

AGENDA  
COMMITTEE OF THE WHOLE  
December 21, 2021  
2200 Harnish Drive  
Village Board Room  
7:45 P.M.

Trustee Smith - Chairperson  
Trustee Brehmer  
Trustee Auger  
Trustee Spella  
Trustee Glogowski  
Trustee Dianis  
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 Algonquin Lake in the Hills Fire Protection District
  - B. Rosen Hyundai Expansion Presentation of Concept
4. **General Administration**
  - A. Consider an Ordinance Amending the Merit Compensation Plan by Adding a New Title of Community Development Deputy Director
  - B. Consider Resolution Designating Funds for the Purchase of Three (3) 2024 International HV607 Vehicles at a Total Cost of \$572,268.00
5. **Public Works & Safety**
  - A. Consider an Agreement with ComEd to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground
  - B. Consider an Agreement with COMCAST to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground
  - C. Consider an Agreement with Compass Mineral America Inc for the Purchase of Rock Salt
  - D. Consider an Agreement with Landscape Concept Management for the Annual Tree Pruning Project
  - E. Consider an Amendment to the Agreement with Strand Associate’s Inc. Adding Certain Items to the High Hills Subdivision Scope of Work
6. **Executive Session**
  - A. Collective Bargaining
7. **Other Business**
8. **Adjournment**



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

**-MEMORANDUM-**

Date: December 15, 2021

TO: Committee of the Whole

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

RE: Algonquin Lake in the Hills Fire Protection District Intergovernmental Agreement Update

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Staff has been working with the Algonquin - Lake in the Hills Fire Protection District (ALITH FPD) over the last several months to update our current intergovernmental agreement. The agreement addresses everything from permitting and inspections to review fees and testing. The existing agreement was adopted and approved in 1998.

The genesis of the update to the agreement was to bring ALITH FPD fees in line with area fire protection district fees. ALITH FPD's current impact fee is \$30.00 per dwelling unit. Below you'll find a list of surrounding comparable impact fees and ALITH FPD's proposed fee:

- Village of Cary: \$500.00 per dwelling unit
- Village of Lake in the Hills: \$600.00 per dwelling unit
- Village of Huntley: \$500.00 per dwelling unit
- Huntley Fire Protection District: \$685.00 per dwelling unit
- Countryside Fire Protection District: \$600.00 per dwelling unit
- Algonquin Lake in the Hills FPD: \$600.00 per dwelling unit - PROPOSED

Other proposed changes include:

1. Updating the plan review fee from \$0.10 per square foot with a flat fee of \$100.00 to \$0.12 per square foot for projects of 3,001 square feet or greater, with a flat fee of \$300.00 for all projects under 3,000 square feet. The Village agrees to not release a permit until the District's invoice has been paid (similar to what the Village currently does when an outside agency reviews a permit application).

2. The District will invoice a \$100.00 fee to witness black iron ductwork light tests for kitchen hood fire protection systems, fire pump tests, and underground fire protection water main flushing tests.
3. The District reserves the right to use a third-party vendor for the collection, storage, and distribution of fire protection systems annual testing reports required by code for the annual testing and maintenance of fire protection systems.
  - a. The State of Illinois requires all contractors provide fire protection system reports to the fire department, however they are not currently provided with the reports and the follow up reports that deficiencies have been repaired. This enables the District to ensure all fire protection systems are being maintained as required by code.
  - b. There is no fee to the District or the Village.
  - c. The fire protection contractor is charged \$15.00 per fire protection system type per year.
4. The Village allows the District the ability to post buildings as “Unapproved for Human Occupancy” after a fire department related incident and/or natural disaster (fire, car into a building, large tree into a home, no heat or water). The District will contact the Village upon request to “red tag” a building.
  - a. This saves the Village Representative from responding in the middle of the night when the District is already on scene responding to an emergency.

#### Recommendation

Staff recommends that the Committee of the Whole move to approve the proposed update to the Intergovernmental Agreement between the Village of Algonquin and the Algonquin – Lake in the Hills Fire Protection District.

**AGREEMENT FOR PLAN REVIEW, INSPECTIONS, AND FIRE CODE ENFORCEMENT  
BETWEEN THE VILLAGE OF ALGONQUIN  
AND THE ALGONQUIN-LAKE IN THE HILLS FIRE PROTECTION DISTRICT  
PERTAINING TO THE FIRE CODE ADOPTED BY THE VILLAGE OF ALGONQUIN**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Village of Algonquin, an Illinois municipal corporation (“Village”) and Algonquin-Lake in the Hills Fire Protection District, an Illinois municipal corporation (“District”).

Witnesseth:

WHEREAS, Article VII., Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/5 et seq., grants to all local governments, including fire districts and municipalities, the authority to enter into agreements; and

WHEREAS, the District is an Illinois municipal corporation providing fire prevention and life safety services within the Village; and

WHEREAS, an integral part of fire prevention and life safety is the performance of plan reviews and the inspection and enforcement of applicable fire codes.

NOW THEREFORE, in consideration of the mutual promises contained herein and upon further consideration of the recitals set forth, it is hereby mutually agreed by and between the Village and District as follows:

**Life Safety Inspections of Existing Buildings**

1. The District will inspect every building or structure located within the Corporate Boundaries of the Village and the District, other than single family detached dwelling units and townhouses which do not have a common public area, except as already granted to the District by State Statute, to determine whether such buildings or structures meet the Code of the Village of Lake in the Hills (Hereinafter referred to as “Code”).
2. Inspections shall be made by the District as frequently as required in the District’s discretion, or as requested by the Village on an emergency basis, depending upon any hazardous conditions which may be present on said property.
3. There shall be no inspection fees charged for the annual life safety inspections.
4. The District shall bear the responsibility to enforce the associated periodic maintenance and testing of fire protection systems at intervals as set forth by the Code.

5. The District reserves the right to use a third party vendor for the collection, storage, and distribution of fire protection system testing reports. The Village shall bear no costs associated with the services provided by the third party vendor. System reports shall be available for review on a monthly basis and shall include information of associated charges.

**Plan Reviews, Permits and Life Safety Inspections for New Fire Protection Systems,  
And New Developments**

1. The District shall have day to day authority to review fire protection plans for new sites, buildings, and other permit projects types within the Village, to determine whether such proposed projects meet the requirements of the Code.
2. The District shall collect the following fees for their services:
  - a) For projects involving a construction area of 3,000 square feet or less, the project representative will be assessed a flat fee of \$300.00.
  - b) For projects involving a construction area of 3,001 square feet or greater, the project representative will be assessed a fee of \$0.12 per square foot of construction area.
3. Fees outlined in no. 2 above include the following items for each project:
  - All on-site consultations
  - Up to two fire protection system acceptance tests
  - All fire protection system inspections
4. The District will also collect the following fees for each of the following as applicable to the project:
  - Black iron ductwork inspection: \$100.00
  - Fire pump test: \$100.00
  - Underground fire protection water main test: \$100.00
5. For projects where it is determined that the District must utilize the expertise of a fire protection systems consultant for plan reviews, inspections, or acceptance testing, the project representative shall be responsible for payment of the third-party consultant's fees. The project representative will be provided with the third-party consultant's fee schedule at time of initial project review.
6. Residential developers and sub dividers of land within the boundaries of the District shall pay a one-time contribution fee, per dwelling unit to the District of \$600.00.

**Village Permitting**

1. Prior to the issuance of a permit, the Village agrees to require a copy of a paid receipt from the District to confirm the project representative has paid the District's required fees and the project is approved for release of permits.
2. The Village will issue permits to the applicant to be posted at the property for fire sprinkler systems, fire alarm systems, commercial kitchen hood, duct and fire suppression systems as applicable to the project.

### **Inspections and Acceptance Testing During Construction**

1. The District will provide the Village a written report within 24 hours after any acceptance test or inspection.
2. Should a fire protection system fail its initial two acceptance tests, a fee of \$100.00 will be collected by the District for each additional acceptance test.

### **General Provisions for Violation Enforcement for Existing Buildings, And New Construction**

1. The District agrees to undertake the prosecution of any violations discovered as a result of the District's inspection or testing of the buildings and structures covered in the scope of this Agreement. All associated costs shall be borne by the District and the Village hereby authorizes the District to prosecute said violation on the Village's behalf. Any fines or penalties received, because of any action filed by the District on behalf of the Village, shall be paid to the District.
2. Should a dispute arise between the District and the Village as to an interpretation under the Code and enforcement of same pursuant to said interpretations, the Village shall have final determination in the resolution.

### **Provisions to Post a Building Uninhabitable**

1. Upon consultation with the Village, the District will be granted the authority to post a building as "Uninhabitable" (red tag) When there is sufficient damage or other qualifying circumstances (i.e. no heat, no water, etc.) to a building to deem said building uninhabitable for human occupancy.

### **Additional Provisions**

1. The District agrees to indemnify and hold harmless the Village from any and all liabilities and damages that it may sustain as a result of this Agreement and/or activities of the District pursuant to the terms of this Agreement, including reasonable attorney fees and costs incurred by the Village in defending any action brought against it and attributable to this Agreement and/ or actions of the District pursuant of the terms of this Agreement.
2. The District hereby agrees to maintain Commercial General Liability insurance in the amount of \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage

and \$1,000,000.00 per occurrence for personal injury. The general aggregate shall not be less than \$10,000,000.00. The Village, its officials, employees, agents and volunteers shall be covered as additional insureds on primary and non-contributory basis as respects liability arising out of the plan review and inspection services provided for under this Agreement. The District will furnish the Village and maintain a current Certificate of Insurance and original additional insured endorsement (ISO CG 20 10 04 13 or 20 26 04 13) as evidence of required coverage and additional insured.

