.00
Village Entrance Sign Landscape Algonquin Rd. W. of Route 25	LS-128	0.02			\$ 95.00	\$ 45.00		\$ 140.00
Re-31 Bypass Edgewood to North Boundary	LS-130	11.41	\$ 15,300.00					\$ 15,300.00
Zimmerman Park LaFox River Dr. and Center St.	LS-133	0.13	\$ 420.00		\$ 50.00		\$ 30.00	\$ 500.00
Downtown Redevelopment Area 20 S Harrison St.	LS-141	0.89	\$ 1,080.00					\$ 1,080.00
Legion Dr. Both Sides Huntington Dr. to Home	LS-150	0.34	\$ 1,250.00					\$ 1,250.00
Harper Dr. Bike Path Dr. at Eagle Ridge	LS-164	0.43	\$ 896.00	\$ 320.00	\$ 635.00	\$ 125.00	\$ 75.00	\$ 2,051.00
Cardinal Dr. ROW, W. side of Cardinal from Edgewood to across from 1211 Cardinal	LS-168	0.27	\$ 896.00					\$ 896.00
N Main St. 506 & 521 North to Arrowhead Dr.	LS-169	1.38	\$ 960.00					\$ 960.00
Shooting Range	LS-171	1.00	\$ 1,568.00					\$ 1,568.00
Harminh Dr. ROW Rear Parkway only, behind 400 Shagbark Ct.	LS-172	0.03	\$ 305.00					\$ 305.00
Harper Ct. Culvert Landscaping Both side of Harper near 925 Harper	LS-173	0.05		\$ 320.00	\$ 680.00	\$ 175.00		\$ 1,175.00
Beach Dr. (A ROW between dead ends) Beach @ Fox River Dr.	LS-210	0.31	\$ 680.00					\$ 680.00
Beach Dr. (A ROW between dead ends) Beach @ Fox River Dr.	LS-077	0.21	\$ 680.00					\$ 680.00
Village Entrance Sign Landscape Route 31 S. of Klassen Rd.	LS-222	0.03	\$ 266.00		\$ 85.00	\$ 40.00		\$ 391.00
2021 Taboe Easement 2021 Taboe Pkwy.	LS-228	0.10	\$ 420.00					\$ 420.00
LaFox River Dr Bridge 604 LaFox River Dr.	LS-497	0.08	\$ 110.00				\$ 50.00	\$ 160.00
Makers Park Ammining St.	LS-498	0.45	\$ 200.00					\$ 200.00
MCCD Trailhead at Main St. of 609 S. Route 31	LS-501	0.39	\$ 280.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 60.00	\$ 700.00
TOTAL ACRES		116.7407005						\$ 165,163.00
EAST - Per Cycle Cost			\$ 4,063.27	\$ 105.00	\$ 1,119.38	\$ 51,799.00	\$ 397.90	\$ 87.50
EAST - Total Cost			\$ 121,898.00	\$ 630.00	\$ 8,955.00	\$ 51,799.00	\$ 11,937.00	\$ 1,775.00

Ordinance Violation Mowing Hourly Rate: \$ 50.00

VILLAGE OF ALGONQUIN LANDSCAPE MAINTENANCE CONTRACT PROPOSAL

It is understood that this proposal form, when signed by both parties shall constitute a contract for the period of time commencing on May 1, 2019, and terminating on November 15, 2019. Subsequent season contracts shall be for the period of April 15 to November 15 of each year, should the parties agree to extend the contract for up to an additional two years. It is also understood that either party may cancel the whole or any part of this contract with the delivery of fifteen (15) days written notice to the other party. All proposed prices shall remain in effect for the entirety of said season.

It is further understood that the Village of Algonquin reserves the right to waive any formality in or to reject in whole or part any proposal or all proposals.

The undersigned having examined all proposal documents, and having visited all proposal site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the proposal prices, as submitted.

Proposer Information (Company name, address, phone number, primary contact information, email address, etc.):

Proposer (Authorized Signature) _____ Date _____ Village Agent (Authorized Signature) _____ Date _____

Village Entrance Sign Landscape Algonquin Rd. W. of Wentworth Dr.	LS-221	0.05	\$ 240.00				\$ 95.00	\$ 45.00			\$ 35.00	\$ 415.00	\$	415.00
1560 Wentworth Pkwy ROW	LS-223	0.07	\$ 360.00								\$ 30.00	\$ 390.00	\$	390.00
Huntington Detention 1530 Huntington dr N.	LS-224	1.20	\$ 1,610.00				\$ 305.00	\$ 132.00			\$ 35.00	\$ 2,082.00	\$	2,082.00
Creeks Crossing Nature Preserve 1661 Foster Cir.	LS-226	0.39	\$ 840.00				\$ 100.00	\$ 75.00			\$ 35.00	\$ 1,050.00	\$	1,050.00
Stone Ridge Bike Path Connector 1461 Wymfield Dr	LS-227	0.19	\$ 480.00								\$ 75.00	\$ 555.00	\$	555.00
Huntington Dr PRV SW Corner Huntington & Stonegate	LS-490	0.01					\$ 75.00	\$ 165.00	\$ 110.00			\$ 350.00	\$	350.00
Spring Hill PRV SW Corner County Line & Hanson	LS-500	0.01					\$ 75.00	\$ 165.00	\$ 110.00			\$ 350.00	\$	350.00
TOTAL ACRES		119.9712897											\$	122,601.00
WEST - Per Cycle Cost			\$ 3,433.93	\$	\$ 506.33	\$ 721.13	\$ 29,965.00	\$ 305.43	\$ -	\$ 647.50	\$ 77.83	\$ 35,607.16	\$	
WEST - Total Cost			\$ 103,018.00	\$ -	\$ 3,038.00	\$ 5,849.00	\$ 29,965.00	\$ 9,163.00	\$ -	\$ 1,295.00	\$ 2,335.00	\$ 154,603.00	\$	

Ordinance Violation Mowing Hourly Rate: \$ 50.00

**VILLAGE OF ALGONQUIN
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

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Proposer (Authorized Signature)

Date

Village Agent (Authorized Signature)

Date



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 29, 2021

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Superintendent

SUBJECT: Budget Purchase Approval – Mosquito Control

The purpose of this memo is to garner approval for contracted and budgeted expenses for mosquito control, Village-wide, provided by Clarke Environmental Mosquito Management, Inc. of St. Charles, IL. This annual program, which has run for many years now, has had a wonderful impact upon minimizing the potential health risks that sometimes can be associated with mosquitos. The program limits their populations through a variety of efforts, and provides the added benefit of fewer populations for the improved comfort of the community. The budget was based upon the proposal amount, which is \$40,280. The quote is attached for your review.

It is my recommendation to approve the following work as approved in the budget for the following work and contractors:

- **Mosquito control services to Clarke Environmental Mosquito Control, Inc. of St. Charles, IL. in the amount of \$40,280.**

I look forward to your response.



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for
The 2021 Village of Algonquin
EarthRight™ Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage naming the Village of Algonquin additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Algonquin representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 3 inspections
 - 1. Three (3) complete inspections of up to 287 sites as outlined by most recent Clarke GIS Survey.
 - 2. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with Natular® mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides for up to 25 acres of single brood or 30 day residual product via backpack, hand, or helicopter application.
 - 2. Catch Basins: One treatment of up to 4,500 catch basins, inlets and manholes using Natular®XRT extended residual slow release larvicide for up to 180 day control.



Part IV. Adult Control

- A. Adulticiding in Residential Areas:
 - 1. As authorized by the Village of Algonquin, community-wide truck ULV treatments of up to 175 miles of streets using Merus™, a botanical insecticide. Treatments may be on a section or Village basis at a cost of \$90.00 per mile (minimum of 15 miles).
- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2021 EarthRight™ Payment Total Price for Parts I, II, III, IV**

\$40,280.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for
The 2021 Village of Algonquin
EarthRight™ Program**

I. Program Payment Plan: For Parts I, II, III, and IV as specified in the 2021 Professional Services Price Outline, the total for the 2021 program is \$39,500.00. The payments will be due on June 1st, July 1st, August 1st, & September 1st according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

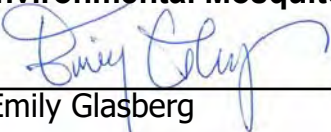
PROGRAM PAYMENT PLAN

Month	2021
June 1 st	\$10,070.00
July 1 st	\$10,070.00
August 1 st	\$10,070.00
September 1 st	\$10,070.00
TOTAL	\$40,280.00

For Village of Algonquin:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 3/3/2021
Emily Glasberg



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Authorization for
The 2021 Village of Algonquin
EarthRight™ Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for Village of Algonquin:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Algonquin:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg
675 Sidwell Court, St. Charles, IL 60174 or email to eglasberg@clarke.com



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 1, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Construction Management Services – Algonquin Lakes Street Improvements*

Attached you will find a proposal from HR Green Engineering for construction management services in the amount of \$76,934.00 for the Algonquin Lakes Street Improvement Project. Construction management services for this project were passed as part of the 2021–2022 FY budget in account 04900300-42232, Street Improvement Fund, in the amount of \$90,000.00. Construction for this project involves full depth reclamation of the roadway with cement stabilization, asphalt pavement resurfacing, sidewalk replacement, concrete curb and gutter and drainage repairs.

HR Green was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings. HR Green has been working with the Village for over 6 years now and they have successfully designed and managed similar projects.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Algonquin Lakes Street Improvements to HR Green, Inc. for \$76,934.00.



PROFESSIONAL SERVICES AGREEMENT

For

**Algonquin Lakes Unit 1
Roadway Improvement Project
Construction Engineering Services**

**Robert Mitchard, Director of Public Works
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102**

**Todd Destree, P.E., CPESC, Sr. Construction Project Manager
HR Green, Inc.
420 North Front Street
McHenry, IL 60050
HR Green Project Number: 191330**

03/19/2021

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 4.0 SERVICES BY OTHERS
- 5.0 PROFESSIONAL SERVICES FEE
- 6.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

HR Green will provide Construction Engineering Service for the construction of the Algonquin Lakes Unit 1 Roadway Improvement Project.

2.0 Scope of Services

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

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon HR Green providing construction observation services based upon approximately 40 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Start Up

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

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

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

HR Green anticipates a Construction Technician will be onsite for approximately forty (40) hours to complete the above noted coordination and construction preparation. A total of a total of forty (40) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will be on-site on a to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans



and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

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

HR Green anticipates that one Construction Technician will be onsite approximately eight weeks (approximately four hundred (400) hours), an additional Construction Technician will assist the Resident Engineer for approximately twenty-four (24) hours and the Sr. Construction Project Manager will be onsite for approximately eight (8) hours during construction of the project. A total of four hundred thirty-two (432) hours have been allotted for daily field construction observation for this project.

C. Meetings

HR Green will attend the preconstruction meeting at the Village with the contractor and subcontractors and two additional construction progress meetings. A total of fifteen (15) hours have been allotted for the Senior Project Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted eight (8) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

HR Green anticipates approximately twenty (20) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order.



F. Material Testing

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

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

HR Green shall be responsible to notify the Village representative of any observed construction contract failures to perform the work in accordance with contract drawings and documents, commensurate with HR Green's knowledge as an engineering professional.

3.0 Items not included in Agreement/Supplemental Services

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

- Construction Layout
- As -Built Construction Survey

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

4.0 Services by Others

Quality Assurance Material Testing to be provided by Rubino Engineering under this contract.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed.



5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

5.3 Extra Services

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

5.4 Exclusion

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

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$76,934.

See attached Cost Estimate Worksheet for a cost breakdown.



6.0 Terms and Conditions

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

6.1 Standard of Care

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

6.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

6.3 Time Limit and Commencement of Services

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

6.4 Suspension of Services

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

6.5 Books and Accounts

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

6.6 Insurance

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

6.7 Waiver

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

6.8 Severability

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

6.9 Successors and Assigns

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

6.10 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors,



subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.11 Governing Law and Jurisdiction

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

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

6.12 Attorney's Fees

If litigation arises relating to this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

6.13 Ownership of Instruments of Service

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

6.14 Reuse of Documents

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

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

6.15 Failure to Abide by Design Documents or To Obtain Guidance

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

6.16 Opinion of Probable Construction Cost

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



6.17 Design Information in Electronic Form

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

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

6.18 Information Provided by Others

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

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

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

6.19 Force Majeure

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

6.20 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations,



duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.21 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

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

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

6.22 Limitation of Liability; Third Party Liability

Unless otherwise specifically provided for in this Agreement, in no event shall the parties 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. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

6.26 Construction Observation

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

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



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

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by:

Printed/Typed Name: Akram Chaudhry, PE

Title: Vice President Date: March 19, 2021

Village of Algonquin

Accepted by:

Printed/Typed Name:

Title: Date:

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **181.54%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Start Up	40	1,488	2,701		491		4,680	6.08%
Construction Observation	432	16,265	29,528	4,225	5,368	8,000	63,386	82.39%
Administration	8	633	1,150		209		1,992	2.59%
Meetings	15	1,187	2,156		392		3,735	4.85%
Project Close Out	20	744	1,351		246		2,341	3.04%
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Subconsultant DL					800		800	1.04%
TOTALS	515	20,317	36,886	4,225	7,506	8,000	76,934	100.00%

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

AVERAGE HOURLY PROJECT RATES
Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

Table with columns: PAYROLL CLASSIFICATION, AVG HOURLY RATES, TOTAL PROJ. RATES (Hours, % Part, Wgtd Avg), Project Start Up (Hours, % Part, Wgtd Avg), Construction Observation (Hours, % Part, Wgtd Avg), Administration (Hours, % Part, Wgtd Avg), Meetings (Hours, % Part, Wgtd Avg), Project Close Out (Hours, % Part, Wgtd Avg). Rows include Business Development Manager, Senior Construction Project Manager, Construction Engineer III, II, I, Construction Technician III, II, I, Administrative Manager, and Project Manager.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 3, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Algonquin Lakes Street Improvements Bid Award*

Attached you will find a recommendation memo and bid tab for the Algonquin Lakes Street Improvement Project that is slated for construction this summer. We had five responsible bids from local road contractors, many of whom have previously worked for the Village of Algonquin. The low bidder on this project was Arrow Road Construction of Mt. Prospect with a total bid of \$1,027,581.90.

The Village has worked with Arrow Road Construction numerous times in the past 25 years and we have found their work to be of good quality and value. Therefore, we found no need to check references as the company's reputation stands on its own.

The engineer's estimate for the job was \$1,153,477.50 and money has been budgeted in the Street Improvement Fund in the amount of \$1,750,000.00 to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Arrow Road Construction for the Algonquin Lakes Street Improvement Project for the bid price of \$1,027,581.90.



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

▷ HRGREEN.COM

April 23, 2021

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

RE: Algonquin Lakes Unit 1 Subdivision Roadway Improvements
Recommendation for Award

Dear Mr. Mitchard:

The Village of Algonquin received five (5) bid proposals for the construction of the Algonquin Lakes Unit 1 Subdivision Roadway Improvements at the bid opening on April 21, 2021. The improvements consist of full-depth reclamation with cement stabilization, asphalt pavement resurfacing, sidewalk replacement, concrete curb and gutter, and drainage repairs.

The five (5) bids ranged in price from a low bid of \$1,027,581.90 submitted by Arrow Road Construction Co. to a high bid of \$1,259,779.05 submitted by ALamp Concrete Contractors, Inc. and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find Arrow Road Construction Co. to be the lowest qualified bidder.

HR Green recommends award of the contract to Arrow Road Construction Co., in the amount of \$1,027,581.90. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$1,153,477.50.

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

Sincerely,

HR GREEN, INC.

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

Akram Chaudhry, P.E.
Vice President

JJS/

Enclosure

cc: Jeff Strzalka, HR Green, Inc.
Michele Zimmerman, Village of Algonquin
Michelle Weber, Village of Algonquin



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

Date: 04/21/21

Project:	Village of Algonquin Algonquin Lakes Unit 1 Roadway Rehabilitation			Engineer:	Strzalka	ENGINEER'S ESTIMATE		Arrow Road		Plote Construction		Geske		Schroeder		A Lamp	
Job No.:	190240			Bids Rec'd:	5			1445 Oakton St Elk Grove Village IL 60007		1100 Brandt Dr Hoffman Estates IL 60192		400 E Terra Cotta Ave Crystal Lake IL 60014		PO Box 831 Huntley IL 60142		1900 Wright Blvd Schauamburg IL 60193	
NO.	DESCRIPTION	UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	TEMPORARY FENCE	FOOT	40.0	\$6.00	\$240.00	\$10.00	\$400.00	\$10.00	\$400.00	\$11.00	\$440.00	\$8.00	\$320.00	\$1.00	\$40.00		
2	TREE ROOT PRUNING	EACH	275	\$165.00	\$45,375.00	\$75.00	\$20,625.00	\$60.00	\$16,500.00	\$50.00	\$13,750.00	\$68.00	\$18,700.00	\$50.00	\$13,750.00		
3	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	980	\$6.00	\$5,880.00	\$6.00	\$5,880.00	\$7.00	\$6,860.00	\$6.30	\$6,174.00	\$6.50	\$6,370.00	\$2.00	\$1,960.00		
4	SEEDING, CLASS 1A	ACRE	0.14	\$10,000.00	\$1,400.00	\$10,000.00	\$1,400.00	\$7,000.00	\$980.00	\$10,500.00	\$1,470.00	\$2,300.00	\$322.00	\$2,655.00	\$371.70		
5	SEEDING, CLASS 3	ACRE	0.10	\$10,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$7,500.00	\$750.00	\$10,500.00	\$1,050.00	\$4,100.00	\$410.00	\$4,150.00	\$415.00		
6	NITROGEN FERTILIZER NUTRIENT	POUND	20	\$1.00	\$20.00	\$1.00	\$20.00	\$5.00	\$100.00	\$1.10	\$22.00	\$5.00	\$100.00	\$3.30	\$66.00		
7	POTASSIUM FERTILIZER NUTRIENT	POUND	20	\$1.00	\$20.00	\$1.00	\$20.00	\$5.00	\$100.00	\$1.10	\$22.00	\$5.00	\$100.00	\$3.30	\$66.00		
8	EROSION CONTROL BLANKET, HEAVY DUTY	SQ YD	330	\$12.00	\$3,960.00	\$2.50	\$825.00	\$4.00	\$1,320.00	\$2.63	\$867.90	\$5.00	\$1,650.00	\$1.55	\$511.50		
9	EROSION CONTROL BLANKET, NETLESS	SQ YD	650	\$4.00	\$2,600.00	\$3.50	\$2,275.00	\$3.00	\$1,950.00	\$3.68	\$2,392.00	\$2.50	\$1,625.00	\$1.75	\$1,137.50		
10	TEMPORARY DITCH CHECKS	FOOT	30.0	\$35.00	\$1,050.00	\$15.00	\$450.00	\$10.00	\$300.00	\$15.75	\$472.50	\$20.00	\$600.00	\$25.00	\$750.00		
11	INLET FILTERS	EACH	60	\$150.00	\$9,000.00	\$60.00	\$3,600.00	\$50.00	\$3,000.00	\$130.00	\$7,800.00	\$75.00	\$4,500.00	\$15.00	\$900.00		
12	STONE RIPRAP, CLASS A3	TON	250	\$85.00	\$21,250.00	\$78.00	\$19,500.00	\$65.00	\$16,250.00	\$115.00	\$28,750.00	\$79.00	\$19,750.00	\$75.00	\$18,750.00		
13	FILTER FABRIC	SQ YD	115	\$5.00	\$575.00	\$6.00	\$690.00	\$15.00	\$1,725.00	\$3.00	\$345.00	\$5.00	\$575.00	\$10.00	\$1,150.00		
14	AGGREGATE BASE COURSE, TYPE B	TON	740	\$16.00	\$11,840.00	\$13.15	\$9,731.00	\$1.60	\$1,184.00	\$13.50	\$9,990.00	\$16.00	\$11,840.00	\$10.00	\$7,400.00		
15	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1,135	\$7.00	\$7,945.00	\$4.30	\$4,880.50	\$1.00	\$1,135.00	\$5.60	\$6,356.00	\$8.00	\$9,080.00	\$2.00	\$2,270.00		
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	56,865	\$0.10	\$5,686.50	\$0.01	\$568.65	\$0.01	\$568.65	\$0.01	\$568.65	\$0.01	\$568.65	\$0.01	\$568.65		
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,925	\$0.10	\$592.50	\$0.01	\$59.25	\$0.01	\$59.25	\$0.01	\$59.25	\$0.01	\$59.25	\$0.01	\$59.25		
18	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	169	\$9.00	\$1,521.00	\$3.25	\$549.25	\$25.00	\$4,225.00	\$12.00	\$2,028.00	\$5.00	\$845.00	\$10.00	\$1,690.00		
19	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3,210	\$65.50	\$210,255.00	\$60.10	\$192,921.00	\$65.00	\$208,650.00	\$62.00	\$199,020.00	\$72.00	\$231,120.00	\$74.00	\$237,540.00		
20	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,740	\$67.00	\$183,580.00	\$67.35	\$183,539.00	\$66.00	\$180,840.00	\$67.55	\$185,087.00	\$75.00	\$205,500.00	\$77.00	\$210,980.00		
21	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH	SQ YD	300	\$85.00	\$25,500.00	\$53.75	\$16,125.00	\$80.00	\$24,000.00	\$55.36	\$16,608.00	\$78.00	\$23,400.00	\$70.00	\$21,000.00		
22	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	7,130	\$5.00	\$35,650.00	\$5.65	\$40,284.50	\$7.50	\$53,475.00	\$5.82	\$41,496.60	\$6.00	\$42,780.00	\$5.15	\$36,719.50		
23	DETECTABLE WARNINGS	SQ FT	240	\$35.00	\$8,400.00	\$53.00	\$12,720.00	\$40.00	\$9,600.00	\$44.29	\$10,629.60	\$30.00	\$7,200.00	\$25.00	\$6,000.00		
24	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	545	\$5.00	\$2,725.00	\$1.85	\$1,008.25	\$4.25	\$2,316.25	\$2.60	\$1,417.00	\$1.85	\$1,008.25	\$3.25	\$1,771.25		
25	HOT-MIX ASPHALT SURFACE REMOVAL, 5", SPECIAL	SQ YD	26,010	\$3.50	\$91,035.00	\$3.35	\$87,133.50	\$4.95	\$128,749.50	\$2.80	\$72,828.00	\$3.90	\$101,439.00	\$4.45	\$115,744.50		
26	DRIVEWAY PAVEMENT REMOVAL	SQ YD	300	\$14.00	\$4,200.00	\$13.75	\$4,125.00	\$20.00	\$6,000.00	\$14.16	\$4,248.00	\$15.00	\$4,500.00	\$9.00	\$2,700.00		
27	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,090.0	\$6.50	\$7,085.00	\$4.00	\$4,360.00	\$6.00	\$6,540.00	\$4.12	\$4,490.80	\$5.50	\$5,995.00	\$6.00	\$6,540.00		
28	SIDEWALK REMOVAL	SQ FT	8,380	\$1.25	\$10,475.00	\$1.70	\$14,246.00	\$1.30	\$10,894.00	\$1.75	\$14,665.00	\$1.25	\$10,475.00	\$1.10	\$9,218.00		
29	STORM SEWERS, CLASS A, TYPE 1 12" w/ TBF	FOOT	30	\$95.00	\$2,850.00	\$63.00	\$1,890.00	\$65.00	\$1,950.00	\$90.64	\$2,719.20	\$65.00	\$1,950.00	\$100.00	\$3,000.00		
30	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$1,250.00	\$1,250.00	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$1,290.00	\$1,290.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00		
31	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	2,110.0	\$30.00	\$63,300.00	\$28.00	\$59,080.00	\$28.00	\$59,080.00	\$43.26	\$91,278.60	\$30.00	\$63,300.00	\$30.00	\$63,300.00		
32	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1	\$5,000.00	\$5,000.00	\$4,150.00	\$4,150.00	\$4,200.00	\$4,200.00	\$4,895.00	\$4,895.00	\$4,250.00	\$4,250.00	\$4,000.00	\$4,000.00		
33	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12	FOOT	1,090.0	\$22.50	\$24,525.00	\$24.75	\$26,977.50	\$30.00	\$32,700.00	\$25.50	\$27,795.00	\$28.00	\$30,520.00	\$27.00	\$29,430.00		
34	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$15,000.00	\$15,000.00	\$17,580.00	\$17,580.00	\$5,600.00	\$5,600.00	\$26,250.00	\$26,250.00	\$39,000.00	\$39,000.00	\$156,000.00	\$156,000.00		
35	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	80	\$15.00	\$1,200.00	\$6.75	\$540.00	\$8.00	\$640.00	\$5.35	\$428.00	\$6.75	\$540.00	\$8.80	\$704.00		
36	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	425	\$1.00	\$425.00	\$1.20	\$510.00	\$1.00	\$425.00	\$2.15	\$913.75	\$1.20	\$510.00	\$1.10	\$467.50		
37	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	850.0	\$2.00	\$1,700.00	\$1.80	\$1,530.00	\$2.00	\$1,700.00	\$2.40	\$2,040.00	\$1.80	\$1,530.00	\$2.20	\$1,870.00		
38	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	380.0	\$5.00	\$1,900.00	\$3.60	\$1,368.00	\$2.50	\$950.00	\$5.35	\$2,033.00	\$3.60	\$1,368.00	\$2.75	\$1,045.00		
39	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	90.0	\$9.00	\$810.00	\$6.75	\$607.50	\$8.00	\$720.00	\$7.49	\$674.10	\$6.75	\$607.50	\$8.80	\$792.00		
40	TREE, CELTIS OCCIDENTALIS WINDY CITY (WINDY CITY HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$800.00	\$2,400.00	\$650.00	\$1,950.00	\$550.00	\$1,650.00	\$685.00	\$2,055.00	\$600.00	\$1,800.00	\$825.00	\$2,475.00		
41	TREE, AMELANCHIER X GRANDIFLORA APPLE, (APPLE SERVICEBERRY), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	4	\$800.00	\$3,200.00	\$650.00	\$2,600.00	\$500.00	\$2,000.00	\$685.00	\$2,740.00	\$375.00	\$1,500.00	\$825.00	\$3,300.00		
42	TREE, SYRINGA PEKINENSIS MORTON (CHINA SNOW PEKING LILAC), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	4	\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$525.00	\$2,100.00	\$250.00	\$1,000.00	\$825.00	\$3,300.00		
43	EXPLORATION TRENCH, SPECIAL	FOOT	50.0	\$50.00	\$2,500.00	\$12.00	\$600.00	\$50.00	\$2,500.00	\$51.50	\$2,575.00	\$10.00	\$500.00	\$10.00	\$500.00		
44	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	143	\$145.00	\$20,735.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$20.00	\$2,860.00	\$35.00	\$5,005.00	\$50.00	\$7,150.00		
45	TEMPORARY ACCESS (ROAD)	EACH	9	\$250.00	\$2,250.00	\$100.00	\$900.00	\$200.00	\$1,800.00	\$30.00	\$270.00	\$350.00	\$3,150.00	\$200.00	\$1,800.00		
46	TEMPORARY PATCHING	SQ YD	100	\$35.00	\$3,500.00	\$33.00	\$3,300.00	\$35.00	\$3,500.00	\$28.00	\$2,800.00	\$18.00	\$1,800.00	\$25.00	\$2,500.00		
47	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00	\$9,995.00	\$9,995.00	\$9,400.00	\$9,400.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$12,650.00	\$12,650.00		
48	FENCE REMOVAL	FOOT	295.0	\$12.00	\$3,540.00	\$11.00	\$3,245.00	\$11.00	\$3,245.00	\$11.33	\$3,342.35	\$8.50	\$2,507.50	\$8.00	\$2,360.00		
49	WOOD POST AND RAIL FENCE	FOOT	295.0	\$22.00	\$6,490.00	\$82.00	\$24,190.00	\$85.00	\$25,075.00	\$84.46	\$24,915.70	\$81.00	\$23,895.00	\$30.00	\$8,550.00		
50	CEMENT (65 LBS/SY)	TON	850	\$145.00	\$123,250.00	\$143.00	\$121,550.00	\$143.00	\$121,550.00	\$145.00	\$123,250.00	\$143.00	\$121,550.00	\$157.50	\$133,875.00		
51	PROCESSING SOIL-CEMENT BASE COURSE, 10 INCH	SQ YD	26,010	\$5.25	\$136,552.50	\$3.10	\$80,631.00	\$3.30	\$85,833.00	\$3.95	\$102,739.50	\$3.40	\$88,434.00	\$3.85	\$100,138.50		
52	REMOVE AND REPLACE STONE RIP RAP	SQ YD	21	\$65.00	\$1,365.00	\$75.00	\$1,575.00	\$50.00	\$1,050.00	\$510.00	\$10,710.00	\$75.00	\$1,575.00	\$150.00	\$3,150.00		
53	SANITARY MANHOLE TO BE ADJUSTED	EACH	2	\$800.00	\$1,600.00	\$780.00	\$1,560.00	\$800.00	\$1,600.00	\$1,290.00	\$2,580.00	\$850.00	\$1,700.00	\$1,100.00	\$2,200.00		
54	STORM MANHOLE REHABILITATION	EACH	2	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$540.00	\$1,080.00	\$900.00	\$1,800.00	\$1,800.00	\$3,600.00		
55	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	7	\$800.00	\$5,600.00	\$780.00	\$5,460.00	\$800.00	\$5,600.00	\$700.00	\$4,900.00	\$800.00	\$5,600.00	\$450.00	\$3,150.00		
56	SAW & SEAL CONCRETE CURB	EACH	20	\$75.00	\$1,500.00	\$15.00	\$300.00	\$32.00	\$640.00	\$15.45	\$309.00	\$31.50	\$630.00	\$50.00	\$1,000.00		
57	STORM SEWERS REMOVAL & REPLACEMENT 12"	FOOT	33	\$125.00	\$4,125.00	\$89.00	\$2,937.00	\$90.00	\$2,970.00	\$540.00	\$17,820.00	\$90.00	\$2,970.00	\$105.00	\$3,465.00		
58	CONCRETE COLLAR	CU YD	5	\$1,250.00	\$6,250.00	\$975.00	\$4,875.00	\$400.00	\$2,000.00	\$545.00	\$2,725.00	\$975.00	\$4,875.00	\$300.00	\$1,500.00		
59	NEW TYPE 11 FRAME AND GRATE	EACH	1	\$250.00	\$250.00	\$455.00	\$455.00	\$475.00	\$475.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
60	NEW TYPE 1 FRAME AND CLOSED LID	EACH	1	\$250.00	\$250.00	\$300.00	\$300.00	\$300.00	\$300.00	\$605.00	\$605.00	\$325.00	\$325.00	\$375.00	\$375.00		
61	SUPPLEMENTAL WATERING	UNIT	12	\$125.00	\$1,500.00	\$50.00	\$600.00	\$10.00	\$120.00	\$52.50	\$630.00	\$250.00	\$3,000.00	\$1.10	\$13.20		
			Total =		\$1,153,477.50		\$1,027,581.90		\$1,084,184.65		\$1,109,870.50		\$1,139,724.15		\$1,259,779.05		

LOW BIDDER



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 27, 2021

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Asphalt Patching Bid Award*

Bids were opened on April 21, 2021 for contracted service for asphalt patching. There were 6 bidders on the program with Chicagoland Paving out of Lake Zurich, IL coming in the lowest at \$183,599.75. This contract will involve patching and overlaying 1,700 square yards of failed trail in Willoughby Farms Park and Towne Park, 2,000 square yards of patching and overlaying of Well 7 & 15 lots, and 7,400 square yards of patching on Getzelman Terrace, Wildwood Rd. & Cermack Dr.

Chicagoland Paving was the contractor that was awarded our asphalt patching contract last fiscal year. They performed their work satisfactorily and in a timely matter with no issues. Therefore, public works is comfortable using them again.

Money has been budgeted in the Motor Fuel Tax Fund in the amount of \$350,000.00 to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Chicagoland Paving to perform asphalt patching for the bid price of \$183,599.75.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 27, 2021

Village of Algonquin
2200 Harnish Dr.
Algonquin, IL 60102

Attention: Michele Zimmerman

Subject: Village of Algonquin
2021 MFT Asphalt Patching
Bid Results
(CBBEL Project No. 07-0273.00146)
(IDOT Section No. 21-00000-00-GM)

Dear Ms. Zimmerman:

On Wednesday, April 21, 2021 at 10:00 a.m. bids were received and opened for the aforementioned project. Six (6) bids were received and have been summarized below.

<u>COMPANY</u>	<u>BID</u>
Chicagoland Paving Contractors	\$183,599.75
Maneval Construction	\$188,473.00
Schroeder Asphalt Services, Inc.	\$209,542.80
Chadwick Contracting	\$226,101.80
A Lamp Concrete Contractors, Inc.	\$244,106.90
Arrow Road Construction Co.	\$255,651.75

Chicagoland Paving Contractors is the low bidder with a bid amount of \$183,599.75. CBBEL believes their bid to be in order and therefore our office recommends accepting Chicagoland Paving Contractors' bid for the amount of \$183,599.75. Attached please find a copy of the bid tabulation for your review and files.

Sincerely,



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

cc: Alex Househ, PE – IDOT BLRS (w/ encl.)
Gerardo Fierro – IDOT BLRS (w/ encl.)