3. Either party shall have the right to terminate this Agreement upon 60 days written notice to the other party.
4. Notices provided for under this Agreement shall be by certified mail, return receipt requested, directed at the following addresses:

District: Algonquin-Lake in the Hills Fire Protection District  
1020 West Algonquin Road  
Lake in the Hills, IL 60156  
Attention: Fire Chief

Village: Ganek Municipal Center  
2200 Harnish Drive  
Algonquin, IL 60102  
Attention: Village Administrator  
Copied to: Community Development Department

This Agreement shall supersede any agreement previously entered into between the parties for plan review, inspections, and code enforcement activities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Village of Algonquin, an Illinois municipal corporation

Algonquin-Lake in the Hills Fire Protection District, an Illinois municipal corporation

\_\_\_\_\_  
Village President, Debby Sosine

\_\_\_\_\_  
Board President, Rick Naatz

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk, Michelle Weber

\_\_\_\_\_  
Board Secretary, Charles Teson



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

**-MEMORANDUM-**

Date: December 15, 2021

TO: Committee of the Whole

FROM: Jason C. Shallcross, AICP, Community Development Director  
Patrick M. Knapp, AICP, Senior Planner

RE: Rosen Hyundai Expansion Presentation of Concept

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Rosen Hyundai is proposing to expand their current dealership and maintenance facility from 14,032 sq ft to 21,824 sq ft. This proposed expansion is in response to anticipated future capacity needs as well as the conversion to electric vehicles.

Project Overview:

- A larger vehicle waiting room
- A larger vehicle show room
- A larger customer waiting area
- A new vehicle delivery room
- A larger exterior waste storage area
- A larger breakroom for the technicians
- A new electric vehicle storage room

As a separate approval, the former Napa Auto Parts building to the east will be converted to 14 additional vehicle service bays for Rosen Hyundai.

The proposed plans, including elevations, are attached. They show a substantial proposed investment into the site and include a modern twist on conservative brick architecture that meets the design criteria for Hyundai while keeping with the Village's architectural values. The red brick color and high quality metal and glass accents would remain and be expanded upon. Representatives from Rosen Hyundai will provide additional detail at the Committee of the Whole Meeting on December 21, 2021.



# ROSEN HYUNDAI—ALGONQUIN

INTERIOR | EXTERIOR RENOVATIONS • 771 S RANDALL RD • ALGONQUIN, IL 60102

## SCOPE OF WORK

EXTERIOR WORK & FINISHES INCLUDES DEMOLITION OF EXTERIOR WALLS FOR NEW SHOWROOM SALES OFFICES, SERVICE RECEPTION, CAR WASH AND TECHNICIAN LOUNGE, RESTROOMS & LOCKERS. EXTERIOR FINISHES INCLUDE NEW BRICK FACADE, STEEL SUNSHADEPERSOLA, AND ACM ENTRY PORTALS.

ALL SIGNAGE SHOWN IS FOR CLARITY AND NOT PART OF PROJECT AND SHALL PER APPROVED UNDER A SEPARATE PERMIT.

INTERIOR WORK & FINISHES INCLUDES DEMOLITION OF EXISTING PARTS SPACES FOR NEW CUSTOMER LOUNGE, RESTROOMS, AND OFFICES.

SITE WORK INCLUDES PARKING RECONFIGURATION TO ACCOMMODATE BUILDING ADDITION AT ALL SIDES OF THE EXISTING HYUNDAI FACILITY.

## BUILDING CODES

ALGONQUIN	BUILDING CODES
BUILDING	INTERNATIONAL BUILDING CODE—2008
FIRE SPRINKLER	INTERNATIONAL FIRE CODE—2008
PLUMBING	ILLINOIS PLUMBING CODE—CURRENT EDITION
MECHANICAL	INTERNATIONAL MECHANICAL CODE—2008 INTERNATIONAL FUEL GAS CODE—2008
ELECTRICAL	NATIONAL ELECTRIC CODE (NFPA 70)—2002
ENERGY	INTERNATIONAL ENERGY CONSERVATION CODE—CURRENT EDITION
ACCESSIBILITY	ILLINOIS ACCESSIBILITY CODE (IAC)—1987 EDITION
NOTE:	CONTACT BUILDING DEPARTMENT FOR CURRENT UPDATES AND AMENDMENTS

## BUILDING CODE ANALYSIS

- 01.01— CONSTRUCTION CLASSIFICATION  
— NEW BUILDING TYPE IS NONCOMBUSTIBLE MATERIALS  
— ALL BUILDING MATERIALS SHALL MEET OR EXCEED REQUIREMENTS FOR CONSTRUCTION CLASSIFICATION AND BUILDING USE
- 01.02— USE GROUP: NEW BUILDING IS MIXED USE  
— B BUSINESS: SHOWROOM, SALES, OFFICE  
— S-2 STORAGE: LOW-HAZARD FOR VEHICLE MAINTENANCE
- 01.03— HEIGHT AND AREA CALCULATIONS  
— ALLOWABLE HEIGHT: 3 STORES AND 35 FEET  
— ACTUAL HEIGHT: 1 STORY AND 25 FEET  
— ALLOWABLE AREA: 38,000 SF  
— PROPOSED IF AREAS: 21,706 SF  
— AREA INCREASE: NONE  
— AUTOMATIC FIRE SPRINKLER SYSTEM: YES  
— 1-STORY ABOVE GRADE PLANE
- 01.04— SEE SHEET A003 FOR CODE REVIEW RECAP PER PROPOSED PLAN

## GENERAL NOTES

- 01.01— GENERAL CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING A BID AND STARTING WORK. PLAN DISCREPANCIES OR DEVIATIONS SHALL BE REPORTED TO ARCHITECT.
- 01.02— GENERAL CONTRACTOR SHALL OBTAIN REQUIRED BUILDING PERMITS. OWNER WILL PAY FOR PERMITS AND WORK WITH GENERAL CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS. WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, FEDERAL CODES, AND APPLICABLE GOVERNING AGENCIES.
- 01.04— CONTACT UNDERGROUND LOCATION SERVICES BEFORE STARTING ALL EXTERIOR UNDERGROUND WORK.
- 01.05— WASTE AND DEBRIS SHALL BE TRANSPORTED IN A MANNER THAT WILL NOT OBSTRUCT OR UNLAKELY INCONVENIENCE DAILY OPERATIONS OF ADJACENT BUSINESSES, BUILDINGS AND ROADWAYS.
- 01.06— WORK SHALL BE DONE DURING HOURS ALLOWED BY THE LOCAL MUNICIPALITY AND/OR NEIGHBORHOOD.
- 01.07— DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DRAWINGS. CONTACT ARCHITECT TO CLARIFY.

## MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION (MEP&FP) GENERAL NOTES

- ### 21 FIRE PROTECTION
- 21.01— FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO COMMENCING WORK.
- 21.02— FIRE PROTECTION CONTRACTOR SHALL OBTAIN ALL PERMITS AND APPROVALS RELATED TO FIRE PROTECTION SYSTEM. FIRE PROTECTION WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 21.03— BUILDING FIRE SUPPRESSION SYSTEM SHALL MEET THE REQUIREMENTS OF THE NFPA-13, PER MUNICIPAL REQUIREMENTS. FIRE SPRINKLER CONTRACTOR SHALL SUBMIT DETAILS FIRE SPRINKLER PLANS FOR REVIEW AND APPROVAL.
- 21.04— BUILDING FIRE ALARM SYSTEM SHALL MEET THE REQUIREMENTS OF THE NFPA-72. FIRE ALARM CONTRACTOR SHALL SUBMIT DETAILS FIRE ALARM PLANS FOR REVIEW AND APPROVAL.
- 21.05— PROVIDE FIRE EXTINGUISHERS PER NFPA-10. TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET OR DISTANCE PER LOCAL MUNICIPALITY.
- ### 22 PLUMBING
- 22.01— PLUMBING CONTRACTOR SHALL DESIGN, FURNISH AND INSTALL IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL COORDINATE FINISHES WITH ARCHITECT.
- 22.02— PLUMBING WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 22.03— PLUMBING CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES.
- 22.04— PLUMBING WORK SHALL BE INSTALLED PARALLEL AND/OR PERPENDICULAR TO BUILDING CONSTRUCTION.
- ### 23 MECHANICAL
- 23.01— MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS WITH MATERIAL SPECIFICATIONS FOR INTERIOR BUILDING WORK PRIOR TO FURNISHING AND INSTALLING ALL MECHANICAL WORK SHOWN OR IMPLIED IN ACCORDANCE WITH THE PLANS.
- 23.02— MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 23.03— MECHANICAL CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES.
- 23.04— MECHANICAL WORK SHALL BE INSTALLED PARALLEL AND/OR PERPENDICULAR TO BUILDING CONSTRUCTION.
- ### 26 ELECTRICAL
- 26.01— ELECTRICAL CONTRACTOR SHALL DESIGN, FURNISH AND INSTALL ALL NEW ELECTRICAL WORK IN ACCORDANCE WITH THE PLANS FOR BUILDING IMPROVEMENTS.
- 26.02— ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 26.03— ELECTRICAL CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL OTHER TRADES.
- 26.04— ELECTRICAL WORK SHALL BE INSTALLED PARALLEL AND/OR PERPENDICULAR TO BUILDING CONSTRUCTION.
- 26.05— ALL REQUIRED EXITS SHALL BE MARKED WITH APPROVED EXIT LIGHTING AND SIGN ILLUMINATED BY DIRECTIONAL LIGHTING INDICATING DIRECTION OF PATH OF EGRESS.
- 26.06— ALL REQUIRED EXITS & MEANS OF EGRESS SHALL BE ILLUMINATED WITH EMERGENCY LIGHTING. BATTERY BACK-UP IS REQUIRED.