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

VILLAGE OF ALGONQUIN
 2021 MFT ASPHALT PATCHING

BID TABULATION
 DATE: April 21, 2021

CALCULATED BY: JEH
 CHECKED BY: LMF

ITEM NO.	ITEM	UNIT	QUANTITY	CHICAGOLAND PAVING CONTRACTORS		MANEVAL CONSTRUCTION		SCHROEDER ASPHALT SERVICES, INC.		CHADWICK CONTRACTING		A LAMP CONCRETE CONTRACTORS, INC.		ARROW ROAD CONSTRUCTION CO.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2,140	\$ 6.00	\$ 12,840.00	\$ 5.50	\$ 11,770.00	\$ 3.38	\$ 7,233.20	\$ 5.45	\$ 11,663.00	\$ 0.01	\$ 21.40	\$ 6.70	\$ 14,338.00
2	SEEDING, CLASS 1A	SQ YD	2,140	\$ 1.00	\$ 2,140.00	\$ 1.60	\$ 3,424.00	\$ 1.65	\$ 3,531.00	\$ 3.40	\$ 7,276.00	\$ 2.50	\$ 5,350.00	\$ 1.15	\$ 2,461.00
3	EROSION CONTROL BLANKET	SQ YD	2,140	\$ 1.50	\$ 3,210.00	\$ 1.60	\$ 3,424.00	\$ 1.65	\$ 3,531.00	\$ 3.40	\$ 7,276.00	\$ 11.50	\$ 24,610.00	\$ 3.35	\$ 7,169.00
4	PREPARATION OF BASE	SQ YD	10,345	\$ 0.55	\$ 5,689.75	\$ 0.40	\$ 4,138.00	\$ 4.48	\$ 46,345.60	\$ 0.70	\$ 7,241.50	\$ 1.50	\$ 15,517.50	\$ 1.95	\$ 20,172.75
5	HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50	TON	1,280	\$ 92.00	\$ 117,760.00	\$ 81.00	\$ 103,680.00	\$ 83.00	\$ 106,240.00	\$ 91.00	\$ 116,480.00	\$ 110.00	\$ 140,800.00	\$ 117.55	\$ 150,464.00
6	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	220	\$ 75.00	\$ 16,500.00	\$ 81.00	\$ 17,820.00	\$ 73.50	\$ 16,170.00	\$ 130.00	\$ 28,600.00	\$ 92.00	\$ 20,240.00	\$ 119.80	\$ 26,356.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	8,990	\$ 2.00	\$ 17,980.00	\$ 3.40	\$ 30,566.00	\$ 2.25	\$ 20,227.50	\$ 2.67	\$ 24,003.30	\$ 2.65	\$ 23,823.50	\$ 2.85	\$ 25,621.50
8	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	1,870	\$ 4.00	\$ 7,480.00	\$ 7.30	\$ 13,651.00	\$ 3.35	\$ 6,264.50	\$ 12.60	\$ 23,562.00	\$ 7.35	\$ 13,744.50	\$ 4.85	\$ 9,069.50
				TOTAL = \$ 183,599.75		TOTAL = \$ 188,473.00		TOTAL = \$ 209,542.80		TOTAL = \$ 226,101.80		TOTAL = \$ 244,106.90		TOTAL = \$ 255,651.75	



Local Public Agency
Formal Contract Proposal



COVER SHEET

Proposal Submitted By:
Contractor's Name
Chicagoland Paving Contractors

Contractor's Address
225 Telse Rd

City
Lake Zurich

State
IL

Zip Code
60047

STATE OF ILLINOIS

Local Public Agency
ALGONQUIN

County
McHenry & Kane

Section Number
21-00000-00-GM

Route(s) (Street/Road Name)
2021 MFT ASPHALT PATCHING

Type of Funds
MFT

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature Date

Official Title
VILLAGE PRESIDENT

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

21-197
BID DATE: 4-21-21
BID TIME: 10:00
COMPLETE DATE/DAYS
5%

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	21-00000-00-GM	2021 MFT ASPHALT PATCHING

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Algonquin, Village Hall
 2200 Harnish Drive, Algonquin, IL 60102 Name of Office
 until 10:00 AM on 04/21/21
Time Date
 Address

Sealed proposals will be opened and read publicly at the office of Village of Algonquin, Village Hall
 2200 Harnish Drive, Algonquin, IL 60102 Name of Office
 at 10:00 AM on 04/21/21
Time Date
 Address

DESCRIPTION OF WORK

Location	Project Length
Various (See Below)	6,375' (1.21 MI)

Proposed Improvement
 This project consists of bike path, roadway, parking lot, and driveway patching/resurfacing in various locations throughout the Village of Algonquin, McHenry and Kane County, Illinois.

Bike Path and Roadway Resurfacing: This work will include 2" of HMA Surface Removal, 2" HMA Surface Course, preparation of base, topsoil, seeding, and erosion control blanket, at the locations listed below:

- Getzelman Terrace [MUN 7-0134] (N. Harrison St. to Pioneer Rd.)
- Wildwood Rd. [MUN 7-0131] (N. Harrison St. to Pioneer Rd.)
- Cermak St. [MUN 7-0140] (Pioneer Rd. to Beachway Dr.)
- Town Park Bike Path
- Willoughby Park Bike Path

Parking Lot and Driveway Resurfacing: This work will include 4" of HMA Surface Removal, 2" HMA Surface Course, 2" HMA Binder Course, and preparation of base (Well 15 driveway) at the locations listed below:

- Well 7 Driveway
- Well 7 Parking Lot
- Well 15 Driveway

1. Plans and proposal forms will be available in the office of
 Electronic copies of MFT Asphalt Patching Bid Specifications, and Contract Documents may be obtained for free online at www.algonquin.org (at top of page click on "Business" & select "Bids & RFP's", the project will be listed near the bottom of the page). A compact disc of the information may also be obtained at the Village of Algonquin, Office of the Village Clerk, Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 upon receipt of a \$10.00 non-refundable deposit. If mailing is requested an additional \$5.00 deposit will be required.

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	21-00000-00-GM	2021 MFT ASPHALT PATCHING

PROPOSAL

1. Proposal of Chicago and Paris Contractors
Contractor's Name
225 Telsa Rd Lake Zurich IL 60017
Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within per spec working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of _____.

RETURN WITH BID

SCHEDULE OF PRICES

County McHenry and Kane
 Local Public Agency Village of Algonquin
 Section 21-00000-00-GM
 Route 2021 MFT Asphalt Patching

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for 2021 MFT Asphalt Patching					183,599.75
Bidder's Proposal for 2021 MFT Asphalt Patching					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
1	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2,140	6 ⁻	12,840 ⁻
2	SEEDING, CLASS 1A	SQ YD	2,140	1 ⁻	2,140 ⁻
3	EROSION CONTROL BLANKET	SQ YD	2,140	1.50	3,210 ⁻
4	PREPARATION OF BASE	SQ YD	10,345	.55	5,689.75
5	HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50	TON	1,280	92 ⁻	117,760 ⁻
6	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	220	75 ⁻	16,500 ⁻
7	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	8,990	2 ⁻	17,980 ⁻
8	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	1,870	4 ⁻	7,480 ⁻
*BIDDERS PROPOSAL FOR 2021 MFT Asphalt Patching					183,599.75



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**



Local Public Agency VILLAGE OF ALGONQUIN	County McHenry & Kane	Section Number 21-00000-00-GM
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WE, Chicagoland Paving Contractors, Inc. as PRINCIPAL, and West Bend Mutual Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 6% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 21st of April, 2021

Principal		Principal	
Company Name <u>Chicagoland Paving Contractors, Inc.</u>	Signature	Company Name	Signature
Signature	Date <u>4/20/21</u>	Signature	Date
By: <u>[Signature]</u>		By: <u>[Signature]</u>	
Title <u>V.P.</u>		Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety	
Name of Surety <u>West Bend Mutual Insurance Company</u>	Signature of Attorney-in-Fact Paul F. Praxmarer Date <u>[Signature]</u> <u>04/21/2021</u>
	By: <u>[Signature]</u>

STATE OF IL
COUNTY OF McHenry

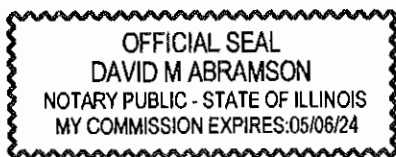
I David M. Abramson, a Notary Public in and for said county do hereby certify that

William R. Bonds and Paul F. Praxmarer
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of April, 2021

(SEAL)



Notary Public Signature <u>David M. Abramson</u>
Date commission expires <u>May 6, 2024</u>

Local Public Agency

County

Section Number

VILLAGE OF ALGONQUIN

McHenry & Kane

21-00000-00-GM

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Grid for Electronic Bid Bond ID Code

Company/Bidder Name

Field for Company/Bidder Name

Signature

Date

Field for Signature

Field for Date

Title

Field for Title



THE SILVER LINING®

Bond No. 2487823

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

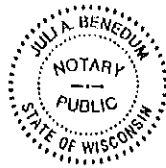
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21st day of April, 2021.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village of Algonquin Treasurer of Village of Algonquin.
The amount of the check is bid bond (570).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	21-00000-00-GM	2021 MFT ASPHALT PATCHING

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a

director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	21-00000-00-GM	2021 MFT ASPHALT PATCHING

SIGNATURES

(If an individual)

Signature of Bidder	Date	
<input type="text"/>	<input type="text"/>	
Business Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

(If a partnership)

Firm Name	
<input type="text"/>	
Signature	Date
<input type="text"/>	<input type="text"/>

Title

[Empty box for Title]

Business Address

[Empty box for Business Address]

City

State

Zip Code

[Empty box for City]

[Empty box for State]

[Empty box for Zip Code]

Insert the Names and Addresses of all Partners

[Large empty box for Partners]

(If a corporation)

Corporate Name

Chicago based Painting Contractors

Signature

Date

W R Bowes
William R. Bowes

4/20/21

Title

v.p.

Business Address

225 Telser Rd

City

State

Zip Code

Lake Zurich

IL

60047

Insert Names of Officers

President

Kevin Meertz

Secretary / v.p.

William R. Bowes

Treasurer

[Empty box for Treasurer]

Attest:

Jules C. Hurler

Secretary Asst.

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: 
Kevin Meartz, President



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of _____

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Westmoreland CC	Elk Grove P.D.	Grant Township			
Estimated Completion Date	11/2020	3/1/2020	11/30/2020			
Total Contract Price	285,000.00	120,000.00	675,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	285,000.00	120,000.00	675,000.00			\$1,080,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$1,080,000.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork	37,123.50		153,470.00		\$190,593.50
Portland Cement Concrete Paving					
HMA Plant Mix	38,000.00	42,500.00	54,500.00		\$135,000.00
HMA Paving	34,000.00	36,031.00	50,000.00		\$120,031.00
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	35,000.00	41000.00	64,000.00		\$140,000.00
Highway, R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
					\$ 0.00
Totals	\$144,123.50	\$119,531.00	\$321,970.00		\$585,624.50

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Neri Brothers	Garelli Pavement	KD Staples		
Type of Work	Sewer	Striping	Landscape		
Subcontract Price	104,224.00	469.00	35,160.00		
Amount Uncompleted	104,224.00	469.00	35,160.00		
Subcontractor	Jasco Electric		Mauro Sewer		
Type of Work	Electrical		Sewer		
Subcontract Price	17,210.00		249,935.00		
Amount Uncompleted	17,210.00		249,935.00		
Subcontractor	Carrera		Clean Cut		
Type of Work	Concrete		Root Pruning		
Subcontract Price	19,442.50		3,600.00		
Amount Uncompleted	19,442.50		3600.00		
Subcontractor			DiNatale		
Type of Work			Concrete		
Subcontract Price			64,335.00		
Amount Uncompleted			64335.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$140,876.50	\$ 469.00	\$353,030.00		

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 20 day of April, 2021

Type or Print Name William R. Bowes, VP
Officer or Director

Title

Signed



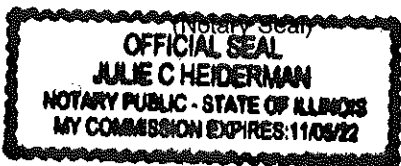

Notary Public

My commission expires 11/05/2022

Company Chicagoland Paving Contractors, Inc.

Address 225 Teiser Road

Lake Zurich IL 60047





Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
ALGONQUIN	McHenry & Kane	Various	21-00000-00-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date	
Chicago Land Paving		4/20/21	
Title	William R. Bowes		
V.P.			
Address	City	State	Zip Code
225 Telford Rd	Lake Zurich	IL	60047

Chicagoland Paving Contractors, Inc.

225 Telsler Road, Lake Zurich, IL 60047

847-550-9681 / office@chicagolandpaving.com

APPRENTICESHIP TRAINING CERTIFICATES

International Brotherhood of Teamsters – Truck Drivers

Registration No.: IL01050004

Operating Engineers Local #150 – Operating Engineers

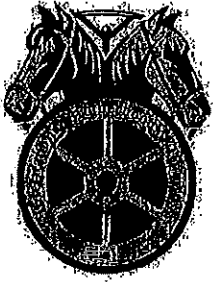
Registration No.: IL008780173

**Heavy Equipment Technician Operating Engineers Local #150 –
Heavy Repairs**

Registration No.: IL01202003

Chicagoland Laborers' – JATC – Construction Craft Laborers

Registration No.: IL0179001



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431
Office: (815) 773-0700 Fax: (815) 773-1122
Info@illinoisteamsterstraining.org

January 4, 2021

To Whom It May Concern:

This letter will certify that Chicagoland Paving is currently contributing and is current with its contributions, as of December 2020, for the Trade of Construction Driver (1082), to the Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wylar

Administrative Assistant

cc: file

Affiliated with the International Brotherhood of Teamsters
www.illinoisteamsterstraining.org



The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Teamsters Joint Council No. 25

Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



John E. G. By

Secretary of Labor

John V. Hall

Administrator, Office of Apprenticeship

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3692

January 4, 2021

Chicagoland Paving Contractors, Inc.
225 Telsor Rd
Lake Zurich, IL 60047

Re: Proof of Compliance with 30-ILCS 500/30-22(6)
Our File No. M1-00321

Dear Sir or Madam:

At the request of Chicagoland Paving Contractors, Inc, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Chicagoland Paving Contractors, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District I dispatch office

Amanda Gunderson

Enclosures: Certificates



Oct 15 18, 01:06p Superior Excavating Co.

8168285427

p.8

Received by FAX 7/29/2017 2:28 PM FROM: MOEITS TO: +18168285427

08/18/2018 15:48 FAX 7A

02/28/2008 16:24 FAX

0003
0803

United States Department of Labor

Office of Apprenticeship Training, Employee and Labor Services Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Mainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 6, 2002

12 008780173

Registration No.

L. L. Chao
Secretary of Labor

[Signature]
Theodore Roosevelt Institute, Department of Labor

F. DS

FAX NO.

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date

IL012020003



L. L. Chao

Secretary of Labor

Anthony Swasey

08/18/2016 16:42 FAX 71

1/4/2021 3:48 PM FROM: 708-354-0932

TO: +18475509884

P. 4

1093

LIUNA!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

42-L

chicagolaborers.org

Executive Director

Thomas Nordeen

January 5, 2021

Labor Trustees

James P. Connolly
Martin Dwyer
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Chicagoland Paving, Inc.
225 Tesler Road
Lake Zurich, IL 60047

To Whom It May Concern:

Management Trustees

Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

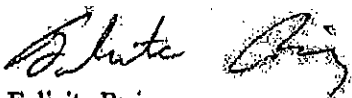
Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Chicagoland Paving, Inc. is indeed signatory to the Laborers District Council and contribute to the Laborers Training and Apprenticeship Fund and their active account is current.

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
(630) 853-0006

Should you require anything further, please do not hesitate to contact me.
Yours very truly,



Felicita Ruiz
Assistant Office Manager

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315



The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

*Chicagoland Laborers' J.A.T.C.
Carol Stream, Illinois*

For the Trade - Construction Craft Laborer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



L. J. Chao

Secretary of Labor

Anthony Savage

Administrator, Apprenticeship Training, Employer and Labor Services



Local Public Agency	County	Street Name/Road Name	Section Number
ALGONQUIN	McHenry & Kane	Various	21-00000-00-GM

I, William R. Bowes of Kildeer, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the V.P. of Chicagoland Paving.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Chicagoland Paving, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Lake County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	4/20/21
Print Name of Affiant	
William R. Bowes	

Notary Public

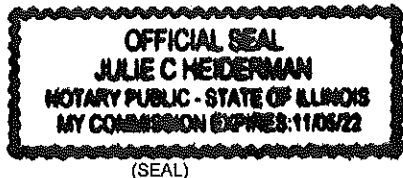
State of IL

County Cook

Signed (or subscribed or attested) before me on 4/20/21 by
(date)

William R. Bowes, authorized agent(s) of
(name/s of person/s)

Chicagoland Paving
Bidder



(SEAL)

Signature of Notary Public

My commission expires 11/5/22



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Phase 3 Construction Engineering Proposal

Attached is a proposal for the Phase 3 Engineering for the Harnish Drive Roadway Rehab IMS Project. The project involves curb and driveway patching, drainage system repairs, compliant ADA pedestrian street crossings, and roadway repair and resurfacing. The work will include Harnish Dr. from Randall Rd. to Hanson Rd. The proposal is for a cost not to exceed \$174,250.00 for the tasks outlined in the proposal. This amount includes a subcontract with Metro Strategies for Outreach and Communications for \$18,000.00 and Rubino Engineering for material testing for \$10,000.00.

Village Staff requests the necessary action by the Committee of the Whole to advance this to the Village Board for final approval. The 2021-2022 Street Capital budget includes \$250,000.00 for this work.



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065



May 4, 2021

VIA EMAIL

Mr. Bob Mitchard
Public Works Director
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Phone: 847-344-8019

**RE: CONSTRUCTION ENGINEERING SERVICES PROPOSAL FOR
HARNISH DRIVE ROADWAY REHAB IMS (VoA17-02-02A)
ALGONQUIN, ILLINOIS
(SPACECO Project No. 11543)**

Dear Bob:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for construction engineering services related to the Harnish Drive Roadway Rehab project Algonquin, Illinois. The purpose of these services is to provide Phase III Construction Observation and Engineering for the proposed project. The following describes our Understanding of the Assignment, Scope of Services, and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Village of Algonquin is seeking a qualified civil engineering firm to provide construction observation and Resident Engineer services for the proposed roadway improvements. The project will commence on June 1, 2021 and conclude by October 1, 2021. The project consists of HMA surface removal, base stabilization with cement, HMA binder course and surface course, structure adjustments, ADA upgrades, thermoplastic striping, and landscape restoration.

ASSUMPTIONS

This proposal is based upon the construction bid documents listed below:

- Bid set plans for Harnish Drive Roadway Rehab IMS (VoA17-02-02A) for the Village of Algonquin, Algonquin, Illinois, April 2021, unrevised.
- Village of Algonquin Bidding Documents dated April 13, 2021.

SCOPE OF BASIC SERVICES

TASK 1 – REVIEW PLANS AND SPECIFICATIONS WITH ASSIGNED FIELD STAFF:

1. Provide the Village with List of Assigned Staff for the Project.
2. Verification of the Scope of Work.
3. Document the Existing Conditions.

TASK 2 – SCHEDULE AND ATTEND PRE-CONSTRUCTION MEETING:

1. Notify the Village's Utility Representatives of the Time and Place of Meeting.
2. Notify Affected Village Departments / Divisions
3. Transcribe Minutes of the Meeting.
4. Assist the Village with contract award, contractor references and availability, material selection and approval.

TASK 3 – ASSIST IN THE NOTIFICATION TO RESIDENTS AND BUSINESSES AFFECTED BY CONSTRUCTION:

1. Draft Letters to Individual Households, Businesses, Schools, and Park with Proposed Schedule.
2. Provide Contact Person for Information / Complaints – an Emergency 24 Hr. Phone will be required for each project engineer.
3. Provide the Village with pertinent information related to the project, i.e. schedule updates, milestone completion, traffic control and pedestrian access modifications, etc. for inclusion into the Village's Construction Update webpage and the project specific webpage below.
4. Retain Metro Strategies to provide professional Outreach and Communications for this project including:
 - a. Weekly construction updates
 - b. Social media content
 - c. Weekly website updates
 - d. Two videos
 - e. Project photography
 - f. Facebook live construction updates
 - g. Detour maps
 - h. Completion infographic

TASK 4 – CONSTRUCTION OBSERVATION:

1. Provide Full Time Resident Engineer / Inspector for the major construction activities during the Project.
2. Provide supervision of assigned staff as well as support Inspector(s) / Technician(s) as needed.
3. Provide Quality Assurance / Quality Control of Materials as required by the Village. We intend to partner with a Rubino Engineering to provide the QC material testing services. Scheduling of testing will be coordinated by the Resident Engineer.

4. Provide full depth reclamation testing and mix design as required. We intend to partner with Midland Standard Engineering and Testing to provide the FDR services.
5. Verify initial installation of Construction Warning Signs & Devices in Accordance with the Plans.
6. Inspect, document, and inform the Contractor and the Village of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. SPACECO, Inc. will document deficiencies and Contractor's response to notice of. SPACECO, Inc. will also inform the Village of deficiencies and if Contractor does not correct, enforce as contract stipulates.
7. Assist in coordinating work with the public utility companies.
8. Maintain Project Diary and Daily Inspection Reports.
9. Submit Monthly Progress Reports to City.
10. Monitor and Coordinate the submittal Review Process. We will coordinate all submittals and shop drawings between the contractor and the design engineer (CBBEL).
11. Landscape restoration observations.

TASK 5 – CONSTRUCTION DOCUMENTATION:

1. Track Quantities Related to Each Pay Item.
2. Establish and Maintain Schedule for Progress Payments.
3. Develop and Verify Payment Requests.
4. Assure that all Documentation follows IDOT Standards.

TASK 6 – CONSTRUCTION CLOSE OUT:

1. Verify Final Measurements / Quantities with Contractor.
2. Prior to Final Inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
3. Develop a FINAL PUNCHLIST and verify satisfactory completion.
4. Provide a Final Project Accounting/Documentation.
5. Provide As-Built Drawings in Electronic Format.
6. Conduct Final Inspection with Village Representatives.
7. Process Final Payment.
8. Complete Project Close-Out and Submit all Paperwork Required.

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If the Client shall so advise SPACECO, Inc., we shall perform or obtain from others such services. SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project include, but are not limited to the following:

- Services due to major changes in the general scope of the project.

- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
 - Unusual or unanticipated improvements.
 - Additional off-site improvements requested by the Client or governmental agencies.
 - Improvements necessary to the project development beyond those being included under Basic Services herein.
 - Structural Engineering.
 - Retaining walls over three feet in height.
 - Railroad grade crossings, signals, or gates.
 - Railroad safety evaluations.
 - NPDES/Erosion Control Report.
 - Traffic impact studies, capacity analyses, warrant studies, intersection design studies, construction documents for any traffic control devices (signals, etc.).
 - Determining the 100-year Base Flood Elevation (BFE) and developing the required documentation in support of the floodplain fill activities.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of design or construction not included under Basic Services.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Environmental assessments, geotechnical investigations.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, facsimile, photography, postage, mileage, tolls and mounting drawings.

FEES

Amount

- Task 1- Review Plans and Specifications with Assigned Field Staff
- Task 2- Schedule and Attend Pre-Construction Meeting
- Task 3- Assist in the Notification to Residents and Businesses Affected by Construction
- Task 4- Construction Observation
- Task 5- Construction Documentation
- Task 6- Construction Close Out

Tasks 1-6

\$174,250 Budget N.T.E.*

** See attached Estimated Workload Breakdown*

Our services will be on a time and materials basis with a budget not to exceed the specified amounts. Our services will be invoiced monthly and payments are due within thirty days after invoicing.

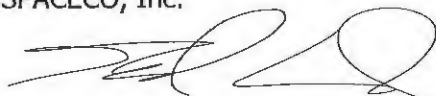
Work identified, as payable on an hourly basis will be billed to you at the rates specified on

the attached Estimated Workload Breakdown. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. We reserve the right to increase our fees by 5% on each annual anniversary of this Agreement. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,

SPACECO, Inc.



Ted Ward, P.E.
Project Manager

c: R. Stawik - SPACECO, Inc.
File Copy

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____

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**Harnish Drive Roadway Rehab IMS
(VoA17-02-02A)
Estimated Workload Breakdown.**

Item	Staff	Estimated Hours	Hourly Rate	Budget
Task 1	SPACECO (Brett Bennett)	20	\$ 125.00	\$ 2,500.00
Task 2	SPACECO (Brett Bennett)	20	\$ 125.00	\$ 2,500.00
Task 3	SPACECO (Brett Bennett)	35	\$ 125.00	\$ 4,375.00
	Metro Strategies (Tammy Wierciak)	N/A	ALLOWANCE	\$ 18,000.00
Task 4	SPACECO (Brett Bennett)	765	\$ 125.00	\$ 95,625.00
	Support Staff/Intern	240	\$ 50.00	\$ 12,000.00
	QA Testing (Rubino Engineering)	N/A	ALLOWANCE	\$ 10,000.00
	Full Depth Reclamation Mix Design (Midland Standard)	N/A	ALLOWANCE	\$ 9,000.00
	Submittal Reviews (CBBEL)	N/A	ALLOWANCE	\$ 4,000.00
Task 5	SPACECO (Brett Bennett)	50	\$ 125.00	\$ 6,250.00
Task 6	SPACECO (Brett Bennett)	80	\$ 125.00	\$ 10,000.00
TOTAL ESTIMATED BUDGET NOT TO EXCEED:				\$ 174,250.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Harnish Drive Roadway Rehab IMS Bid Opening

The Bid opening for the Harnish Drive Roadway Rehab IMS Project was held on Thursday, April 29, 2021 at 10:00 a.m. The plan includes rehabilitation of Harnish Dr from Randall Rd to Hanson Rd as well as drainage and ADA improvements. Four (4) bids were received and have been summarized below.

Engineer's Estimate	\$1,958,863.90
Arrow Road Construction	\$1,597,352.71
Plote Construction, Inc.	\$1,611,198.30
Geske & Sons, Inc.	\$1,614,953.20
Schroeder Asphalt Services, Inc.	\$1,778,069.54

The bid was reviewed by Christopher B. Burke Engineering and recommends Arrow Road Construction, for Harnish Drive Roadway Rehab IMS Project. The bid from Arrow Road Construction contains all the elements required within the bidding documents and they have done other paving projects within the Village previously. The approved budget of \$3,480,000, located within the Street Improvement Fund, is sufficient to fund this project. The original budget includes the section from Hanson Road to Eagle Ridge Lane, which was deferred due to potential water main improvements along the section of Harnish Rd. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this agreement with Arrow Road Construction on to the full Board of Trustees for approval in a not-to-exceed amount of \$1,597,352.71.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 30, 2021

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60453

Attention: Michele Zimmerman

Subject: Village of Algonquin
Harnish Drive Roadway Rehab IMS
Bid Results
(CBBEL Project No. 07-0273.00121)

Dear Ms. Zimmerman,

On Thursday, April 29, 2021 at 10:00 a.m. bids were received and opened for the aforementioned project. Four (4) bids were received and have been summarized below.

<u>COMPANY</u>	<u>BID</u>
Engineer's Estimate	\$1,958,863.90
Arrow Road Construction	\$1,597,352.71
Plote Construction, Inc.	\$1,611,198.30
Geske & Sons, Inc.	\$1,614,953.20
Schroeder Asphalt Services, Inc.	\$1,778,069.54

Arrow Road Construction is the low bidder with a bid amount of \$1,597,352.71. Arrow Road Construction had done satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Arrow Road Construction's bid for the amount of \$1,597,352.71. Attached please find a copy of the bid tabulation for your review and files.

Sincerely,

Stephen Sugg, PE, PTOE
Senior Project Manager, Civil Design Department

cc: Bob Mitchard – Village of Algonquin (w/ enclosed)
Michelle Weber – Village of Algonquin (w/ enclosed)



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 3, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Construction Management Services – Lake Drive South Street Improvements*

Attached you will find a proposal from HR Green Engineering for construction management services in the amount of \$43,127.00 for the Lake Drive South Street Improvement Project. Construction management services for this project were passed as part of the 2021–2022 FY budget in account 04900300-42232, Street Improvement Fund, in the amount of \$80,000.00. Construction for this project involves full depth reclamation of the roadway with cement stabilization, asphalt pavement resurfacing, sidewalk replacement, concrete curb and gutter and drainage repairs.

HR Green was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings. HR Green has been working with the Village for over 6 years now and they have successfully designed and managed similar projects.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Lake Drive South Street Improvements to HR Green, Inc. for \$43,127.00.



PROFESSIONAL SERVICES AGREEMENT

For

**Lake Drive South
Roadway Improvement Project
Construction Engineering Services**

**Robert Mitchard, Director of Public Works
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102**

**Todd Destree, P.E., CPESC, Sr. Construction Project Manager
HR Green, Inc.
420 North Front Street
McHenry, IL 60050
HR Green Project Number: 191331**

03/19/2021

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 4.0 SERVICES BY OTHERS
- 5.0 PROFESSIONAL SERVICES FEE
- 6.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

HR Green will provide Construction Engineering Service for the construction of the Lake Drive South Roadway Improvement Project.

2.0 Scope of Services

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

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon HR Green providing construction observation services based upon approximately 25 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Start Up

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

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

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

HR Green anticipates a Construction Technician will be onsite for approximately twenty (20) hours to complete the above noted coordination and construction preparation. A total of a total of twenty (20) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will be on-site on a part time basis to observe and verify that items being constructed and materials being utilized are in general conformance with the



approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

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

HR Green anticipates that a Construction Technician will be onsite approximately five weeks (approximately two hundred ten (210) hours) and the Sr. Construction Project Manager will be onsite of approximately eight (8) hours during construction of the project. A total of two hundred eighteen (218) hours have been allotted for daily field construction observation for this project.

C. Meetings

HR Green will attend the preconstruction meeting at the Village with the contractor and subcontractors and two additional construction progress meetings. A total of fifteen (15) hours have been allotted for the Senior Project Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted eight (8) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

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

F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services



for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

HR Green shall be responsible to notify the Village representative of any observed construction contract failures to perform the work in accordance with contract drawings and documents, commensurate with HR Green's knowledge as a engineering professional.

3.0 Items not included in Agreement/Supplemental Services

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

- Construction Layout
- As -Built Construction Survey

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

4.0 Services by Others

Quality Assurance Material Testing to be provided by Rubino Engineering under this contract.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed.



5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

5.3 Extra Services

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

5.4 Exclusion

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

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$43127.00.

See attached Cost Estimate Worksheet for a cost breakdown.



6.0 Terms and Conditions

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

6.1 Standard of Care

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

6.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

6.3 Time Limit and Commencement of Services

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

6.4 Suspension of Services

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

6.5 Books and Accounts

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

6.6 Insurance

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

6.7 Waiver

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

6.8 Severability

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

6.9 Successors and Assigns

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

6.10 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors,



subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.11 Governing Law and Jurisdiction

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

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

6.12 Attorney's Fees

If litigation arises relating to this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

6.13 Ownership of Instruments of Service

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

6.14 Reuse of Documents

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

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

6.15 Failure to Abide by Design Documents or To Obtain Guidance

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

6.16 Opinion of Probable Construction Cost

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



6.17 Design Information in Electronic Form

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

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

6.18 Information Provided by Others

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

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

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

6.19 Force Majeure

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

6.20 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations,



duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.21 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

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

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

6.22 Limitation of Liability; Third Party Liability

Unless otherwise specifically provided for in this Agreement, in no event shall the parties 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. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

6.26 Construction Observation

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

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



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

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by:

Printed/Typed Name: Akram Chaudhry, PE

Title: Vice President

Date:

March 19, 2021

Village of Algonquin

Accepted by:

Printed/Typed Name:

Title:

Date:

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 181.54%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Start Up	20	744	1,351		246		2,341	5.43%
Construction Observation	218	8,445	15,332	2,925	2,787	4,000	33,489	77.65%
Administration	8	633	1,150		209		1,992	4.62%
Meetings	15	1,187	2,156		392		3,735	8.66%
Project Close Out	10	372	675		123		1,170	2.71%
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Subconsultant DL					400		400	0.93%
TOTALS	271	11,381	20,664	2,925	4,157	4,000	43,127	100.00%

32,045

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

AVERAGE HOURLY PROJECT RATES
 Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Administration			Meetings			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Development Manage	78.00	0.0																	
Senior Construction Project Ma	79.17	31.0	11.44%	9.06				8	3.67%	2.91	8	100.00%	79.17	15	100.00%	79.17			
Construction Engineer III	51.57	0.0																	
Construction Engineer II	38.89	0.0																	
Construction Engineer I	28.20	0.0																	
Construction Technician III	43.96	0.0																	
Construction Technician II	37.20	240.0	88.56%	32.94	20	100.00%	37.20	210	96.33%	35.83							10	100.00%	37.20
Construction Technician I	31.34	0.0																	
Administrative Manager	39.59	0.0																	
Project Manager	63.76	0.0																	
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TOTALS		271.0	100%	\$42.00	20.0	100.00%	\$37.20	218.0	100%	\$38.74	8.0	100%	\$79.17	15.0	100%	\$79.17	10.0	100%	\$37.20



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 3, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Lake Drive South Street Improvements Bid Award*

Attached you will find a recommendation memo and bid tab for the Lake Drive South Street Improvement Project that is slated for construction this summer. We had seven responsible bids from local road contractors, many of whom have previously worked for the Village of Algonquin. The low bidder on this project was Arrow Road Construction of Mt. Prospect with a total bid of \$577,544.10.

The Village has worked with Arrow Road Construction numerous times in the past 25 years and we have found their work to be of good quality and value. Therefore, we found no need to check references as the company's reputation stands on its own.

The engineer's estimate for the job was \$613,002.75 and money has been budgeted in the Street Improvement Fund in the amount of \$800,000.00 to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Arrow Road Construction for the Lake Drive South Street Improvement Project for the bid price of \$577,544.10.



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

▷ HRGREEN.COM

April 23, 2021

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

RE: Lake Drive South Subdivision Roadway Improvements
Recommendation for Award

Dear Mr. Mitchard:

The Village of Algonquin received seven (7) bid proposals for the construction of the Lake Drive South Subdivision Roadway Improvements at the bid opening on April 21, 2021. The improvements consist of full-depth reclamation with cement stabilization, asphalt pavement resurfacing, sidewalk replacement, concrete curb and gutter, and drainage repairs.

The seven (7) bids ranged in price from a low bid of \$577,544.10 submitted by Arrow Road Construction Co. to a high bid of \$675,000.00 submitted by Chicagoland Paving Contractors, Inc. and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find Arrow Road Construction Co. to be the lowest qualified bidder.

HR Green recommends award of the contract to Arrow Road Construction Co., in the amount of \$577,544.10. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$613,002.75.

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

Sincerely,

HR GREEN, INC.

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

Akram Chaudhry, P.E.
Vice President

JJS/

Enclosure

cc: Jeff Strzalka, HR Green, Inc.
Michele Zimmerman, Village of Algonquin
Michelle Weber, Village of Algonquin



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Phase 3 Construction Engineering Proposal

Attached is a proposal from CBBEL for the Phase 3 Construction Engineering for the Randall Road Wetland Enhancement Project. This project includes the removal of invasive species, the construction of an earthen dam for flood control and an alternate to install a pedestrian bridge within the wetland for access off the bike path.

The proposal is for a cost not to exceed \$52,218.00 and that amount includes \$18,000.00 for an ecologist from RES to oversee the invasive removals and replacements, and \$2,898.00 for material testing by Rubino Engineering. This total amount including the two subcontracts is 6% of the total estimated construction costs which is well within the range for this task.

Village Staff requests the Committee of the Whole take the necessary action to advance this proposal to the Village Board for final approval. There is \$70,000 in the FY 2021-2022 Street Capital budget for this work.

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

It is our understanding that the Village is seeking a qualified consulting firm to provide Construction Engineering Services related to Construction Documentation and QA of Construction Oversight for the Randall Road Wetlands Enhancements. The Village is awarding the Construction to Baxter&Woodman Natural Resources. The Construction agreement states that Base Bid shall be completed in 24 Working Days and Alternative Bid items shall be completed in an additional 15 Working Days.

CBBEL shall provide part time observation of the Civil site work on the Base Bid and Alternate Bid items. RES Great Lakes, LLC (formerly Applied Ecological Services, Inc) will work as a subcontractor and shall provide part time observation of the Wetland Restoration and Stream Restoration items in the Base Bid.

III. Scope of Services

1. Preconstruction Services

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; None
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);No conflicts anticipated in Contract Special Provisions.
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL or RES shall document all existing conditions with digital photographs and videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
- Provide information to the Village so you can update your website with construction updates.