## DRAWING SYMBOLS

	SECTION/DETAIL LETTER
	DETAIL MARK
	SHEET NUMBER
	REFERENCE SHEET NUMBER
	DETAIL NUMBER
	SECTION MARK
	SHEET NUMBER
	COLLUMN GRID
	ELEVATION MARK
	REVISION BUBBLE
	REVISION BUBBLE
	REVISION BUBBLE

DOOR MARK—NUMBER 2 DENOTES FLOOR & THE LAST TWO NUMBERS REPRESENT ROOM NUMBER  
WINDOW MARK—NUMBER 2 DENOTES FLOOR & THE CENTER X REPRESENTS WINDOW TYPE  
HALL MARK—REPRESENTS HALL TYPE  
EQUIPMENT MARK—NUMBER 1 DENOTES FLOOR & THE LAST TWO NUMBERS REPRESENT EQUIPMENT NUMBER

## PROJECT LOCATION



HYUNDAI PROJECT—  
— RENOVATION AND ADDITIONS TO EXISTING BUILDING  
— INCLUDES INTERIOR RENOVATION TO VACANT NAFA BUILDING

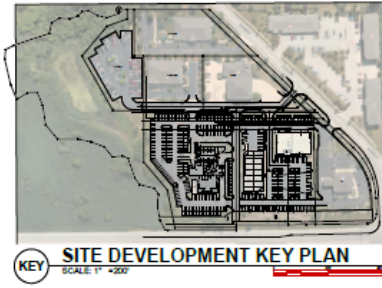
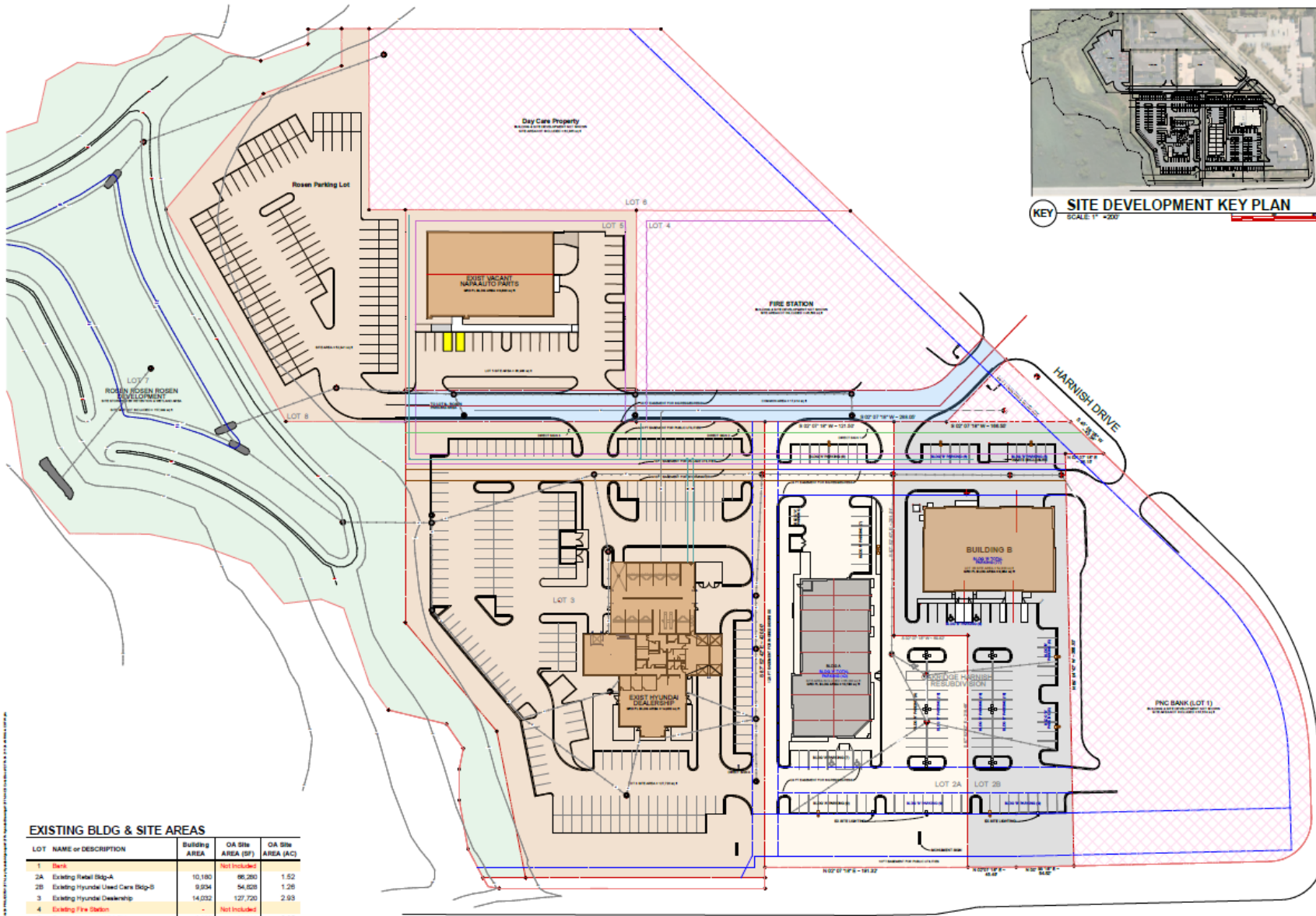
GENESIS PROJECT—  
— INTERIOR RENOVATIONS TO EXISTING BUILDING

## MISCELLANEOUS NOTES

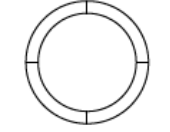
XXLH— HAVE A GREAT DAY...

## SHEET INDEX— ARCHITECTURAL

SHEET NO.	SHEET DESCRIPTION	DATE	BY	CHKD.
A001	COVER SHEET-SHEET INDEX			
A002	ARCHITECTURAL DRAWINGS			
A003	PRELIMINARY Site Plans			
A010	EXIST SITE PLAN w/ AREAS			
A010a	EXIST SITE PLAN— DEMOLITION			
A102	PROPOSED SITE PLAN w/ AREAS			
A010a	EXISTING BUILDING PLANS & ELEVATIONS			
A020a	EX FOUNDATION & DEMOLITION PLANS			
A020b	EX GRID FLOOR & DEMOLITION PLANS			
A020c	EX ROOF & DEMOLITION PLANS			
A020d	EX EXTERIOR DEMOLITION ELEVATIONS			
A030	PRELIMINARY Building Plans			
A031	PROPOSED GRID FLOOR PLAN			
A037a	PROPOSED GRID FLOOR PLAN—AREAS			
A037b	PROPOSED MEZZANINE PLAN—AREAS			
A040	PRELIMINARY Building Finishes			
A041	PROPOSED GRID FLOOR FINISH PLAN			
A042	PROPOSED GRID FLOOR CEILING PLAN			
A043	PROPOSED EXTERIOR FINISHES			
A044	PROPOSED EXTERIOR PERSPECTIVES			
A045	PROPOSED EXTERIOR PERSPECTIVES			
A050	Building Sections			
A100	WALL SECTION			
A101	WALL SECTION			
A102	WALL SECTION			
A103	WALL SECTION			
A104	WALL SECTION			
A105	WALL SECTION			
A106	WALL SECTION			
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A272	WALL SECTION			
A273	WALL SECTION			
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A293	WALL SECTION			
A294	WALL SECTION			
A295	WALL SECTION			



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**ROSEN HYUNDAI-ALGONQUIN**

771 RANDALL RD ALGONQUIN IL 60102

Project Name	771 RANDALL RD ALGONQUIN IL 60102
Client	
Scale / Revision	
Drawn By	
Checked By	
Project Number	
Date	



**EXISTING SITE DEVELOPMENT**

101

**EXISTING BLDG & SITE AREAS**

LOT	NAME or DESCRIPTION	Building AREA	OA Site AREA (SF)	OA Site AREA (AC)
1	Bank	-	Not Included	-
2A	Existing Retail Bldg-A	10,190	98,290	1.52
2B	Existing Hyundai Used Cars Bldg-B	9,204	94,828	1.28
3	Existing Hyundai Dealership	14,032	127,720	2.93
4	Existing Fire Station	-	Not Included	-
5	Existing Vacant NAPA Bldg	9,820	36,988	0.85
6	Existing Day Care Facility	-	Not Included	-
7	Existing Rosen Vehicle Storage	-	52,341	1.20
8	Existing Stormwater Retention	-	187,348	3.91
		43,786	495,506	11.38