2. Construction Observation

CONSTRUCTION OBSERVATION

- Part-Time Construction Inspection of all Contract Work to ensure improvements are constructed safely with minimal impact on the public and in accordance with the project specifications; CBBEL shall perform assistance and QA services for the Resident Engineer assigned to the project.
- Coordinate with the design engineer, resident engineer, and contractor to answer any Requests for Information (RFIs).
- Provide Weekly Progress Updates to Village Staff;
- All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

3. 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.

4. Construction Observation

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

- Verify Construction Layout Performed by Contractor;
- Coordinate with the design engineer and contractor to verify initial geometric controls.
- Since the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents. The duration is based upon a 24 Working Day completion for Base Bid work and additional 15 Working Day completion for Alternate Bid work as stated in the Contract Special Provisions.
- Answering of questions and resolving issues and concerns from impacted property owners;

- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.
- Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.

5. Construction Documentation

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

6. Materials QA

- Performance of Quality Assurance Material Testing in conformance with IDOT requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Ltd. 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.

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

IV. MAN-HOURS & FEE SUMMARY

A.	Phase III Engineering		
Task A.1 Preconstruction Services			
Engineer IV	8 hrs x \$145/hr	=	\$1,160
Task A.2 Shop Drawing Review including Design Revisions			
Engineer IV	32 hrs x \$145/hr	=	\$4,640
Task A.3 Construction Observation			
Engineer IV – Base	48 hrs x \$145/hr	=	\$6,960
Engineer IV – Alt Bid	80 hrs x \$145/hr	=	\$11,600
RES Great Lakes		=	\$18,000
Task A.4 Construction Documentation			
Engineer IV	40 hrs x \$145/hr	=	\$5,800
Task A.5 Materials QA (Rubino Engineering)			
		=	\$2,898
Task A.6 Project Closeout			
Engineer IV	8 hrs x \$145/hr	=	<u>\$1,160</u>
		Total	\$52,218

Direct Costs - NONE

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 5/4/2021 _____

N:\PROPOSALS\ADMIN\2021\Algonquin Randall Wetlands Phase III Services\Algonquin Randall Road Wetlands Phase III Services.050321.docx

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

Updated January 8, 2020



Regional Office
120 W. Main Street
West Dundee IL 60118

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

A. Cover Letter

April 24, 2021

Michael E. Kerr, PE (Executive Vice President)
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Re: Proposal for Randall Wetland Complex Construction Oversight Services

Dear Mike,

RES Great Lakes, LLC (formerly Applied Ecological Services, Inc.*)¹ is pleased to provide this proposal for Construction Oversight Services related to the ecological restoration components of the Randall Wetland Complex Project located in Algonquin, Illinois. Enclosed you will find a summary of our proposed scope of work and fees based on our understanding of your request for services.

Upon review and acceptance of the contract, please sign and return according to the instructions on the signature page.

Sincerely,

A handwritten signature in black ink that reads "William W. Stoll".

William W. Stoll
RES-AES
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
bstoll@res.us

¹ *AES was acquired by Resource Environmental Solutions, LLC on 2/5/2021 and underwent a name change to RES Great Lakes, LLC dba Applied Ecological Services. This entity is now a wholly-owned subsidiary of Resource Environmental Solutions, LLC (RES) and all work will be conducted by trusted AES staff, who now have access to the support of RES, without disruptions to your service. For the purposes of qualitative evaluation of this proposal, AES and RES should be viewed as a single entity ("RES").



B. Scope of Services

Project Understanding

RES understands that the Village of Algonquin hired Baxter & Woodman to construct and implement 5 years of management related to the Randall Wetland Complex Restoration Project and that initial construction work covered under this scope will extend from approximately May-November 2021. CBBEL would like for RES to complete construction oversight services related to the initial ecological restoration components of the project (May-November 2021) but that construction oversight will not extend into Years 2 & 3 site preparation, seeding/planting, or required 5-year management period.

Task 1. Construction Oversight

RES will provide Construction Oversight Services for the initial ecological restoration components of the Randall Wetland Complex Restoration Project located in Algonquin, Illinois. The anticipated construction oversight covered under this scope is approximately May-November 2021. RES staff will be present for approximately 4-6 hours each day during ecological restoration activity but longer each day if required. RES also anticipates attending a construction Kickoff Meeting and Project Status Meetings as requested. When appropriate, RES will provide CBBEL with meeting minutes and/or memos to document issues and change orders that may arise during construction. RES will neither direct the contractor on "means and methods" of construction nor instruct the contractor on safety procedures and process. In addition, RES understands that CBBEL will oversee all "Civil" components of the project such as construction of the berm, water control structure, pedestrian path, etc.

RES will perform construction oversight for the following ecological components of the project:

- 1) Site Preparation: Tree Removal, clearing/grubbing, herbiciding, & soil preparation for native planting,
- 2) Stream Restoration: Excavation, fill, fine grading, Cross Vanes, J-hooks, stone toe protection,
- 3) Erosion & Sediment Control: Erosion blanket, sump/dewatering, silt fence, and mulch related to ecological components. Note: RES is not responsible for documenting & reporting related to NPDES & SWPPP requirements,
- 4) Ecological Restoration: Native seeding/planting,

All documentation will be kept in electronic format and include photos of soil preparation, native seeding/planting, cross vanes, J-hooks, stone toe protection, and erosion control. RES will also verify and document, stone sizing prior to placement, all native seed mixes, and native plants. Copies of all seed/plant tickets and pictures of all plant materials will be documented.

Product: Initial Construction Oversight Services (May-November 2021)

Time & Materials Not to Exceed: \$18,000



C. Contract Terms and Conditions

Acceptance

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

****PLEASE SIGN AND RETURN to RES.** An executed contract containing both signatures will be returned to you. This Agreement is not binding upon RES until executed by an officer of RES.

Table 1 – RES

RES Great Lakes, LLC dba Applied Ecological Services	
Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608.897.8641	Fax: 608.897.8486
Email:	

Table 2 - Client


Client: Christopher B. Burke Engineering	
Signature: 	Date: 4/29/2021
Name: Michael Kerr	
Title: President	
Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018	
Phone:	Fax:
Email:	

Table 3 - Billing

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



Notes

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. RES will honor the pricing presented in this proposal for a period of 30-days and we may thereafter opt to modify pricing.

Standard Terms and Conditions

1. Term and Termination

These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between RES Great Lakes, LLC dba Applied Ecological Services (hereafter RES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

- 1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, RES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.
- 1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid undisputed invoices submitted by RES to Client will be due and payable. RES will also be paid, under the terms of the Agreement, for all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Each party will bear its own termination expenses.
- 1.3. **Transition Period.** If this Agreement is terminated by either party, Client may require RES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. Invoicing and Payment

- 2.1. **Invoicing/Payment Term.** RES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from RES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify RES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by RES shall be at the rates specified in RES' Rate Schedule, attached hereto as Exhibit A and incorporated by reference herein. The RES Rate Schedule applicable to this Agreement may be modified by the mutual written consent of RES and Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.
- 2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.
- 2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to RES in U.S. Dollars.
- 2.4. **Method.** Payments to RES shall be made via Automated Clearing House (ACH) to RES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "RES Great Lakes, LLC" can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the RES invoice number(s) in check memo.

Bank Name:	The Bank of New Glarus/Sugar River Bank Branch
Bank Address:	2006 1st Center Ave, Brodhead, WI 53520
Routing Number:	075903912
Checking Account Number:	101753861

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



3. *Liens*

RES acknowledges that Client does not own the real estate on which the Services described in this Agreement will be performed.

4. *Confidentiality*

- 4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.
- 4.2. **Nondisclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.
- 4.3. **Use of Project Information.** Client agrees that RES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. *Ownership of Work Product*

- 5.1. **Work Product.** All preliminary or draft drawings, specifications or other documents and electronic data furnished by RES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and RES shall retain the ownership and property interest therein, including the copyrights thereto. All final drawings, specifications, reports, and other documents or electronic data furnished by RES to Client under this Agreement shall be deemed to be the property of Client.
- 5.2. **Client's Limited License.** Upon Client's payment in full for all work performed under this Agreement, RES shall grant Client a limited license to use the Work Product in connection with Client's execution of the applicable project, and the drawings, specifications and other documents prepared by RES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product as modified by Client is at Client's sole risk and without liability or legal exposure to RES.
- 5.3. **Use.** Any documents generated by RES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by RES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to RES. Client further agrees that it shall defend, indemnify and hold harmless RES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. *Insurance*

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



- 6.2. **Waiver of Subrogation.** To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.
- 6.3. **Additional Coverage.** Upon advance written notice, RES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.
- 6.4. **Notice of Cancellation.** The above-required insurance shall be maintained by RES during the term of this Agreement, and shall not be canceled, altered, or amended by RES without thirty (30) days advance written notice to Client.

7. *Limitation of Liability*

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

Notwithstanding any other term of this Agreement to the contrary, in no event shall RES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by RES to Client, regardless of whether RES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. *Indemnification*

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

9. *Independent Entities*

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

10. *Dispute Resolution*

- 10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.
- 10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, RES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.
- 10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and



shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. Standard of Care / Warranties

- 11.1. **Standard of Care.** All Services provided by RES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.
- 11.2. **Warranties.** Construction work performed by RES includes a one (1) year warranty on materials and workmanship. RES warrants that such work shall be free from material defects. RES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. RES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify RES of defective work, the Client waives RES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if RES is not retained to perform subsequent phases, RES' responsibility will extend only to the Services it completes.

12. Time for Performance

- 12.1. RES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and RES and incorporated into this Agreement.
- 12.2. If the Services to be performed by RES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of RES, the schedule of work and the date for completion will be adjusted accordingly. RES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous

- 13.1. **Entire Agreement.** This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.
- 13.2. **Governing Law and Jurisdiction.** This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. CLIENT AND RES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.
- 13.3. **Construction / Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.
- 13.4. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.
- 13.5. **Severability.** Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.



- 13.6. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.
- 13.7. **Attorneys' Fees.** In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.
- 13.8. **Successors and Assignees.** This Agreement will be binding on RES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void. Nothing in this section will prevent RES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.
- 13.9. **Waiver.** The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- 13.10. **Survival.** All obligations of Client regarding amounts owed to RES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.
- 13.11. **Exhibits and Attachments.** All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.
- 13.12. **Counterparts / Signatures.** This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

April 30, 2021

To: Kevin Wilson, P.E.
Assistant Department Head
Christopher B. Burke Engineering, Ltd
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
P: 847.823.0500

Re: **QA Construction Material Testing Services**
Proposed Wetlands Enhancement
Randall Road
Algonquin, Illinois

Proposal No. Q21.228

Via email: kwilson@cbbel.com

Dear Mr. Wilson,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on April 28, 2021 and the following outlines our understanding of the requested scope of services:

Project Name and Description

Randall Road Wetlands Enhancement – Algonquin, IL

General Scope of Services

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method

EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on April 9, 2021, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
CONCRETE	2	Half (4 hours)
EARTHWORK TESTING	1	Full (8 hours)

*Portal to Portal

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Material Tester 1 (hr)	Material Tester 2 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Standard Proctor
	\$99.00	\$102.00	\$65.00	\$125.00	\$44.00	\$17.00	\$249.00	\$195.00
Randall Road Wetlands Enhancement								
Furnished Excavation		8	1	0.5	1			1
Concrete Structures & Sidewalk (Special)	8		2	1		10	2	
	8	8	3	1.5	1	10	2	1
GRAND TOTAL = \$2,897.50	\$792.00	\$916.00	\$195.00	\$187.50	\$44.00	\$170.00	\$498.00	\$195.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No: _____ Purchase Order No.: _____
- 4. Project Manager: _____ Telephone No.: _____
- 5. Site Contact: _____ Telephone No.: _____
- 6. Number and Distribution of Reports:
 - () Copies To: _____ () Copies To: _____
 - Attn: _____ Attn: _____
 - Email: _____ Email: _____

 - () Copies To: _____ () Copies To: _____
 - Attn: _____ Attn: _____
 - Email: _____ Email: _____
- 7. Invoicing Address: _____

Attn: _____
Email: _____
- 8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 92.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 198.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 103.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 154.50
Per Hour Overtime Sundays and Holidays	\$ 206.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2020

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

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

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger
	PHONE (A.C. No. Ext.): 630 625-8219 FAX (A.C. No.): 610 837-4939 EMAIL ADDRESS: laurie.cloninger@usi.com
INSURED Rubino Engineering, Inc. 426 Shepard Dr Ste H Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLJ Insurance Company NAIC # 13056
	INSURER B: Berkley Insurance Company 32603
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

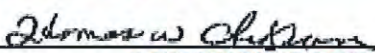
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE ≤1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) ≤1,000,000 MED EXP (Any one person) ≤10,000 PERSONAL & ADV INJURY ≤1,000,000 GENERAL AGGREGATE ≤2,000,000 PRODUCTS - COM/OP AGG ≤2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Per accident) ≤1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS MADE COC RETENTIONS		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE ≤5,000,000 AGGREGATE ≤5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	PSW0002789	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT ≤1,000,000 E.L. DISEASE - EA EMPLOYEE ≤1,000,000 E.L. DISEASE - POLICY LIMIT ≤1,000,000
B	Professional Liability		AEC903915101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Randall Road Wetland Enhancements Bid Opening

The Bid opening for the Randall Road Wetland Enhancements Project was held on Wednesday, April 21, 2021 at 10:00 a.m. The plan includes Wetland Enhancements of property located east of Randall Rd, north of Harnish Dr, west of Stonegate Rd and south of N. Huntington Dr. as well as pedestrian bridge and path improvements. Five (5) bids were received and have been summarized below.

Engineer's Estimate	\$888,925.75
Baxter & Woodman Natural Resources	\$794,228.15
AES/RES	\$996,303.71
V3 Construction Group LTD	\$1,051,084.60
Cardno, Inc.	\$1,267,126.06
Encap, Inc.	\$1,306,713.40

The bid was reviewed by Christopher B. Burke Engineering and Village staff. The review team recommends Baxter & Woodman Natural Resources, for Randall Road Wetland Enhancements Project. The bid from Baxter & Woodman Natural Resources contains all the elements required within the bidding documents. This was budgeted in the Street Capital Improvement Fund at \$700,000. The additional \$94,228.15, which includes the alternate (pedestrian bridge and path improvements), that is needed will come from the \$350,000 savings realized in the Scott St. Rehabilitation Project in the Street Capital Improvement Fund. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this agreement with Baxter & Woodman Natural Resources on to the full Board of Trustees for approval in a not-to-exceed amount of \$888,925.75.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 4, 2021

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60453

Attention: Michele Zimmerman

Subject: Village of Algonquin
Randall Road Wetland Enhancements
Bid Results
(CBBEL Project No. 07-0273.00110)

Dear Ms. Zimmerman:

On Wednesday, April 21, 2021 at 10:00 a.m., bids were received and opened for the aforementioned project. Five (5) bids were received and have been summarized below.

Company Name	Base Bid	Base Bid – As Corrected	Alternate 1 Bid – As Read	Project Total	Bid Bond
Engineer's Estimate	\$725,643.75	-	\$163,282.00	\$888,925.75	✓
BAXTER & WOODMAN NATURAL RESOURCES	\$568,020.15	-	\$226,208.00	\$794,228.15	✓
AES/RES	\$652,310.24	\$689,810.24	\$306,493.47	\$996,303.71	✓
V3 CONSTRUCTION GROUP LTD.	\$752,500.00	-	\$298,584.60	\$1,051,084.60	✓
CARDNO, INC.	\$865,486.42	-	\$401,639.64	\$1,267,126.06	✓
ENCAP, INC.	\$1,028,738.40	-	\$277,975.00	\$1,306,713.40	✓

Baxter & Woodman Natural Resources is the low bid for the base and alternate.

Enclosed for your review are the bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

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

cc: Bob Mitchard – Village of Algonquin (w/ enclosed)
Michelle Weber – Village of Algonquin (w/ enclosed)

				ENGINEER'S ESTIMATE		BAXTER & WOODMAN NATURAL RESOURCES		AES/RES		V3 CONSTRUCTION GROUP LTD.		CARDNO, INC.		ENCAP, INC.													
CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST												
20200100	EARTH EXCAVATION	CU YD	350	\$ 15.00	\$ 5,250.00	\$ 43.50	\$ 15,225.00	\$ 30.80	\$ 10,780.00	\$ 12.00	\$ 4,200.00	\$ 19.87	\$ 6,954.50	\$ 15.00	\$ 5,250.00												
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	847	\$ 30.00	\$ 25,410.00	\$ 48.00	\$ 40,656.00	\$ 45.54	\$ 38,572.38	\$ 25.00	\$ 21,175.00	\$ 23.16	\$ 19,616.52	\$ 35.00	\$ 29,645.00												
20400800	FURNISHED EXCAVATION	CU YD	1,974	\$ 30.00	\$ 59,220.00	\$ 27.00	\$ 53,298.00	\$ 31.27	\$ 61,726.98	\$ 30.00	\$ 59,220.00	\$ 11.94	\$ 23,569.56	\$ 18.00	\$ 35,532.00												
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CY YD	450	\$ 15.00	\$ 6,750.00	\$ 23.00	\$ 10,350.00	\$ 10.46	\$ 4,707.00	\$ 22.00	\$ 9,900.00	\$ 24.33	\$ 10,948.50	\$ 6.00	\$ 2,700.00												
25100115	STRAW MULCH, METHOD 2	SQ YD	3,750	\$ 1.00	\$ 3,750.00	\$ 1.75	\$ 6,562.50	\$ 0.29	\$ 1,087.50	\$ 1.00	\$ 3,750.00	\$ 1.25	\$ 4,687.50	\$ 0.85	\$ 3,187.50												
*28000510	INLET FILTERS	EACH	2	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 165.00	\$ 330.00	\$ 190.00	\$ 380.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00												
28100209	STONE RIPRAP, CLASS A5	TON	1,395	\$ 100.00	\$ 139,500.00	\$ 61.00	\$ 85,095.00	\$ 84.63	\$ 118,058.85	\$ 54.00	\$ 75,330.00	\$ 69.74	\$ 97,287.30	\$ 90.00	\$ 125,550.00												
28200200	FILTER FABRIC	SQ YD	1,250	\$ 4.00	\$ 5,000.00	\$ 2.75	\$ 3,437.50	\$ 33.47	\$ 41,837.50	\$ 1.00	\$ 1,250.00	\$ 3.04	\$ 3,800.00	\$ 2.00	\$ 2,500.00												
*54205053	PIPE CULVERTS, SPECIAL 18"	FOOT	75	\$ 40.00	\$ 3,000.00	\$ 60.00	\$ 4,500.00	\$ 55.29	\$ 4,146.75	\$ 100.00	\$ 7,500.00	\$ 160.55	\$ 12,041.25	\$ 60.00	\$ 4,500.00												
54213660	PRECAST REINFORCED FLARED END SECTIONS 15"	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,585.00	\$ 2,585.00	\$ 1,450.15	\$ 1,450.15	\$ 941.46	\$ 941.46	\$ 1,400.00	\$ 1,400.00												
54260315	TRAVERSABLE PIPE GRATE FOR CONCRETE END SECTION	FOOT	59	\$ 20.00	\$ 1,180.00	\$ 112.00	\$ 6,608.00	\$ 275.00	\$ 16,225.00	\$ 100.00	\$ 5,900.00	\$ 162.68	\$ 9,598.12	\$ 100.00	\$ 5,900.00												
54261454	CONCRETE END SECTION, STANDARD 542001, 54", 1:4	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 11,100.00	\$ 11,100.00	\$ 14,218.00	\$ 14,218.00	\$ 12,500.00	\$ 12,500.00	\$ 13,514.60	\$ 13,514.60	\$ 12,500.00	\$ 12,500.00												
55100500	STORM SEWER REMOVAL 12"	FOOT	1,000	\$ 10.00	\$ 10,000.00	\$ 14.75	\$ 14,750.00	\$ 13.20	\$ 13,200.00	\$ 13.00	\$ 13,000.00	\$ 30.56	\$ 30,560.00	\$ 10.00	\$ 10,000.00												
*66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	200	\$ 100.00	\$ 20,000.00	\$ 9.00	\$ 1,800.00	\$ 79.29	\$ 15,858.00	\$ 84.00	\$ 16,800.00	\$ 60.17	\$ 12,034.00	\$ 80.00	\$ 16,000.00												
*66900530	SOIL DISPOSAL ANALYSIS	EACH	4	\$ 1,700.00	\$ 6,800.00	\$ 1,200.00	\$ 4,800.00	\$ 390.00	\$ 1,560.00	\$ 520.00	\$ 2,080.00	\$ 1,609.00	\$ 6,436.00	\$ 2,500.00	\$ 10,000.00												
671100100	MOBILIZATION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,320.00	\$ 27,320.00	\$ 13,800.00	\$ 13,800.00	\$ 103,762.00	\$ 103,762.00	\$ 25,000.00	\$ 25,000.00												
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,318.00	\$ 1,318.00	\$ 2,600.00	\$ 2,600.00	\$ 34,063.00	\$ 34,063.00	\$ 25,000.00	\$ 25,000.00												
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	125	\$ 20.00	\$ 2,500.00	\$ 58.00	\$ 7,250.00	\$ 48.00	\$ 6,000.00	\$ 34.00	\$ 4,250.00	\$ 28.24	\$ 3,530.00	\$ 20.00	\$ 2,500.00												
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 4,750.00	\$ 4,750.00	\$ 8,250.00	\$ 8,250.00	\$ 6,200.00	\$ 6,200.00	\$ 7,579.00	\$ 7,579.00	\$ 15,000.00	\$ 15,000.00												
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	11	\$ 500.00	\$ 5,500.00	\$ 650.00	\$ 7,150.00	\$ 578.00	\$ 6,358.00	\$ 390.00	\$ 4,290.00	\$ 382.00	\$ 4,202.00	\$ 350.00	\$ 3,850.00												
*NA	END SECTION SLOPE WALL	CU YD	4	\$ 500.00	\$ 2,000.00	\$ 2,900.00	\$ 11,600.00	\$ 550.00	\$ 2,200.00	\$ 1,600.00	\$ 6,400.00	\$ 2,356.45	\$ 9,425.80	\$ 2,500.00	\$ 10,000.00												
*NA	EROSION CONTROL BLANKET, NAG S75BN	SQ YD	10,987	\$ 2.25	\$ 24,720.75	\$ 3.25	\$ 35,707.75	\$ 1.93	\$ 21,204.91	\$ 2.25	\$ 24,720.75	\$ 2.10	\$ 23,072.70	\$ 2.50	\$ 27,467.50												
*NA	EROSION CONTROL BLANKET, NAG SC150BN	SQ YD	620	\$ 3.25	\$ 2,015.00	\$ 4.50	\$ 2,790.00	\$ 3.24	\$ 2,008.80	\$ 2.50	\$ 1,550.00	\$ 2.35	\$ 1,457.00	\$ 3.30	\$ 2,046.00												
*NA	SILTATION CONTROL FENCE	FOOT	550	\$ 4.00	\$ 2,200.00	\$ 2.75	\$ 1,512.50	\$ 4.07	\$ 2,238.50	\$ 4.00	\$ 2,200.00	\$ 2.75	\$ 1,512.50	\$ 18.00	\$ 9,900.00												
*NA	DRAINAGE STRUCTURE TO BE RECONSTRUCTED	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,365.00	\$ 2,365.00	\$ 2,100.00	\$ 2,100.00	\$ 2,175.00	\$ 2,175.00	\$ 3,600.00	\$ 3,600.00												
*NA	DRAINAGE STRUCTURE TO BE REMOVED (STM 15818)	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 578.00	\$ 578.00	\$ 760.00	\$ 760.00	\$ 764.00	\$ 764.00	\$ 600.00	\$ 600.00												
*NA	DRAINAGE STRUCTURE TO BE REMOVED (STM 15845)	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 578.00	\$ 578.00	\$ 810.00	\$ 810.00	\$ 764.00	\$ 764.00	\$ 600.00	\$ 600.00												
*NA	INLINE WATER CONTROL STRUCTURE	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 3,800.00	\$ 3,800.00	\$ 7,975.00	\$ 7,975.00	\$ 5,400.00	\$ 5,400.00	\$ 4,385.00	\$ 4,385.00	\$ 3,700.00	\$ 3,700.00												
*NA	TEMPORARY COFFERDAMS, BYPASS PUMPING, SEDIMENT FILTER BAG AND DEWATERING	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,787.00	\$ 6,787.00	\$ 10,200.00	\$ 10,200.00	\$ 15,225.00	\$ 15,225.00	\$ 85,000.00	\$ 85,000.00												
*NA	TOPSOIL STRIP/STOCKPILE/RESPREAD	CU YD	200	\$ 12.50	\$ 2,500.00	\$ 17.50	\$ 3,500.00	\$ 121.82	\$ 24,364.00	\$ 22.00	\$ 4,400.00	\$ 48.89	\$ 9,778.00	\$ 10.00	\$ 2,000.00												
*NA	CHANNEL EXCAVATION	CU YD	200	\$ 16.00	\$ 3,200.00	\$ 15.00	\$ 3,000.00	\$ 11.77	\$ 3,354.00	\$ 13.00	\$ 2,600.00	\$ 42.02	\$ 8,404.00	\$ 100.00	\$ 20,000.00												
*NA	J-HOOK (18"-24" STONE)	TON	9	\$ 200.00	\$ 1,800.00	\$ 112.00	\$ 1,008.00	\$ 226.00	\$ 2,034.00	\$ 380.00	\$ 3,420.00	\$ 322.15	\$ 2,899.35	\$ 100.00	\$ 900.00												
*NA	CROSS VANES (18"-24" STONE)	TON	30	\$ 200.00	\$ 6,000.00	\$ 105.00	\$ 3,150.00	\$ 187.00	\$ 5,610.00	\$ 300.00	\$ 9,000.00	\$ 305.00	\$ 9,150.00	\$ 100.00	\$ 3,000.00												
*NA	STONE TOE PROTECTION, IDOT CLASS A4 RIPRAP	TON	61	\$ 100.00	\$ 6,100.00	\$ 120.00	\$ 7,320.00	\$ 148.00	\$ 9,028.00	\$ 130.00	\$ 7,930.00	\$ 98.81	\$ 6,027.41	\$ 85.00	\$ 5,185.00												
*NA	AGGREGATE BASE (FOR J-HOOK, CROSS VANES, AND STONE TOE PROTECTION) IDOT CLASS A1	TON	30	\$ 75.00	\$ 2,250.00	\$ 105.00	\$ 3,150.00	\$ 130.00	\$ 3,900.00	\$ 23.00	\$ 690.00	\$ 81.41	\$ 2,442.30	\$ 60.00	\$ 1,800.00												
*NA	GEOTEXTILE FABRIC (FOR STONE TOE PROTECTION)	SQ YD	200	\$ 4.00	\$ 800.00	\$ 2.50	\$ 500.00	\$ 3.47	\$ 694.00	\$ 1.00	\$ 200.00	\$ 7.20	\$ 1,440.00	\$ 2.00	\$ 400.00												
*NA	TREE/SHRUB REMOVAL	ACRE	7.0	\$ 10,000.00	\$ 70,000.00	\$ 4,300.00	\$ 30,100.00	\$ 8,850.00	\$ 26,950.00	\$ 4,200.00	\$ 29,400.00	\$ 5,000.00	\$ 35,000.00	\$ 4,950.00	\$ 34,650.00												
*NA	CONTROLLED BURN TO REMOVE DEAD PHRAG	L SUM	1	\$ 9,000.00	\$ 9,000.00	\$ 4,150.00	\$ 4,150.00	\$ 8,446.00	\$ 8,446.00	\$ 5,700.00	\$ 5,700.00	\$ 27,500.00	\$ 27,500.00	\$ 18,000.00	\$ 18,000.00												
*NA	HERBICIDING (2X) PREPARATION FOR SEEDING	ACRE	43.56	\$ 300.00	\$ 13,068.00	\$ 200.00	\$ 8,712.00	\$ 281.00	\$ 12,240.36	\$ 160.00	\$ 6,960.00	\$ 550.00	\$ 23,958.00	\$ 1,150.00	\$ 50,094.00												
*NA	MOW OR BURN IN PREPARATION TO SEED	L SUM	1.0	\$ 8,000.00	\$ 8,000.00	\$ 4,250.00	\$ 4,250.00	\$ 3,792.00	\$ 3,792.00	\$ 5,500.00	\$ 5,500.00	\$ 27,500.00	\$ 27,500.00	\$ 16,000.00	\$ 16,000.00												
*NA	DISC AND/OR DRAG SOIL PRIOR TO SEEDING	ACRE	21.58	\$ 350.00	\$ 7,553.00	\$ 205.00	\$ 4,423.90	\$ 156.00	\$ 3,366.48	\$ 100.00	\$ 2,158.00	\$ 550.00	\$ 11,869.00	\$ 305.00	\$ 6,581.90												
*NA	EMERGENT/WET PRAIRIE SEEDING	ACRE	4.93	\$ 2,500.00	\$ 12,325.00	\$ 1,900.00	\$ 9,367.00	\$ 1,893.00	\$ 9,332.49	\$ 3,000.00	\$ 14,790.00	\$ 2,625.00	\$ 12,941.25	\$ 2,300.00	\$ 11,339.00												
*NA	WET PRAIRIE SEEDING	ACRE	8.42	\$ 2,000.00	\$ 16,840.00	\$ 1,600.00	\$ 13,472.00	\$ 1,577.00	\$ 13,278.34	\$ 2,800.00	\$ 23,576.00	\$ 1,765.00	\$ 14,861.30	\$ 2,000.00	\$ 16,840.00												
*NA	WET-MESIC PRAIRIE SEEDING	ACRE	8.04	\$ 3,000.00	\$ 24,120.00	\$ 2,750.00	\$ 22,110.00	\$ 2,590.00	\$ 20,823.60	\$ 4,200.00	\$ 33,768.00	\$ 1,600.00	\$ 12,864.00	\$ 4,100.00	\$ 32,964.00												
*NA	EMERGENT/WET PRAIRIE PLANT PLUGS	EACH	14,000	\$ 4.80	\$ 67,200.00	\$ 3.50	\$ 49,000.00	\$ 3.90	\$ 54,600.00	\$ 4.25	\$ 59,500.00	\$ 3.65	\$ 51,100.00	\$ 4.75	\$ 66,500.00												
*NA	DETENTION: EMERGENT PLANT PLUGS	EACH	1,290	\$ 6.19	\$ 7,992.00	\$ 3.50	\$ 4,515.00	\$ 3.82	\$ 4,927.80	\$ 4.25	\$ 5,482.50	\$ 3.65	\$ 4,708.50	\$ 4.85	\$ 6,265.50												
*NA	MOW MANAGEMENT (21.58 AC) (5-YEAR MAINTENANCE PERIOD)	TRIP	3	\$ 4,250.00	\$ 12,750.00	\$ 1,800.00	\$ 5,400.00	\$ 1,921.00	\$ 5,763.00	\$ 2,100.00	\$ 6,300.00	\$ 11,869.00	\$ 35,607.00	\$ 8,000.00	\$ 24,000.00												
*NA	SPOT HERBICIDING (5-YEAR MAINTENANCE PERIOD)	TRIP	10	\$ 6,000.00	\$ 60,000.00	\$ 1,600.00	\$ 16,000.00	\$ 3,208.00	\$ 32,080.00	\$ 20,200.00	\$ 202,000.00	\$ 7,553.00	\$ 75,530.00	\$ 22,500.00	\$ 225,000.00												
*NA	PERSCRIBED BURN (21.58 AC) (5-YEAR MAINTENANCE PERIOD)	L SUM	1	\$ 8,250.00	\$ 8,250.00	\$ 4,050.00	\$ 4,050.00	\$ 6,152.00	\$ 6,152.00	\$ 9,400.00	\$ 9,400.00	\$ 27,500.00	\$ 27,500.00	\$ 7,600.00	\$ 7,600.00												
*INDICATES SPECIAL PROVISION				TOTAL = \$ 725,643.75				TOTAL = \$ 568,020.15				TOTAL = \$ 689,810.24				TOTAL = \$ 752,500.00				TOTAL = \$ 865,486.42				TOTAL = \$ 1,028,738.40			
DENOTES ERROR																											

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
50200100	STRUCTURE EXCAVATION	CU YD	75	\$ 65.00	\$ 4,875.00	\$ 62.00	\$ 4,650.00	\$ 40.72	\$ 3,054.00	\$ 100.00	\$ 7,500.00	\$ 65.92	\$ 4,944.00	\$ 35.00	\$ 2,625.00
50300225	CONCRETE STRUCTURES	CU YD	9.4	\$ 1,800.00	\$ 16,920.00	\$ 3,500.00	\$ 32,900.00	\$ 1,764.11	\$ 16,582.63	\$ 2,350.00	\$ 22,090.00	\$ 2,372.70	\$ 22,303.38	\$ 2,000.00	\$ 18,800.00
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	1,410	\$ 2.00	\$ 2,820.00	\$ 3.75	\$ 5,287.50	\$ 4.08	\$ 5,752.80	\$ 8.00	\$ 11,280.00	\$ 6.94	\$ 9,785.40	\$ 21.00	\$ 29,