**101 EXISTING SITE DEVELOPMENT c2021**  
SCALE 1" = 40'

**A101**





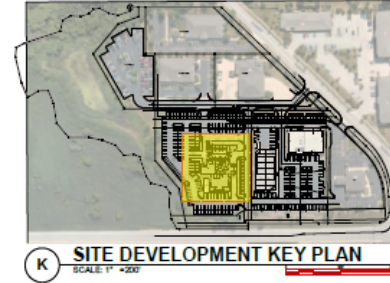
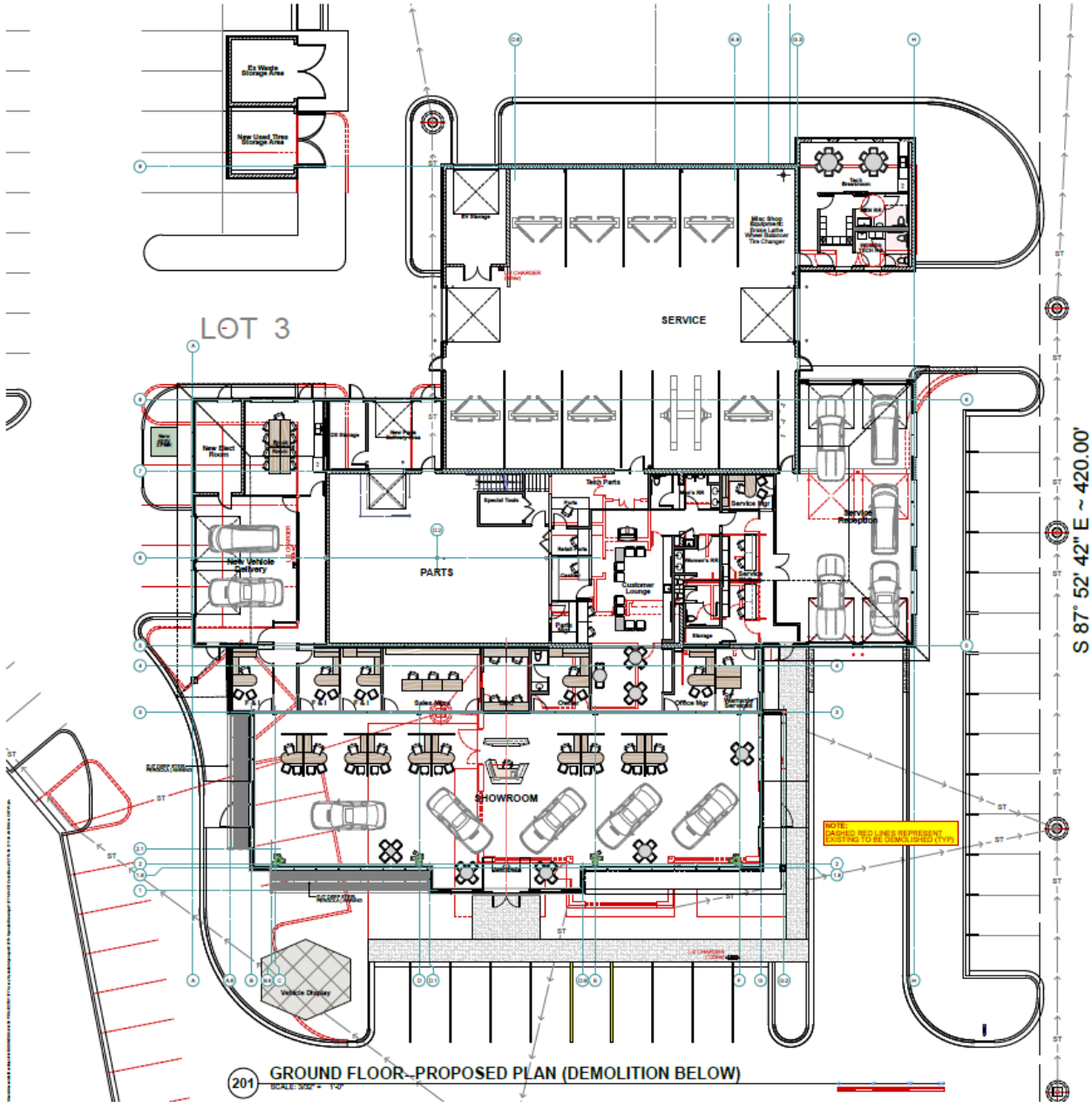




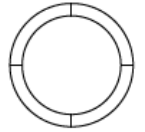








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Project Title  
**ADDITIONS & RENOVATIONS FOR  
 ROSEN HYUNDAI-  
 ALGONQUIN**

48166 Rosen  
 771 RANDALL RD ALGONQUIN IL 60112

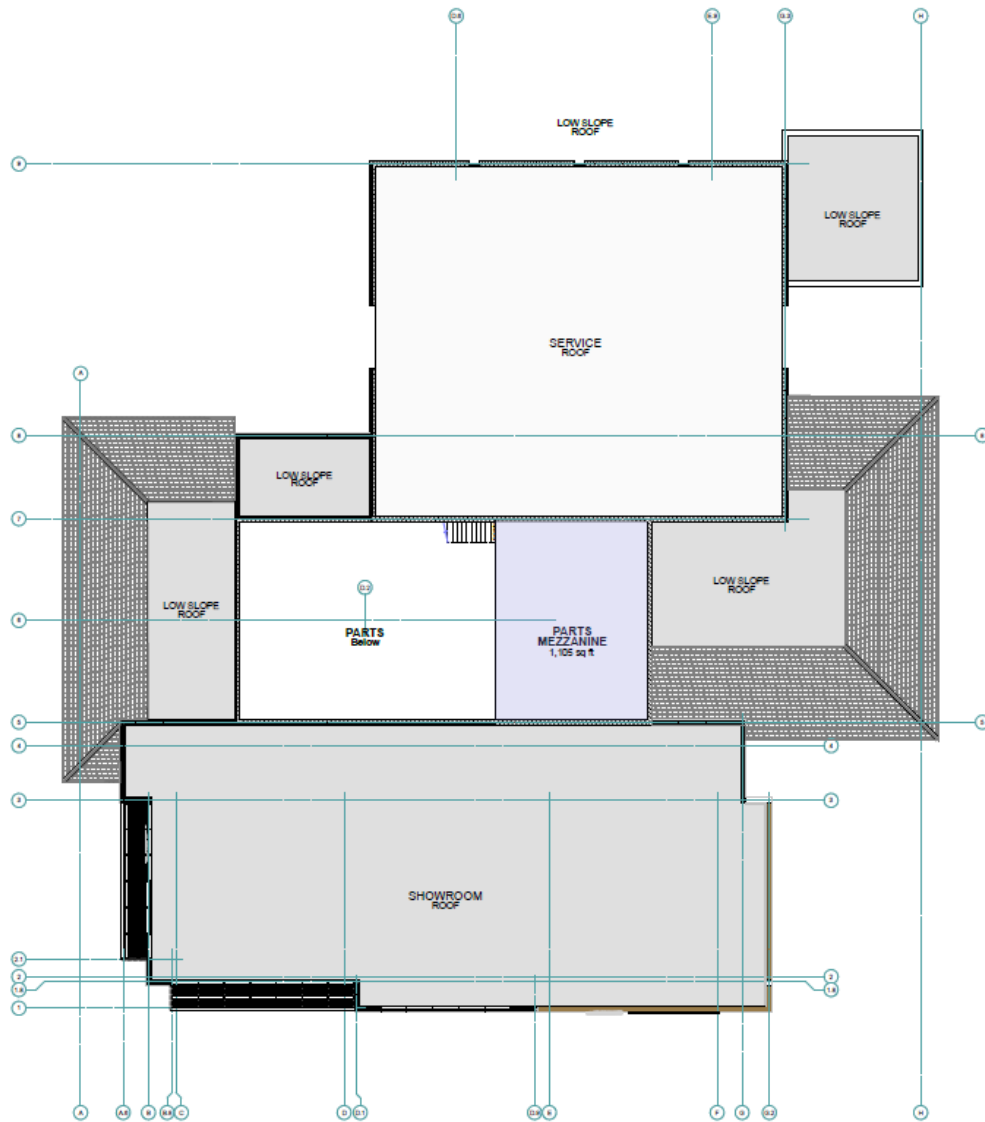
NO.	DATE	DESCRIPTION
01	11/20/21	2d4 Review Comments
02	12/13/21	Village COTW Initial Review
03	11/20/21	Arch/Eng Review & Reference



Reviewed By: JLS  
 Drawn By: JLS  
 Project Number: J&J 1377-H  
 Date: 12/21/21

**A201**

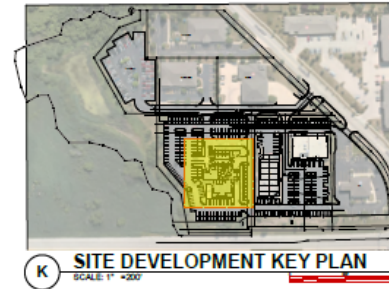




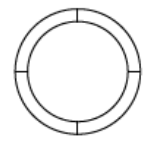
202 MEZZANINE-PROPOSED PROGRAM AREAS  
SCALE: 3/32" = 1'-0"

**AREA COLOR CODE**

- CUSTOMER AREAS
- ADMINISTRATION
- NEW VEHICLE DELIVERY
- SHOWROOM
- SALES
- PARTS
- EMPLOYEE AREAS
- SERVICE RECEPTION
- SERVICE WRITERS
- SERVICE
- BLDG UTILITIES



Not responsible for any errors or omissions in this drawing or any other drawings or specifications. The user of this drawing is responsible for obtaining all necessary permits and approvals. The user of this drawing is responsible for obtaining all necessary permits and approvals. The user of this drawing is responsible for obtaining all necessary permits and approvals.



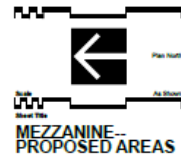
ROSEN HYUNDAI-ALGONQUIN

**PROPOSED HYUNDAI PROGRAM AREAS**

No.	NAME or DESCRIPTION	Net Area Required	Program Area Required	Program Area Provided	AREA Sub-Totals	Percent Over or Under Required
1	Showroom (2 Cars) and Vehicle	5	-	4,343		
2	1st Office (2), Sales Sign, Sign, Counter	-	-	1,164		
3	Merchandise Office	-	-	158		
4	New Vehicle Delivery (2 Cars)	2	-	790		
5	Customer Lounge, Reception	-	-	1,264		
6	Office Mgr./ Cashier	-	-	247		
7	Service Writer, Service Mgr.	-	-	407		
8	Service Reception/Office	8	-	1,238		
9	Service Department (Hyundai Max)	10	-	5,520		
10	Car Wash	-	-	701		
11	Parts, SUV (2/3), Truck, Truck (2) (2/3)	-	-	2,880		
12	Parts Maintenance (2/3)	-	-	1,135		
13	Truck Washroom, HRV, Lockers	-	-	881		
14	Parts Washroom (Conference Training)	-	-	619		
15	Building Utilities (Mech, Storage, Misc)	-	-	134		
16				<b>Hyundai Area Sub-Total</b>	<b>21,824</b>	
17	Service Department (NAPA Mgr)	14	-	9,520		
18	Truck Washroom, HRV, Lockers (NAPA)	-	-	-		
19	Parts, SUV (2/3), Truck, Truck (2)	-	-	4,620		
20				<b>NAPA Service Bldg Area Sub-Total</b>	<b>14,140</b>	
21						
22						
23						
24						
25						
26						
				<b>27,464</b>	<b>27,464</b>	

Project No.  
#216 Name  
771 RANDALL RD ALGONQUIN IL 60102

Scale  
None / Notation



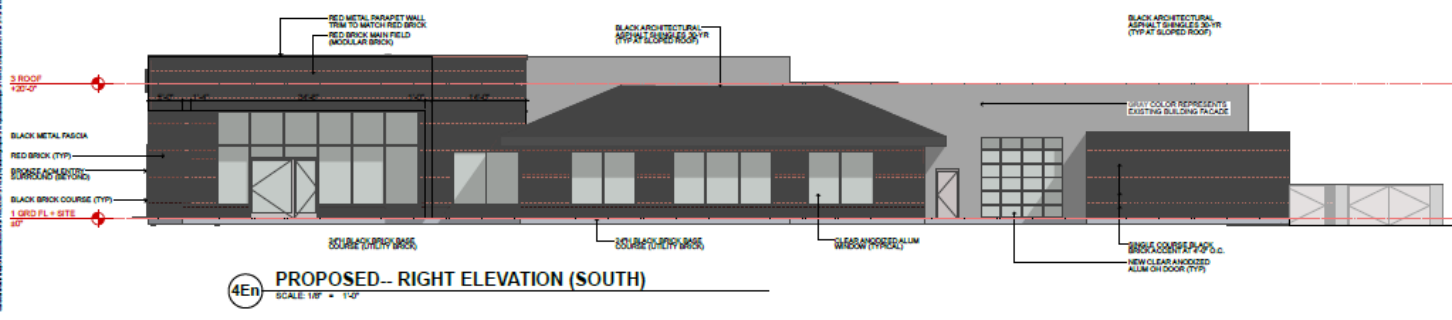
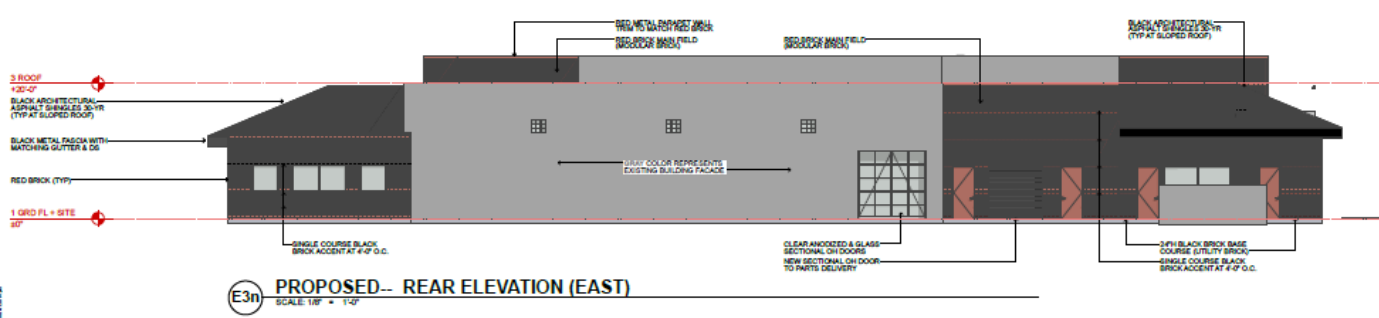
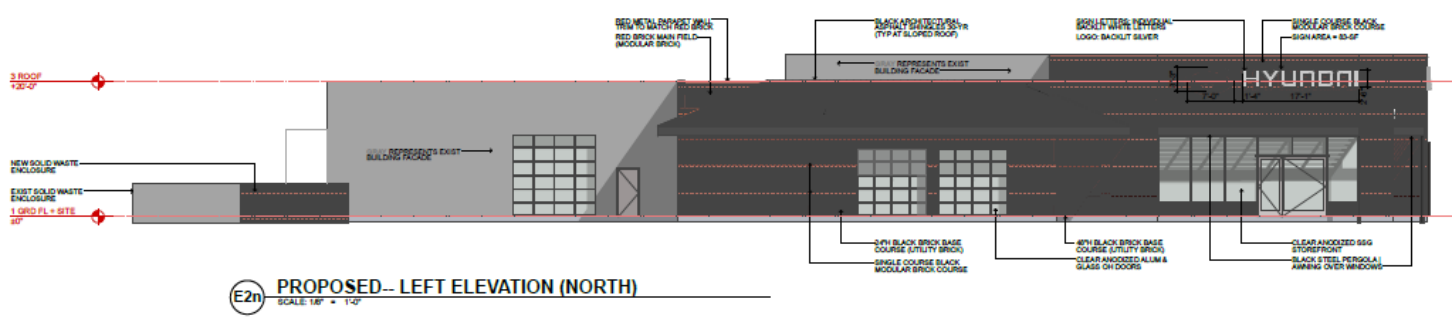
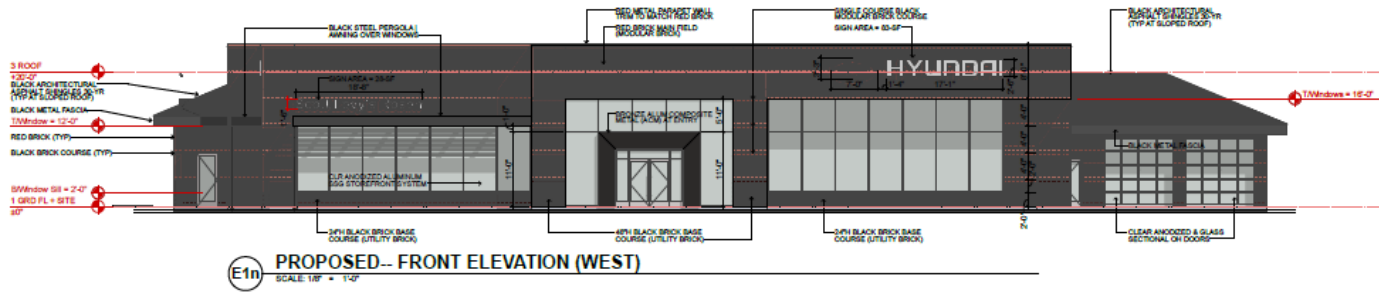
Reviewed By  
Drawn By  
Project Number  
Date

3L  
JRM 12/14/14  
121301  
12/15/14

**A202b**







ANODIZED ALUMINUM AT STOREFRONT, WINDOW, & OVERHEAD DOORS

8.5	CLAR	ANODIZED
440	DAW FINISH	OPTIONAL WINDOW FRAME
678	BLACK	OPTIONAL BLACK METAL TRIM

Material samples and specifications for the proposed exterior elevations. Includes details for Owens Corning Architectural Shingle 'ONYX', Red Modular Clay Brick, and Black Utility and Modular Clay Brick. A circular detail shows a cross-section of a brick or shingle.

Project Title: ADDITIONS & RENOVATIONS FOR ROSEN HYUNDAI-ALGONQUIN

#Site Name: 771 RANDALL RD ALGONQUIN IL 60102

Revision table with columns for Date, Description, and By.

Date	Description	By
05/12/2021	Village Code Review	DL
07/13/2021	Final Review Comments	DL

PROPOSED EXTERIOR ELEVATIONS

Designed By: DL  
 Drawn By: JMB  
 Project Number: 208-10774  
 Date: 12/18/21

**A301**





**VILLAGE OF ALGONQUIN**  
MEMORANDUM

DATE: December 16, 2021

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS  
Human Resources Director

SUBJECT: Merit Compensation Plan Changes

---

According to Section 2.3.2 of the Village Policy Manual, on an annual basis in the early spring staff provides the Village Board our recommendations for the upcoming fiscal year Merit Compensation Plan.

However, periodically the Village has a need to adjust this document mid-year by adding titles of new positions that are in the best interest of the Village. With this said, I am requesting the Board consider and approve amending the Merit Plan to include a new title of Community Development Deputy Director.

After reviewing internal and external equity and salary data of comparable communities, I am recommending the following changes:

1. Create a new title of Community Development Deputy Director. This new position will assist Jason and adjust for the absence of our prior consultant, Mike Darrow.
2. Based on internal and external equity and salary data of comparable communities I am recommending placing this position into a Grade 13.

For the Board's consideration, I have attached the job advertisement (description) for this position, a draft merit plan, and a revised clean merit plan.

As usual, please let me know if you have any questions on the attached document.





# Position Announcement

## Community Development Deputy Director

Posting Date: November 8, 2021

---

**CLOSING DATE:** November 24, 2021 at 5:00 p.m.  
**HIRING RANGE:** \$96,257.09 - \$114,235.96, D.O.Q., with a competitive benefit package  
**HOURS PER WEEK:** 40+ hours per week. Attendance at night meetings, and occasional weekend hours may be required.

The Village of Algonquin is seeking a professional, dedicated, team-player who is ready to join our team as the Community Development Deputy Director in the Community Development Department.