**Randall Road Wetlands Enhancement
Baxter & Woodman Natural Resources Unit Prices Estimate**

	CODE NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
Civil	20200100	EARTH EXCAVATION	CU YD	350	\$ 43.50	\$15,225.00
Civil	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	847	\$ 48.00	\$40,656.00
Civil	20400800	FURNISHED EXCAVATION	CU YD	1,974	\$ 27.00	\$53,298.00
Civil	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CY YD	450	\$ 23.00	\$10,350.00
Civil & Wetland Restoration	25100115	STRAW MULCH, METHOD 2	SQ YD	3,750	\$ 1.75	\$6,562.50
Civil	*28000510	INLET FILTERS	EACH	2	\$ 500.00	\$1,000.00
Civil	28100209	STONE RIPRAP, CLASS A5	TON	1,395	\$ 61.00	\$85,095.00
Civil	28200200	FILTER FABRIC	SQ YD	1,250	\$ 2.75	\$3,437.50
Civil	*54205053	PIPE CULVERTS, SPECIAL 18"	FOOT	75	\$ 60.00	\$4,500.00
Civil	54213660	PRECAST REINFORCED FLARED END SECTIONS 15"	EACH	1	\$ 1,500.00	\$1,500.00
Civil	54260315	TRAVERSABLE PIPE GRATE FOR CONCRETE END SECTION	FOOT	59	\$ 112.00	\$6,608.00
Civil	54261454	CONCRETE END SECTION, STANDARD 542001, 54", 1:4	EACH	1	\$ 11,100.00	\$11,100.00
Civil	55100500	STORM SEWER REMOVAL 12"	FOOT	1,000	\$ 14.75	\$14,750.00
Civil	*66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	200	\$ 9.00	\$1,800.00
Civil	*66900530	SOIL DISPOSAL ANALYSIS	EACH	4	\$ 1,200.00	\$4,800.00
Civil & Stream Restoration	671100100	MOBILIZATION	L SUM	1	\$ 10,000.00	\$10,000.00
Civil & Stream Restoration	*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 10,000.00	\$10,000.00
Civil & Stream Restoration	*20013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	125	\$ 58.00	\$7,250.00
Civil & Stream Restoration	*20013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 4,750.00	\$4,750.00
Civil	*20018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	11	\$ 650.00	\$7,150.00
Civil	*NA	END SECTION SLOPE WALL	CU YD	4	\$ 2,900.00	\$11,600.00
Wetland Restoration	*NA	EROSION CONTROL BLANKET, NAG S75BN	SQ YD	10,987	\$ 3.25	\$35,707.75
Civil & Stream Restoration	*NA	EROSION CONTROL BLANKET, NAG SC150BN	SQ YD	620	\$ 4.50	\$2,790.00
Civil	*NA	SILTATION CONTROL FENCE	FOOT	550	\$ 2.75	\$1,512.50
Civil	*NA	DRAINAGE STRUCTURE TO BE RECONSTRUCTED	EACH	1	\$ 2,000.00	\$2,000.00
Civil	*NA	DRAINAGE STRUCTURE TO BE REMOVED (STM 15818)	EACH	1	\$ 1,800.00	\$1,800.00
Civil	*NA	DRAINAGE STRUCTURE TO BE REMOVED (STM 15845)	EACH	1	\$ 1,800.00	\$1,800.00
Civil	*NA	INLINE WATER CONTROL STRUCTURE	EACH	1	\$ 3,800.00	\$3,800.00
Civil & Stream Restoration	*NA	TEMPORARY COFFERDAMS, BYPASS PUMPING, SEDIMENT FILTER BAG AND DEWATERING	L SUM	1	\$ 10,000.00	\$10,000.00
Stream Restoration	*NA	TOPSOIL STRIP/STOCKPILE/RESPREAD	CU YD	200	\$ 17.50	\$3,500.00
Stream Restoration	*NA	CHANNEL EXCAVATION	CU YD	200	\$ 15.00	\$3,000.00
Stream Restoration	*NA	J-HOOK (18"-24" STONE)	TON	9	\$ 112.00	\$1,008.00
Stream Restoration	*NA	CROSS VANES (18"-24" STONE)	TON	30	\$ 105.00	\$3,150.00
Stream Restoration	*NA	STONE TOE PROTECTION, IDOT CLASS A4 RIPRAP	TON	61	\$ 120.00	\$7,320.00
Stream Restoration	*NA	AGGREGATE BASE (FOR J-HOOK, CROSS VANES, AND STONE TOE PROTECTION) IDOT CLASS A1 RIPR	TON	30	\$ 105.00	\$3,150.00
Stream Restoration	*NA	GEOTEXTILE FABRIC (FOR STONE TOE PROTECTION)	SQ YD	200	\$ 2.50	\$500.00
Wetland Restoration	*NA	TREE/SHRUB REMOVAL	ACRE	7.0	\$ 4,300.00	\$30,100.00
Wetland Restoration	*NA	CONTROLLED BURN TO REMOVE DEAD PHRAG	L SUM	1	\$ 4,150.00	\$4,150.00
Wetland Restoration	*NA	HERBICIDING (2X) PREPARATION FOR SEEDING	ACRE	43.56	\$ 200.00	\$8,712.00
Wetland Restoration	*NA	MOW OR BURN IN PREPARATION TO SEED	L SUM	1.0	\$ 4,250.00	\$4,250.00
Wetland Restoration	*NA	DISC AND/OR DRAG SOIL PRIOR TO SEEDING	ACRE	21.58	\$ 205.00	\$4,423.90
Wetland Restoration	*NA	EMERGENT/WET PRAIRIE SEEDING	ACRE	4.93	\$ 1,900.00	\$9,367.00
Wetland Restoration	*NA	WET PRAIRIE SEEDING	ACRE	8.42	\$ 1,600.00	\$13,472.00
Wetland Restoration	*NA	WET-MESIC PRAIRIE SEEDING	ACRE	8.04	\$ 2,750.00	\$22,110.00
Wetland Restoration	*NA	EMERGENT/WET PRAIRIE PLANT PLUGS	EACH	14,000	\$ 3.50	\$49,000.00
Wetland Restoration	*NA	DETENTION: EMERGENT PLANT PLUGS	EACH	1,290	\$ 3.50	\$4,515.00
Wetland Restoration	*NA	MOW MANAGEMENT (21.58 AC) (5-YEAR MAINTENANCE PERIOD)	TRIP	3	\$ 1,800.00	\$5,400.00
Wetland Restoration	*NA	SPOT HERBICIDING (5-YEAR MAINTENANCE PERIOD)	TRIP	10	\$ 1,600.00	\$16,000.00
Wetland Restoration	*NA	PERSCRIBED BURN (21.58 AC) (5-YEAR MAINTENANCE PERIOD)	L SUM	1	\$ 4,050.00	\$4,050.00
						\$568,020.15
		ALTERNATE ITEMS BID				
Alt Bid	50200100	STRUCTURE EXCAVATION	CU YD	75	\$ 62.00	\$4,650.00
Alt Bid	50300225	CONCRETE STRUCTURES	CU YD	9.4	\$ 3,500.00	\$32,900.00
Alt Bid	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	1,410	\$ 3.75	\$5,287.50
Alt Bid	51200957	FURNISHING METAL SHELL PILES, 12" X 0.250"	FOOT	37	\$ 28.00	\$1,036.00
Alt Bid	51202305	DRIVING PILES	FOOT	37	\$ 40.00	\$1,480.00
Alt Bid	51203200	TEST PILE, METAL SHELLS	EACH	2	\$ 225.00	\$450.00
Alt Bid	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	245	\$ 116.50	\$28,542.50
Alt Bid	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	15	\$ 160.00	\$2,400.00
Alt Bid	*X0322508	PEDESTRIAN TRUSS SUPERSTRUCTURE	SQ FT	505	\$ 182.00	\$91,910.00
Alt Bid	*XX006429	SIDEWALK (SPECIAL)	SQ FT	96	\$ 37.00	\$3,552.00
Alt Bid	*20046304	PIPE UNDERDRAIN FOR STRUCTURES, 4"	FOOT	180	\$ 35.00	\$6,300.00
Alt Bid	*NA	AGGREGATE PATH, 9"	SQ YD	105	\$ 20.00	\$2,100.00
Alt Bid	*NA	STEEL CABLE RAILING SYTEM, SPECIAL	FOOT	114	\$ 400.00	\$45,600.00
						\$226,208.00
		*INDICATES SPECIAL PROVISION				

% of Base Bid Total	% of Base Bid + Alt Bid Total	Civil	Alt Bid	Stream Restoration	Wetland Restoration
2.68%	1.92%	\$15,225.00			
7.16%	5.12%	\$40,656.00			
9.38%	6.71%	\$53,298.00			
1.82%	1.30%	\$10,350.00			
1.16%	0.83%	\$1,640.63			\$4,921.88
0.18%	0.13%	\$1,000.00			
14.98%	10.71%	\$85,095.00			
0.61%	0.43%	\$3,437.50			
0.79%	0.57%	\$4,500.00			
0.26%	0.19%	\$1,500.00			
1.16%	0.83%	\$6,608.00			
1.95%	1.40%	\$11,100.00			
2.60%	1.86%	\$14,750.00			
0.32%	0.23%	\$1,800.00			
0.85%	0.60%	\$4,800.00			
1.76%	1.26%	\$5,000.00		\$5,000.00	
1.76%	1.26%	\$5,000.00		\$5,000.00	
1.28%	0.91%	\$3,625.00		\$3,625.00	
0.84%	0.60%	\$2,375.00		\$2,375.00	
1.26%	0.90%	\$7,150.00			
2.04%	1.46%	\$11,600.00			
6.29%	4.50%				\$35,707.75
0.49%	0.35%	\$1,395.00		\$1,395.00	
0.27%	0.19%	\$1,512.50			
0.35%	0.25%	\$2,000.00			
0.32%	0.23%	\$1,800.00			
0.32%	0.23%	\$1,800.00			
0.67%	0.48%	\$3,800.00			
1.76%	1.26%	\$5,000.00		\$5,000.00	
0.62%	0.44%			\$3,500.00	
0.53%	0.38%			\$3,000.00	
0.18%	0.13%			\$1,008.00	
0.55%	0.40%			\$3,150.00	
1.29%	0.92%			\$7,320.00	
0.55%	0.40%			\$3,150.00	
0.09%	0.06%			\$500.00	
5.30%	3.79%				\$30,100.00
0.73%	0.52%				\$4,150.00
1.53%	1.10%				\$8,712.00
0.75%	0.54%				\$4,250.00
0.78%	0.56%				\$4,423.90
1.65%	1.18%				\$9,367.00
2.37%	1.70%				\$13,472.00
3.89%	2.78%				\$22,110.00
8.63%	6.17%				\$49,000.00
0.79%	0.57%				\$4,515.00
0.95%	0.68%				\$5,400.00
2.82%	2.01%				\$16,000.00
0.71%	0.51%				\$4,050.00
100.00%					

0.59%		\$4,650.00		
4.14%		\$32,900.00		
0.67%		\$5,287.50		
0.13%		\$1,036.00		
0.19%		\$1,480.00		
0.06%		\$450.00		
3.59%		\$28,542.50		
0.30%		\$2,400.00		
11.57%		\$91,910.00		
0.45%		\$3,552.00		
0.79%		\$6,300.00		
0.26%		\$2,100.00		
5.74%		\$45,600.00		
100.00%	\$307,817.63	\$226,208.00	\$44,023.00	\$216,179.53

Civil Items	\$307,817.63
Stream Restoration Items	\$44,023.00
Wetland Restoration Items	\$216,179.53
Base Bid	\$568,020.15
Aternate Items Bid	\$226,208.00
Total	\$794,228.15



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Phase 3 Construction Engineering Proposal

Attached is a proposal for the Phase 3 Engineering for the Ratt Creek Sanitary Sewer Relocation Project. The project involves relocating main line sanitary sewer out of the ravine, from the area adjacent to Ratt Creek between Harper Drive and Harnish Drive. CBBEL did the design on this project and this proposal is for the Construction Engineering/Oversight for the actual construction.

The proposal is for a cost not to exceed \$117,858.00 for the tasks outlined in the proposal. This amount includes a subcontract with Rubino Engineering for material testing for \$4,178.00. The CBBEL amount is approximately 7% of the estimated construction cost which is in the acceptable range.

Village Staff requests the necessary action by the Committee of the Whole to advance this to the Village Board for final approval. The 2021-2022 Water and Sewer Capital budget includes \$200,000.00 for this work.

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

It is our understanding that the Village is seeking a qualified consulting firm to provide Construction Engineering Services for the Ratt Creek Reach 5 Sanitary Sewer Replacement Project. The project is described as the construction of sanitary sewer with manholes and connection to existing sewers as shown, and all necessary restoration. The approximate limits are Parkwood Circle to Harper Drive.

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; None
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.); No conflicts anticipated in Contract Special Provisions.
- 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 insure that all disrupted areas have been restored per the plan or existing conditions.
- 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

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

- Verify Construction Layout Performed by Contractor;
- Coordinate with the design engineer and contractor to verify initial geometric controls.
- Since the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents. The duration is based upon a June 1, 2021 start and September 17, 2021 completion as stated in the Contract Special Provisions.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.

- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.
- Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.

TRAFFIC CONTROL INSPECTION

- Perform Traffic Control Inspection as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:
- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during project suspensions, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

4. Construction Documentation

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

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with IDOT requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Ltd. 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";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.

IV. MAN-HOURS & FEE SUMMARY

A. Phase III Engineering

Task A.1 Preconstruction Services				
Engineer IV	32 hrs x \$145/hr	=		\$4,640
Task A.2 Shop Drawing Review				
Engineer IV	8 hrs x \$145/hr	=		\$1,160
Task A. 3 Construction Observation				
Engineer IV	640 hrs x \$145/hr	=		\$92,800
Task A.4 Construction Documentation				
Engineer IV	64 hrs x \$145/hr	=		\$9,280
Task A.5 Materials QA (Rubino Engineering)				
		=		\$4,178
Task A.6 Project Closeout				
Engineer IV	40 hrs x \$145/hr	=		\$5,800
			Total	\$117,858

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 4/29/2021

**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

Updated January 8, 2020

April 19, 2021

To: Kevin Wilson, PE
Christopher B. Burke Engineering, Ltd.
9575 W Higgins Road, Ste 600
Rosemont, IL 60018
P: 847-823-0500
C: 847-833-0274

Re: **QA Construction Material Testing Services**
Ratt Creek Sanitary Sewer
Algonquin, IL

Proposal No. Q21.198

Via email: kwilson@cbbel.com

Dear Mr. Wilson,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on April 16, 2021 and the following outlines our understanding of the requested scope of services:

General Scope of Services

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method, footing inspections and proof-rolls
- Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557
 - Sieve Analysis (Granular Material) or Hydrometer and Atterberg Limit Determination (Soil)

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your emails on April 9, 2021 and April 21, 2021, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
EARTHWORK	2	Full (8 hours)
BITUMINOUS PAVING	1	Half (4 hours)
CONCRETE	2	Half (4 hours)

*Portal to Portal

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr)	Material Tester 2 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup
			\$99.00	\$102.00	\$65.00	\$125.00	\$44.00	\$17.00	\$253.00
Ratt Creek Sanitary Sewer, Algonquin									
Trench Backfill, Special	200	CY		16	2	1	2		
HMA Binder & Surface Course, N50	46	TON	4		1	0.5	1		
PCC Sidewalk, 5"	650	SF	4		1	0.5		5	1
Combination Curb & Gutter	112	FOOT	4		1	0.5		5	1
			12	16	5	2.5	1	10	2
GRAND TOTAL = \$4,177.50			\$1,188.00	\$1,632.00	\$325.00	\$312.50	\$44.00	\$170.00	\$506.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 94.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 198.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 103.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 154.50
Per Hour Overtime Sundays and Holidays	\$ 206.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00
Prime Coat Test Kit (Per set of 3)	Each	\$ 45.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.

- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171677

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2020

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

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

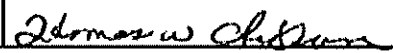
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT Laurie Cloninger	
	PHONE (AC No. Ext): 630 625-5219 FAX (AC No.): 610 537-4939 EMAIL Address: laurie.cloninger@usfi.com	
INSURED Rubino Engineering, Inc. 426 Shepard Dr Ste H Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE INSURER A: RLJ Insurance Company INSURER B: Berkley Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13056 32603

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

LINE	TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED VEHICLES ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LMB <input type="checkbox"/> DEED <input type="checkbox"/> RETENTIONS		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, check box under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	PSW0002789	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC903915101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 911, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 5, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Ratt Creak Reach 5 Sanitary Sewer Replacement Bid Opening

The Bid opening for the Ratt Creak Reach 5 Sanitary Sewer Replacement Project was held on Tuesday, May 4, 2021 at 10:00 a.m. The plan includes relocation/replacement of Sanitary Sewer. Five (5) bids were received and have been summarized below.

Engineer's Estimate	\$1,781,835.00
Martam Construction, Inc.	\$1,379,853.50
Berger Excavating Contractors, Inc.	\$1,581,103.00
Trine Construction Corp.	\$1,625,046.10
Bolder Contractors, Inc.	\$1,726,508.00
Copenhaver Construction, Inc.	\$2,557,061.00

The bid was reviewed by Christopher B. Burke Engineering and recommends Martam Construction, for Ratt Creak Reach 5 Sanitary Sewer Replacement Project. The bid from Martam Construction contains all the elements required within the bidding documents and they have done other sewer projects within the Village previously. The approved budget of \$2,500,000, located within the Water and Sewer Capital Fund, is sufficient to fund this project. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this agreement with Martam Construction on to the full Board of Trustees for approval in a not-to-exceed amount of \$1,379,853.50.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 4, 2021

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60453

Attention: Bob Mitchard, Public Works Director

Subject: Village of Algonquin
Ratt Creek Reach 5 Sanitary Sewer Replacement
Bid Results
(CBBEL Project No. 07-0273.D0132)

Dear Mr. Mitchard:

On Tuesday, May 4, 2021 at 10:00 a.m., bids were received and opened for the aforementioned project. Five (5) bids were received and have been summarized below.

Company Name	Bid (As-Read)	Bid (As-Corrected)
Engineer's Estimate	\$1,781,835.00	-
Martam Construction, Inc.	\$1,383,653.50	\$1,379,853.50
Berger Excavating Contractors, Inc.	\$1,581,103.00	-
Trine Construction Corp.	\$1,625,045.60	\$1,625,046.10
Bolder Contractors, Inc.	\$1,726,508.00	-
Copenhaver Construction, Inc.	\$2,557,061.00	-

Martam Construction, Inc. is the low bidder with a bid amount (as-corrected) of \$1,379,853.50. Martam Construction, Inc. has performed satisfactory work in the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Martam Construction, Inc.'s bid for the amount of \$1,379,853.50. Attached please find a copy of the bid tabulation for your review and files.

If you have any other questions, please do not hesitate to contact me.