**GENERAL DUTIES:** Under the general supervision of the Community Development Director, the Community Development Deputy Director is a key member of the Community Development Department's senior leadership team and leads day-to-day operations. This role is responsible for performing or assisting with all aspects of administration, planning, budgeting, directing, and supervising activities of the Department in addition to providing primary oversight of all planning, zoning, land development, and Geographic Information System (GIS) functions. This role assists in coordinating economic development, building permit processing, and code enforcement responsibilities. The position will have a high degree of interaction with residents and the development community, as well as a moderate degree of interaction with Village leadership, periodically attending Board meetings in the absence of the Director and/or Senior Planner. The core values of the department are innovation, communication, and exceptional customer service for both the internal and external customer.

**REQUIREMENTS:**

**Education/Experience:** The successful candidate should have a Bachelor's degree in public administration, architecture, construction management, urban planning or closely related field; a Master's degree is preferred, five (5) years of experience, and at least one (1) year in a supervisory position, or any equivalent combination of experience and education that provides the required knowledge, skills, and abilities. Professional AICP certification desirable. Extensive knowledge of principles and practices of municipal planning, economic development, and land development, including land use planning, zoning, subdivision regulation, research, statistics, and planning law is desired.

**Skills:** This role requires a high energy, approachable, and detail-oriented individual with excellent verbal and written communication as well as superior technical/analytical knowledge along with strong project management and people management skills. Also required for this position is the ability to read and interpret site, engineering, landscape, and building plans and to determine compliance of plans with applicable zoning and subdivision ordinances and comprehensive plans, and considerable knowledge of civil and traffic engineering principles and practices, construction practices, municipal building, property maintenance, and code enforcement procedures. Ability to analyze, create, and recommend policy and procedure changes when necessary. Ability to work well in a team environment.

Additionally, this position requires outstanding organizational skills, a high degree of accuracy/attention to detail with multi-tasking capabilities, the ability to work independently and prioritize tasks to meet deadlines, and to learn and perform any specialized operations of the department. Must ensure best in class customer service is provided to both internal and external customers. The successful candidate must have comprehensive knowledge of the principles and practices of public administration and local government structure and services, working knowledge of local government organizations, policies, and contracts. This role also requires proven proficiency in the use of Microsoft Office, including Word and Excel, database programs, email and internet, and knowledge in GIS applications.

**TO APPLY:** To learn more about this opportunity, please visit <http://www.algonquin.org/deputydirector>.  
**Please, no phone calls.** The Village is an EOE employer.

ORDINANCE NO. 2021 - O - \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE 2019-O-12  
REGARDING THE MERIT COMPENSATION PLAN  
FOR VILLAGE EMPLOYEES

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

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

**SECTION 1:** That Section G of Ordinance 93-O-24 passed on April 20, 1993, and as amended by Ordinance No. 2021-O-05, which was passed on February 2, 2021, shall be amended to read as follows:

- G. The grades, job classifications, and monthly compensation ranges to the Village Merit Compensation Plan shall be as shown on Exhibit A attached.

**SECTION 2:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

(Seal)

\_\_\_\_\_  
Debby Sosine, Village President

ATTEST: \_\_\_\_\_  
Fred Martin, Village Clerk

Passed:  
Approved:  
Published:

Prepared by: Tim Schloneger, Village Manager  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois 60102



# Village of Algonquin

The Gem of the Fox River Valley

## ***Fiscal Year 2021-2022*** **MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,528.97	\$3,876.95	\$4,806.48
2	Receptionist II / Account Clerk	\$3,741.21	\$4,104.59	\$5,083.65
3	Account Clerk I / Permit Clerk	\$3,980.29	\$4,360.32	\$5,394.41
4	Account Clerk II / Social Service Advocate	\$4,230.36	\$4,975.00	\$5,719.65
5	Administrative Specialist I / Account Clerk III	\$4,464.04	\$5,243.66	\$6,023.27
6	Property Maintenance Inspector / Administrative Specialist II / Utility Billing Coordinator / Accounts Payable Specialist	\$4,723.47	\$5,541.40	\$6,359.34
7	Human Resources Generalist / Administrative Assistant	\$4,999.11	\$5,858.62	\$6,718.14
8	Planner / Management Analyst / Innovation Analyst / Executive Assistant / Innovation and Technology Officer I	\$5,366.74	\$6,281.90	\$7,197.06
9	Building Inspector / Accountant / Assistant Innovation Coordinator	\$5,816.75	\$6,910.95	\$8,005.14
10	Plumbing Inspector / Electrical Inspector / Innovation Coordinator	\$6,255.87	\$7,304.86	\$8,353.85
11	Asst. to the Village Manager / Asst. Bldg. Commissioner / PW Supervisor / Recreation Superintendent / Senior Planner	\$6,973.98	\$8,096.72	\$9,219.46
12	Project Manager / Chief Utility Operator	\$7,449.74	\$8,755.08	\$10,060.42
13	PW Superintendent / Police Sergeant / Comptroller / <b>Community Development Deputy Director</b>	\$8,021.42	\$9,519.66	\$11,017.90
14	Assistant PW Director / Building Commissioner	\$8,485.54	\$9,939.03	\$11,392.52
15	Human Resources Director / Deputy Police Chief	\$9,097.49	\$10,708.52	\$12,319.54
16	Chief Innovation Officer / Engineer/Asst. PW Director / Assistant Village Manager / Community Development Director	\$9,777.25	\$11,404.39	\$13,031.53
17	Police Chief / Public Works Director	\$10,427.95	\$12,401.53	\$14,375.12



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

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

DATE: December 16, 2021

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Designation of Funds for Future Vehicle Purchases*

---

The following memo provides a summary of the proposed purchase of three (3) vehicles for the Village's fleet. At the last Committee of the Whole meeting, we discussed many challenges including supply chains, inflation, and labor/material shortages that greatly impact our ability to procure items such as vehicles and equipment.

For many of our larger equipment, current lead times for chassis and upfit are up to two (2) years (August 2023). Accordingly, staff is requesting we designate funds for the future purchase to three (3) 2024 International HV607 vehicles, with expected payment and delivery in FY 23/24. Below is a detail of the vehicles being replaced, all of which meet replacement criteria currently:

<b>Replacing</b>	<b>Not to Exceed Amount</b>
1999 International 4900 5-Yard Dump (#522)	\$216,266.00
2007 International 7400 Tandem Axle Hook Lift (#527)	\$198,745.00
2007 International 7400 5-Yard Hook Lift (#528)	\$157,257.00
<b>TOTAL:</b>	<b>\$572,268.00</b>

The variations in price between the units are as follows:

- 522: Complete truck purchase with dump box
- 527: Dual-axle cabin chassis with wing blade plow
- 528: Cabin chassis only

With this action, the Village will designate funds for this purchase that will be reflected in our financial statements. Once we are able to take delivery and make payment in a future fiscal year, we would make this draw from the designated fund balance and zero-out the liability. By entering into a purchase agreement now, we are able to lock-in our spot for purchase and avoid the ever-growing backlog for this equipment.

**Recommendation**

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution(s) at their meeting on January 4, 2022.



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0154219  
 Quote Date: 12/10/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DR.  
 ALGONQUIN, IL 60102

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE	122,733.00	122,733.00

APPLICATION: ONE NEW INTERNATIONAL HV SERIES SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH AN 85" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- DUMP BODY
- CAB SHIELD INSTALLED ON BODY
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED ON TUB BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- R/H FRAME MOUNTED TOOL BOX: 18x18x24 SMOOTH ALUMINUM
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	DUMP BODY		
------	------	-----------	--	--

- DURAClass 10'-0" 201-2B STAINLESS" TUB" DUMP BODY
- CROSSMEMBERLESS
- DOUBLE ACTING UNDER BODY HOIST
- 8" I-BEAM LONGSILLS OF CARBON STEEL
- 1/4" AR450 ABRASION RESISTANT FLOOR
- 30" 3/16" 201-2B STAINLESS SIDES-(ONE HORIZONTAL BRACE)
- 40" 3/16" 201-2B STAINLESS FRONT
- 40" 3/16" 201-2B STAINLESS VERTICAL TAILGATE-(6 PANEL DESIGN)
- 201-2B STAINLESS CORNER POST
- ELECTRIC OVER AIR T-GATE LATCH
- GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE
- STAINLESS STEEL TAILGATE LATCH LINKAGE
- LABOR TO INSTALL CUSTOM CAB SHIELD
- RIGID REAR RUBBER MUD FLAPS INSTALLED



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# Quote

Quote Number: 0154219  
 Quote Date: 12/10/2021



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 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DR.  
 ALGONQUIN, IL 60102

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	<ul style="list-style-type: none"> <li>- STAINLESS CHAIN HOOKS ON LOWER CENTER OF T-GATE</li> <li>- (2) 700 SERIES LIGHT BOXES IN EACH CORNER POST</li> <li>- TRIPLE FLASHER BRACKET MOUNTED OUTSIDE OF CORNER POST</li> <li>- CONDUIT FOR WIRING CAB SHIELD LIGHTS AND CAMERAS</li> <li>- PREPPED FOR NEW TAILGATE SPREADER</li> <li>- INTEGRAL T-GATE SHIELDS &amp; HARDWARE FOR T-GATE PROPS</li> <li>- BODY TOP BE PAINTED SINGLE STAGE ONE COLOR</li> <li>- BODY PAINTED TO MATCH CAB</li> </ul> <p><b>CAB SHIELD</b></p> <p>CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS:</p> <ul style="list-style-type: none"> <li>*MATERIAL IS TO BE 201 STAINLESS STEEL.</li> <li>*PAN WIDTH- 18".</li> <li>*WIDTH- DETERMINED.</li> <li>*HEIGHT TO BE DETERMINED TO BOTTOM OF PAN.</li> <li>*DOUBLE 600 SERIES OR M6 LIGHT BRACKETS.</li> </ul>		
1.00	EACH	<p><b>HYDRAULIC SYSTEM</b></p> <ul style="list-style-type: none"> <li>- PTO: OMF8 278 SERIES</li> <li>- PUMP: TXV92</li> <li>- ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOIST, PLOW, PREWET, AUGER, SPINNER</li> <li>- "FORCE" ULTRA CONTROL ARM</li> <li>- "FORCE" 6100 GEN5 SPREADER CONTROLLER</li> <li>- "FORCE" VT35 STAINLESS STEEL TANK AND LID</li> <li>- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM</li> <li>- EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER</li> <li>- BRASS QUICK COUPLERS</li> <li>- CLOSED LOOP PREWET CABLE</li> <li>- CLOSED LOOP GRANULAR SENSOR</li> </ul>		
1.00	EACH	<ul style="list-style-type: none"> <li>- BONNELL CONSOLE FOR ULTRA CONTROLLER ARM</li> </ul> <p><b>ELECTRICAL</b></p> <ul style="list-style-type: none"> <li>- ALL LED LIGHTING UNLESS OTHERWISE NOTED</li> <li>- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM</li> <li>- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS</li> <li>- DATA SHEET REQUIRED</li> <li>- BODY UP SWITCH WITH INDICATOR LAMP</li> <li>- BONNELL WIRE HARNESSSES</li> </ul> <p>CAB ROOF LIGHTING AND ACCESSORIES</p>		