Sincerely,

John LaPaglia, PE

Project Manager, Civil Engineering Design

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

VILLAGE OF ALGONQUIN
 RATT CREEK REACH 5 SANITARY SEWER REPLACEMENT
 (CBBEL PROJECT NO. 07-0273.00132)
 BID TAB
 Date: May 4, 2021 @ 10am

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MARTAM CONSTRUCTION, INC.		BERGER EXCAVATING CONTRACTORS		TRINE CONSTRUCTION		BOLDER CONTRACTORS, INC.		COPENHAVER CONSTRUCTION, INC.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100500	TREE REMOVAL	ACRE	2	\$ 15,000.00	\$ 34,500.00	\$ 12,100.00	\$ 27,830.00	\$ 10,500.00	\$ 24,150.00	\$ 12,050.00	\$ 27,715.00	\$ 15,000.00	\$ 34,500.00	\$ 10,000.00	\$ 23,000.00
*20101000	TEMPORARY FENCE, SPECIAL	FOOT	3,000	\$ 15.00	\$ 45,000.00	\$ 5.15	\$ 15,450.00	\$ 8.00	\$ 24,000.00	\$ 9.30	\$ 27,900.00	\$ 2.00	\$ 6,000.00	\$ 8.00	\$ 24,000.00
20101100	TREE TRUNK PROTECTION	EACH	5	\$ 100.00	\$ 500.00	\$ 127.00	\$ 635.00	\$ 110.00	\$ 550.00	\$ 138.55	\$ 692.75	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	200	\$ 60.00	\$ 12,000.00	\$ 62.00	\$ 12,400.00	\$ 52.00	\$ 10,400.00	\$ 12.05	\$ 2,410.00	\$ 40.00	\$ 8,000.00	\$ 25.00	\$ 5,000.00
*21101505	TOPSOIL EXCAVATE AND PLACE	CU YD	400	\$ 10.00	\$ 4,000.00	\$ 23.15	\$ 9,260.00	\$ 30.00	\$ 12,000.00	\$ 24.80	\$ 9,920.00	\$ 30.00	\$ 12,000.00	\$ 12.00	\$ 4,800.00
*21101615	TOPSOIL FURNISH AND PLACE	CU YD	250	\$ 25.00	\$ 6,250.00	\$ 46.00	\$ 11,500.00	\$ 55.00	\$ 13,750.00	\$ 20.85	\$ 5,212.50	\$ 63.00	\$ 15,750.00	\$ 35.00	\$ 8,750.00
*25000100	SEEDING, CLASS 1	SQ YD	2,200	\$ 2.00	\$ 4,400.00	\$ 2.00	\$ 4,400.00	\$ 1.50	\$ 3,300.00	\$ 6.05	\$ 13,310.00	\$ 1.40	\$ 3,080.00	\$ 0.50	\$ 1,100.00
*25000200	SEEDING, CLASS 2	SQ YD	11,200	\$ 2.00	\$ 22,400.00	\$ 1.65	\$ 18,480.00	\$ 1.50	\$ 16,800.00	\$ 7.25	\$ 81,200.00	\$ 1.30	\$ 14,560.00	\$ 0.50	\$ 5,600.00
25100115	MULCH, METHOD 2	SQ YD	1,000	\$ 2.00	\$ 2,000.00	\$ 2.30	\$ 2,300.00	\$ 0.60	\$ 600.00	\$ 4.85	\$ 4,850.00	\$ 1.00	\$ 1,000.00	\$ 3.00	\$ 3,000.00
*25100630	EROSION CONTROL BLANKET	SQ YD	13,400	\$ 2.00	\$ 26,800.00	\$ 1.70	\$ 22,780.00	\$ 1.75	\$ 23,450.00	\$ 2.00	\$ 26,800.00	\$ 1.40	\$ 18,760.00	\$ 2.00	\$ 26,800.00
*28000250	TEMPORARY EROSION CONTROL SEEDING, SPECIAL	POUND	100	\$ 3.00	\$ 300.00	\$ 3.45	\$ 345.00	\$ 10.00	\$ 1,000.00	\$ 30.10	\$ 3,010.00	\$ 12.00	\$ 1,200.00	\$ 0.01	\$ 1.00
*28000400	SILTATION CONTROL FENCE	FOOT	3,500	\$ 3.00	\$ 10,500.00	\$ 2.50	\$ 8,750.00	\$ 4.00	\$ 14,000.00	\$ 5.00	\$ 17,500.00	\$ 4.30	\$ 15,050.00	\$ 3.00	\$ 10,500.00
*28000510	INLET FILTERS	EACH	6	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00	\$ 210.00	\$ 1,260.00	\$ 114.35	\$ 686.10	\$ 170.00	\$ 1,020.00	\$ 70.00	\$ 420.00
28100101	STONE RIPRAP CLASS A4	SQ YD	5	\$ 100.00	\$ 500.00	\$ 360.00	\$ 1,800.00	\$ 125.00	\$ 625.00	\$ 82.95	\$ 414.75	\$ 90.00	\$ 450.00	\$ 160.00	\$ 800.00
28100211	STONE RIPRAP CLASS A6	SQ YD	100	\$ 100.00	\$ 10,000.00	\$ 105.00	\$ 10,500.00	\$ 150.00	\$ 15,000.00	\$ 52.50	\$ 5,250.00	\$ 150.00	\$ 15,000.00	\$ 115.00	\$ 11,500.00
28200200	FILTER FABRIC	SQ YD	255	\$ 15.00	\$ 3,825.00	\$ 5.30	\$ 1,351.50	\$ 5.00	\$ 1,275.00	\$ 2.45	\$ 624.75	\$ 3.00	\$ 765.00	\$ 2.00	\$ 510.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	30	\$ 1.00	\$ 30.00	\$ 1.15	\$ 34.50	\$ 1.00	\$ 30.00	\$ 1.20	\$ 36.00	\$ 10.00	\$ 300.00	\$ 12.00	\$ 360.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	35	\$ 125.00	\$ 4,375.00	\$ 204.00	\$ 7,140.00	\$ 177.00	\$ 6,195.00	\$ 204.85	\$ 7,169.75	\$ 170.00	\$ 5,950.00	\$ 400.00	\$ 14,000.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	11	\$ 200.00	\$ 2,200.00	\$ 215.00	\$ 2,365.00	\$ 184.00	\$ 2,024.00	\$ 216.90	\$ 2,385.90	\$ 180.00	\$ 1,980.00	\$ 410.00	\$ 4,510.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	650	\$ 7.00	\$ 4,550.00	\$ 11.45	\$ 7,442.50	\$ 10.50	\$ 6,825.00	\$ 8.85	\$ 5,752.50	\$ 9.00	\$ 5,850.00	\$ 11.00	\$ 7,150.00
*42400800	DETECTABLE WARNINGS	SQ FT	16	\$ 40.00	\$ 640.00	\$ 38.00	\$ 608.00	\$ 36.00	\$ 576.00	\$ 45.75	\$ 732.00	\$ 40.00	\$ 640.00	\$ 30.00	\$ 480.00
44000100	PAVEMENT REMOVAL	SQ YD	150	\$ 15.00	\$ 2,250.00	\$ 18.00	\$ 2,700.00	\$ 11.30	\$ 1,695.00	\$ 12.05	\$ 1,807.50	\$ 15.00	\$ 2,250.00	\$ 16.00	\$ 2,400.00
44000600	SIDEWALK REMOVAL	SQ FT	650	\$ 2.00	\$ 1,300.00	\$ 3.50	\$ 2,275.00	\$ 1.50	\$ 975.00	\$ 3.95	\$ 2,567.50	\$ 2.00	\$ 1,300.00	\$ 3.00	\$ 1,950.00
54213675	PRECAST REINFORCED CONCRETE FLARED END SECTION 30"	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 3,025.00	\$ 3,025.00	\$ 2,452.50	\$ 2,452.50	\$ 2,800.00	\$ 2,800.00	\$ 1,600.00	\$ 1,600.00
550A0140	STORM SEWER, CL A TYPE 1, 30"	FOOT	16	\$ 100.00	\$ 1,600.00	\$ 190.00	\$ 3,040.00	\$ 195.00	\$ 3,120.00	\$ 285.80	\$ 4,252.80	\$ 240.00	\$ 3,840.00	\$ 170.00	\$ 2,720.00
55100500	STORM SEWER REMOVAL 12"	FOOT	20	\$ 10.00	\$ 200.00	\$ 36.00	\$ 720.00	\$ 24.00	\$ 480.00	\$ 28.10	\$ 562.00	\$ 10.00	\$ 200.00	\$ 15.00	\$ 300.00
55100900	STORM SEWER REMOVAL 18"	FOOT	20	\$ 15.00	\$ 300.00	\$ 36.00	\$ 720.00	\$ 24.00	\$ 480.00	\$ 28.10	\$ 562.00	\$ 10.00	\$ 200.00	\$ 22.00	\$ 440.00
55101400	STORM SEWER REMOVAL 30"	FOOT	16	\$ 20.00	\$ 320.00	\$ 36.00	\$ 576.00	\$ 39.00	\$ 624.00	\$ 31.35	\$ 501.60	\$ 10.00	\$ 160.00	\$ 39.00	\$ 624.00
*C2001936	SHRUB CORNUS SERICEA 'BAILEY' BAILEY REDTWIG DOGWOOD 36"B&B	EACH	2	\$ 75.00	\$ 150.00	\$ 86.00	\$ 172.00	\$ 65.00	\$ 130.00	\$ 235.00	\$ 470.00	\$ 80.00	\$ 160.00	\$ 120.00	\$ 240.00
*C2012248	SHRUB VIBURNUM IANTANA 'MOHICAN' MOHICAN VIBURNUM 4"B&B	EACH	2	\$ 75.00	\$ 150.00	\$ 97.00	\$ 194.00	\$ 105.00	\$ 210.00	\$ 356.00	\$ 712.00	\$ 140.00	\$ 280.00	\$ 190.00	\$ 380.00
*C20154G5	SHRUB JUNIPERUS VIRIGINIANA BLUE MTN. BLUE MTN JUNIPER 5 GAL.	EACH	3	\$ 75.00	\$ 225.00	\$ 93.00	\$ 279.00	\$ 100.00	\$ 300.00	\$ 102.40	\$ 307.20	\$ 130.00	\$ 390.00	\$ 80.00	\$ 240.00
*C2C00624	SHRUB ARONIA MELANOCARPA 'ELATA' GLOSSY BLACK CHOKEBERRY 2'H	EACH	2	\$ 75.00	\$ 150.00	\$ 93.00	\$ 186.00	\$ 60.00	\$ 120.00	\$ 102.40	\$ 204.80	\$ 80.00	\$ 160.00	\$ 89.00	\$ 178.00
*K1005482	SHREDDED BARK MULCH, 4"	SQ YD	100	\$ 25.00	\$ 2,500.00	\$ 13.00	\$ 1,300.00	\$ 7.00	\$ 700.00	\$ 6.00	\$ 600.00	\$ 9.00	\$ 900.00	\$ 6.00	\$ 600.00
*X6026057	RECONSTRUCT SANITARY MANHOLE WITH NEW TYPE 1 FRAME AND LID	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,600.00	\$ 11,200.00	\$ 5,981.00	\$ 11,962.00	\$ 1,800.00	\$ 3,600.00	\$ 1,500.00	\$ 3,000.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 3,235.00	\$ 3,235.00	\$ 160,000.00	\$ 160,000.00	\$ 459,000.00	\$ 459,000.00
*20013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$ 25.00	\$ 18,750.00	\$ 16.50	\$ 12,375.00	\$ 39.00	\$ 29,250.00	\$ 33.15	\$ 24,862.50	\$ 30.00	\$ 22,500.00	\$ 25.00	\$ 18,750.00
*20013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 12,650.00	\$ 12,650.00	\$ 11,000.00	\$ 11,000.00	\$ 10,090.00	\$ 10,090.00	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00
*NA	TEMPORARY COFFERDAM AND CREEK BYPASS PUMPING	EACH	3	\$ 25,000.00	\$ 75,000.00	\$ 15,000.00	\$ 45,000.00	\$ 7,200.00	\$ 21,600.00	\$ 2,992.00	\$ 8,976.00	\$ 5,000.00	\$ 15,000.00	\$ 32,000.00	\$ 96,000.00
*NA	BYPASS PUMP SANITARY SEWER	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 25,500.00	\$ 25,500.00	\$ 21,000.00	\$ 21,000.00	\$ 28,683.00	\$ 28,683.00	\$ 1.00	\$ 1.00	\$ 40,000.00	\$ 40,000.00
*NA	DEWATERING	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 13,500.00	\$ 13,500.00	\$ 20,000.00	\$ 20,000.00	\$ 11,755.00	\$ 11,755.00	\$ 1.00	\$ 1.00	\$ 220,000.00	\$ 220,000.00
*NA	ACCESS ROAD	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 21,000.00	\$ 21,000.00	\$ 23,000.00	\$ 23,000.00	\$ 3,250.00	\$ 3,250.00	\$ 1.00	\$ 1.00	\$ 45,000.00	\$ 45,000.00
*NA	12" PVC STORM SEWER	FOOT	20	\$ 75.00	\$ 1,500.00	\$ 110.00	\$ 2,200.00	\$ 135.00	\$ 2,700.00	\$ 223.70	\$ 4,474.00	\$ 180.00	\$ 3,600.00	\$ 120.00	\$ 2,400.00
*NA	18" PVC STORM SEWER	FOOT	20	\$ 125.00	\$ 2,500.00	\$ 140.00	\$ 2,800.00	\$ 190.00	\$ 3,800.00	\$ 271.90	\$ 5,438.00	\$ 220.00	\$ 4,400.00	\$ 140.00	\$ 2,800.00
*NA	8" PVC SANITARY SEWER IN TRENCH	FOOT	52	\$ 100.00	\$ 5,200.00	\$ 167.00	\$ 8,684.00	\$ 95.00	\$ 4,940.00	\$ 212.85	\$ 11,068.20	\$ 330.00	\$ 17,160.00	\$ 350.00	\$ 18,200.00
*NA	15" PVC SANITARY SEWER IN TRENCH	FOOT	2,174	\$ 175.00	\$ 380,450.00	\$ 195.00	\$ 423,930.00	\$ 220.00	\$ 478,280.00	\$ 271.10	\$ 589,371.40	\$ 360.00	\$ 782,640.00	\$ 360.00	\$ 782,640.00
*NA	16" SANITARY SEWER IN TRENCH	FOOT	38	\$ 175.00	\$ 6,650.00	\$ 165.00	\$ 6,270.00	\$ 255.00	\$ 9,690.00	\$ 340.80	\$ 12,950.40	\$ 400.00	\$ 15,200.00	\$ 430.00	\$ 16,340.00
*NA	16" SANITARY SEWER IN CASING	FOOT	364	\$ 150.00	\$ 54,600.00	\$ 140.00	\$ 50,960.00	\$ 160.00	\$ 58,240.00	\$ 211.15	\$ 76,858.60	\$ 85.00	\$ 30,940.00	\$ 180.00	\$ 65,520.00
*NA	36" STEEL CASING BORE AND JACK	FOOT	364	\$ 1,250.00	\$ 455,000.00	\$ 720.00	\$ 262,080.00	\$ 795.00	\$ 289,380.00	\$ 864.00	\$ 314,496.00	\$ 480.00	\$ 174,720.00	\$ 900.00	\$ 327,600.00
*NA	DROP MANHOLES, SANITARY, 6"-DIA, TY 1 FRAME, CLOSED LID	EACH	1	\$ 32,000.00	\$ 32,000.00	\$ 14,000.00	\$ 14,000.00	\$ 22,500.00	\$ 22,500.00	\$ 17,765.00	\$ 17,765.00	\$ 24,000.00	\$ 24,000.00	\$ 16,300.00	\$ 16,300.00
*NA	DROP MANHOLES, SANITARY, 5"-DIA, TY 1 FRAME, CLOSED LID	EACH	2	\$ 30,000.00	\$ 60,000.00	\$ 13,250.00	\$ 26,500.00	\$ 21,000.00	\$ 42,000.00	\$ 15,415.00	\$ 30,830.00	\$ 21,000.00	\$ 42,000.00	\$ 16,000.00	\$ 32,000.00
*NA	MANHOLES, SANITARY, 4"-DIA, TY 1 FRAME, CLOSED LID	EACH	5	\$ 15,000.00	\$ 75,000.00	\$ 6,200.00	\$ 31,000.00	\$ 15,500.00	\$ 77,500.00	\$ 8,462.00	\$ 42,310.00	\$ 16,000.00	\$ 80,000.00	\$ 12,000.00	\$ 60,000.00
*NA	MANHOLES, SANITARY, 5"-DIA, TY 1 FRAME, CLOSED LID	EACH	3	\$ 20,000.00	\$ 60,000.00	\$ 9,200.00	\$ 27,600.00	\$ 18,400.00	\$ 55,200.00	\$ 10,037.00	\$ 30,111.00	\$ 18,000.00	\$ 54,000.00	\$ 13,000.00	\$ 39,000.00
*NA	COMB CONC CURB & GUTTER R & R	FOOT	112	\$ 60.00	\$ 6,720.00	\$ 60.50	\$ 6,776.00	\$ 67.00	\$ 7,504.00	\$ 64.00	\$ 7,168.00	\$ 50.00	\$ 5,600.00	\$ 34.00	\$ 3,808.00
*NA	REMOVE FLARED END SECTION	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 725.00	\$ 725.00	\$ 750.00	\$ 750.00	\$ 209.25	\$ 209.25	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
*NA	SANITARY MANHOLE TO BE REMOVED	EACH	6	\$ 2,500.0											



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: 04/23/2021

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

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

SUBJECT: Vehicles to Be Deemed Surplus

Unit #: 30
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH5MZ121822
Description: Enterprise Lease Turn in

Unit #: 106
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH4MZ113677
Description: Enterprise Lease Turn in

Unit #: 318
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH2MZ115167
Description: Enterprise Lease Turn in

Unit #: 319
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH1MZ114737
Description: Enterprise Lease Turn in

Unit #: 320
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTRAEHXMZ114106
Description: Enterprise Lease Turn in

Unit #: 321
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEHXMZ114235
Description: Enterprise Lease Turn in

Unit #: 610
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH7MZ115942
Description: Enterprise Lease Turn in

Unit #: 618
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEHZMZ113757
Description: Enterprise Lease Turn in

Unit #: 827
Year: 2021
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH7MZ115472
Description: Enterprise Lease Turn in

Unit #: 957

Year: 2021

Make: GMC

Model: Sierra

ID/VIN: 1GTR9AEH4MZ113517

Description: Enterprise Lease Turn in