1385 Franklin Grove Rd  
 Dixon, IL 61021  
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 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0154219  
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**Bill To:** 0000367  
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 VILLAGE OF ALGONQUIN  
 110 MEYER DR.  
 ALGONQUIN, IL 60102

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:
- \* FOUR CORNER FLASHERS
- \* TWO FRONT FACING FLASHERS
- \* 2 FRONT FACING SCENE LIGHTS

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON STAINLESS STEEL GRILL MOUNTED BRACKETS

BODY LIGHTING

- ONE PAIR REAR FACING WHE-60BTT STT ON CABSHIELD
- ONE PAIR REAR FACING M6 SERIES AMBER/WHITE FLASHERS ON CABSHIELD
- ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS
- ONE PAIR WHE-70C00WCR BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHE-60C00WCR BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD
- BOTH LIGHTS ON SAME SWITCH

FEDERAL THREE CAMERA SYSTEM

- 1ST CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
- 2ND CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
- 3RD CAMERA MOUNTED ON R/H CORNER POST-AIMED REARWARD
- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY

1.00 EACH REAR HITCH

- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW
- 3/4" CARBON STEEL PLATE



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0154219  
 Quote Date: 12/10/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DR.  
 ALGONQUIN, IL 60102

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		- 60K PH30 PINTLE HITCH-DIRECT MOUNTED - STD PINTLE MTG HEIGHT - SPECIAL PINTLE MOUNTING HEIGHT: 22" GROUND TO CRADLE - TRAILER PLUG: 7 FLAT PIN RV STYLE - CUTOUTS FOR 600/600 SERIES REAR LIGHTS - 5/8" CARBON STEEL D-RINGS		
1.00	EACH	<b>PLOW HITCH</b> HITCH FOR SNOW PLOW PLOW HITCH FOR A WORKSTAR/HV SFA 2011-CURRENT INSTALLED ON NEW TRUCK PACKAGE		
1.00	EACH	<b>HFF-QLX</b> Heavy Front Frame Side Plate Hitch with QLX Front Frame and Offset Lift Arm. (QL2 Quick Link Receiver built into Lower section)		
1.00	EACH	<b>H10170</b> 4in X 10in Double Acting Cylinder W/Nitrided Rod		
1.00	EACH	<b>H10190</b> Telescopic Lift Arm in Lieu of Rigid Lift Arm		
1.00	EACH	<b>H10300</b> IDOT Grill mounted Light Brackets		
1.00	EACH	<b>H10421</b> Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)		
1.00	EACH	<b>H10400</b> 1/2in Side Plates. (Included in Standard Price of Side Plate Hitch)		
1.00	EACH	<b>PLOW</b> CONFIGURED AS FOLLOWS: YES PAINTED: BLACK POLYURETHANE ENAMEL NO EXTRA RIBS EXTRA RIBS		
1.00	EACH	<b>11SP49TT1</b> Base Model 11SP49TT1 Straight Snow Plow With 3/8" Polyethylene Front Sheet 11'-0" Cutting Edge X 49" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points		
1.00	EACH	<b>P10130</b> Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)		





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 Quote Date: 12/10/2021



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Phone:  
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**Confirm To:** DAVE MUELLER Comment:

<b>Customer P.O.</b>	<b>Ship VIA</b>	<b>F.O.B.</b>	<b>Terms</b>	<b>Quote Expiration</b>
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	<b>P10260</b> QL-Quick Link swivel bar (plow section installed) (Flink Style and Penn Dot)		
1.00	EACH	<b>P10320</b> Heavy duty even-wear shoes (Set of 2 installed)		
1.00	EACH	<b>P10400</b> 3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle		
1.00	EACH	<b>P10430</b> 3/8" x 18" Rubber flap kit installed		
1.00	EACH	<b>P10465</b> Plow stand - installed ( to hold hook up point @ desired height when detached)		
1.00	EACH	<b>P10470</b> 36" Blaze orange markers		
1.00	EACH	<b>P10520</b> 7/8" x 5" C1084 Carbide cutting edges with 5/8" x 6" cover blade (in lieu of standard 5/8" x 6")		
1.00	EACH	<b>P10610</b> 1" x 6" X 24" Right Chrome Carbide Curb Shoe with Outer End Hardfaced (Installed)		
1.00	EACH	<b>P10611</b> 1" x 6" X 24" Left Chrome Carbide Curb Shoe with Outer End Hardfaced (Installed)		
1.00	EACH	<b>UT SPREADER</b>		
1.00	EACH	- UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS: <b>U696-DD-S2</b> Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified		
1.00	EACH	<b>U10100</b> Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger		
1.00	EACH	<b>U10200</b> Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor		



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# Quote

Quote Number: 0154219  
 Quote Date: 12/10/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
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 110 MEYER DR.  
 ALGONQUIN, IL 60102

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	U10369 Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)		
1.00	EACH	U10390 72" Spray Bar Installed In Spreader Body		
1.00	EACH	PREWET SYSTEM  BONNELL CONFIGURED PREWET SYSTEM - PREWET SYSTEM TO FIT A 10' LONG BODY, CONFIGURED AS FOLLOWS:		
1.00	EACH	L10120 Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.		
1.00	EACH	L10315 2in Male Quick Fill Kit Installed.		
1.00	EACH	L10327 Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.		
1.00	EACH	/PRODUCTS SURCHARGE	139.48	139.48
		BASE TRUCK PACKAGE SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	619.21	619.21
		DUMP BODY SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	277.75	277.75
		CAB SHIELD SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	697.98	697.98
		HYDRAULICS SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	230.40	230.40
		ELECTRICAL SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	28.16	28.16



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Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/10/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		REAR HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	1,176.23	1,176.23
		PLOW HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	3,602.68	3,602.68
		PLOW SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	1,015.35	1,015.35
		UNDER TAILGATE SPREADER SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	617.76	617.76
		PREWET SYSTEM SURCHARGE		

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS**

SUBMITTED BY: \_\_\_\_\_  
 0008 Matt Hazelwood TG

Net Order:	131,138.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total:</b>	<b>131,138.00</b>

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
 NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.  
 NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
 NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.  
 ACCEPTED BY: \_\_\_\_\_  
 \*\*BILL TO: \_\_\_\_\_  
 PO Number: \_\_\_\_\_  
 DATE ACCEPTED: \_\_\_\_\_  
 CHASSIS ARRIVAL DATE: \_\_\_\_\_

VIN# \_\_\_\_\_  
 MAKE: \_\_\_\_\_  
 MODEL: \_\_\_\_\_  
 W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
 TRANS MODEL: \_\_\_\_\_  
 ENGINE: \_\_\_\_\_  
 PAINT CODE: \_\_\_\_\_  
 \*\*CHANGES MAY CAUSE DELAYS AND FEES.

**Rush Truck Center, Springfield**3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

**Retail Sales Order**

SALES ORDER		VILLAGE OF ALGONQUIN		Date 12/16/2021
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		Customer's Name <b>2200 HARNISH DRIVE</b> <b>ALGONQUIN IL 60102</b>		
Make <b>International</b>	Series <b>HV607</b>	Street	City	State Zip
Year <b>2024</b>	Body Type <b>REFERENCED BELOW</b>	<b>(847) 344-9044</b>		
Color <b>YELLOW</b>	Trim <b>STANDARD</b>	Federal Tax ID #	Business Phone	Fax
Serial #		Purchaser's Name		
Stock #		Street	City	State Zip
To be delivered on or about		Federal Tax ID #	Business Phone	Fax
STATE CONTRACT # 19-416CMS-BOSS4-B-2573		<b>David Mueller</b>		
WAS USED TO PRICE THE FOLLOWING EQUIPMENT		By Salesman		
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN		Truck Will be Titled in <u>McHenry</u> County.		
SALES PROPOSAL # 15238 DATED 12/15/2021	84,806.00	LIENHOLDER INFORMATION		
BODY & MOUNTED EQUIPMENT AS LISTED IN		Date of Lien		
BONNELL INDUSTRIES QUOTE # 0154219	131,138.00	Lien Holder		
DATED 12/10/2021 * DUMP *				
Sales Price	215,944.00	Draft Through		
Factory Paid F.E.T.	0.00			
F.E.T. Tire Credit	0.00			
Total Factory Paid F.E.T.	0.00			
Optional Extended Warranties	0.00			
Sub-Total	215,944.00	Manufacturer Rebate		
Dealer Paid F.E.T. *	0.00	Total Used Vehicle Allowance *	0.00	
Local Taxes	0.00	Less Total Balance Owed	0.00	
License, Transfer, Title, Registration Fee	158.00	Total Net Allowance on Used Vehicle(s)	0.00	
Documentary Fee	164.00	Deposit or Credit Balance	0.00	
Total Cash Delivered Price	216,266.00	Cash with Order	0.00	
Total Down Payment	0.00	←-----	0.00	
Unpaid Cash Balance Due on Delivery	216,266.00	*See Trade-in details on page 4		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.		
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		Customer's Signature <u>David Mueller</u> Date <u>12-15-2021</u>		
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		OFFER RECEIVED BY: <u>SALES REPRESENTATIVE</u> Date		
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER ACCEPTED BY: _____ Date		
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		AUTHORIZED REPRESENTATIVE		
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.				
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.				



# Rush Truck Center, Springfield

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial \_\_\_\_\_



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 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0155304  
 Quote Date: 12/3/2021



**Bill To:** 0005755  
 VILLAGE OF ALGONQUIN  
 2200 HARNISH DRIVE  
 ALGONQUIN, IL 60102-5995

**Ship To:** 01  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoiland@algonquin.org

Phone:  
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms Net 30 Days	Quote Expiration 1/2/2022
---------------	----------	--------	----------------------	------------------------------

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK EQUIPMENT	2,565.00	2,565.00

APPLICATION: USED STELLAR MODEL 108-11-20 HOOK LIFT

- REMOVE THE HOOK LIFT FROM TRUCK CHASSIS
- SAND BLAST HOOK LIFT
- PAINT HOOK LIFT --BLACK
- REPLACE ALL DECALS

-INSPECT HOOK LIFT FOR ANY REPAIRS NEEDED

NOTE: ANY REPAIRS RECOMMENDED WILL ONLY BE COMPLETED WITH PRIOR APPROVAL FROM VO ALGONQUIN

- ALL APPROVED REPAIRS WILL BE QUOTED SEPERATLY

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS**

SUBMITTED BY: \_\_\_\_\_

0008 Matt Hazelwood TG

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
 NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
 NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

Net Order:	2,565.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total</b>	<b>2,565.00</b>

VIN# \_\_\_\_\_  
 MAKE: \_\_\_\_\_  
 MODEL: \_\_\_\_\_  
 W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
 TRANS MODEL: \_\_\_\_\_  
 ENGINE: \_\_\_\_\_  
 PAINT CODE: \_\_\_\_\_

\*\*CHANGES MAY CAUSE DELAYS AND FEES.



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 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0155303  
 Quote Date: 12/3/2021



**Bill To:** 0005755  
 VILLAGE OF ALGONQUIN  
 2200 HARNISH DRIVE  
 ALGONQUIN, IL 60102-5995

**Ship To:** 01  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:  
 Fax:

**Confirm To:** DAN GRIGGLE **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/2/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE	68,182.00	68,182.00

APPLICATION: NEW INTERNATIONAL HV SERIES SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH A 108" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- HOOKLIFT SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- R/H FRAME MOUNTED TOOL BOX: 24x24x36 SMOOTH ALUMINUM
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

EACH \*HOOKLIFT SYSTEM  
 INSTALL CUSTOMER SUPPLIED STELLAR 108-11-20 HOOK LIFT SYSTEM

1.00 EACH HYDRAULIC SYSTEM

- PTO: OMFB 278 SERIES
- PUMP: TXV92
- ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOOK, JIB, PLOW, PREWET, AUGER, SPINNER
- "FORCE" ULTRA CONTROL ARM
- "FORCE" 6100 GEN5 SPREADER CONTROLLER
- "FORCE" VT35 STAINLESS STEEL TANK AND LID
- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM
- EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER
- BRASS QUICK COUPLERS
- PREWET FEEDBACK CABLE



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 110 MEYER DRIVE  
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:  
 Fax:

**Confirm To:** DAN GRIGGLE

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/2/2022

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

- AUGER FEEDBACK CABLE
- BONNELL CONSOLE FOR ULTRA CONTROLLER ARM

1.00 EACH ELECTRICAL

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
  - BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
  - InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
  - DATA SHEET REQUIRED
  - BONNELL WIRE HARNESSSES
- CAB ROOF LIGHTING AND ACCESSORIES
- WHELEN 72" JUSTICE LIGHT BAR AS FOLLOWS:
    - \* FOUR CORNER FLASHERS
    - \* 6 FRONT FACING FLASHERS
    - \* 2 FRONT FACING SCENE LIGHTS
- PLOW LIGHTING
- ABL-3830-0080 LED PLOW LIGHTS ON STAINLESS STEEL GRILL MOUNTED BRACKETS
- REAR HITCH AND CHASSIS LIGHTING
- TWO PAIR 4" ROUND STT ON STAINLESS REAR CHASSIS LIGHT BOXES
  - ONE PAIR 4" ROUND AMBER FLASHERS IN STAINLESS REAR CHASSIS LIGHT BOXES
  - BUTTON TYPE MARKER LIGHTS ON OUTSIDE END OF EACH STAINLESS REAR CHASSIS LIGHT BOXES
  - PM-290C LICENSE PLATE LIGHT ON REAR HITCH
  - ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
  - VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME
- EQUIPMENT WORK LIGHTS AND FLASHERS
- ABL WORK LIGHT MOUNTED ON TOP OF DRIVERS SIDE STAINLESS OUTRIGGER LIGHT BOX AIMED AT SPINNER
  - ABL WORK LIGHT MOUNTED ON TOP OF CURB SIDE STAINLESS OUTRIGGER LIGHT BOX AIMED REARWARD
  - LIGHTS ON SEPARATE SWITCHES
- FEDERAL TWO CAMERA SYSTEM





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**Confirm To:** DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/2/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		- 1ST CAMERA MOUNTED ON DRIVER SIDE STAINLESS OUTRIGGER LIGHT BOX AIMED AT SPREADER - 2ND CAMERA MOUNTED ON CURB SIDE STAINLESS OUTRIGGER LIGHT BOX AIMED REARWARD - CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY		
1.00	EACH	<b>REAR HITCH</b>  - REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW - 3/4" CARBON STEEL PLATE - 60K PH30 PINTLE HITCH-DIRECT MOUNTED - STD PINTLE MTG HEIGHT - SPECIAL PINTLE MOUNTING HEIGHT: 22" GROUND TO CRADLE - TRAILER PLUG: 7 FLAT PIN RV STYLE - 5/8" CARBON STEEL D-RINGS		
1.00	EACH	<b>PLOW HITCH</b>  PLOW HITCH FOR A WORKSTAR/HV SBA 2011-CURRENT INSTALLED ON NEW TRUCK PACKAGE		
1.00	EACH	<b>HFF-QLX</b> Heavy Front Frame Side Plate Hitch with QLX Front Frame and Offset Lift Arm. (QL2 Quick Link Receiver built into Lower section)		
1.00	EACH	<b>H10170</b> 4in X 10in Double Acting Cylinder W/Nitrided Rod		
1.00	EACH	<b>H10190</b> Telescopic Lift Arm in Lieu of Rigid Lift Arm		
1.00	EACH	<b>H10300</b> IDOT Grill mounted Light Brackets		
1.00	EACH	<b>H10400</b> 1/2in Side Plates. (Included in Standard Price of Side Plate Hitch)		
1.00	EACH	<b>H10421</b> Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)		
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>	115.47	115.47



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Phone:  
 Fax:

**Confirm To:** DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/2/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		BASE TRUCK PACKAGE SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	175.50	175.50
		ELECTRICAL SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	26.46	26.46
		REAR HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	352.87	352.87
		PLOW HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	711.70	711.70
		HYDRAULICS SURCHARGE		

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS**

SUBMITTED BY: \_\_\_\_\_  
 0008 Matt Hazelwood TG

Net Order:	69,564.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total</b>	<b>69,564.00</b>

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
 NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.  
 NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
 NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.  
 ACCEPTED BY: \_\_\_\_\_  
 \*\*BILL TO: \_\_\_\_\_  
 PO Number: \_\_\_\_\_  
 DATE ACCEPTED: \_\_\_\_\_  
 CHASSIS ARRIVAL DATE: \_\_\_\_\_

VIN# \_\_\_\_\_  
 MAKE: \_\_\_\_\_  
 MODEL: \_\_\_\_\_  
 W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
 TRANS MODEL: \_\_\_\_\_  
 ENGINE: \_\_\_\_\_  
 PAINT CODE: \_\_\_\_\_  
 \*\*CHANGES MAY CAUSE DELAYS AND FEES.



**Rush Truck Center, Springfield**

3441 Gatlin Dr  
 Springfield, IL 62707  
 (217) 523-5631

rushtruckcenters.com

**Retail Sales Order**

SALES ORDER		Date 12/16/2021	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		<b>VILLAGE OF ALGONQUIN</b> Customer's Name <b>2200 HARNISH DRIVE</b> <b>ALGONQUIN IL</b> <b>60102</b> Street      City      State      Zip Federal Tax ID #      Business Phone      Fax (847) 344-9044	
Make    International	Series    HV607	Purchaser's Name	
Year    2024	Body Type    REFERENCED BELOW	Street      City      State      Zip	
Color    YELLOW	Trim      STANDARD	Federal Tax ID #      Business Phone      Fax	
Serial #		David Mueller	
Stock #		By Salesman	
To be delivered on or about		Truck Will be Titled in <u>McHenry</u> County.	
STATE CONTRACT # 19-416CMS-BOSS4-B-2573		<b>LIENHOLDER INFORMATION</b>	
WAS USED TO PRICE THE FOLLOWING EQUIPMENT		Date of Lien	
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN		Lien Holder	
SALES PROPOSAL # 15238 DATED 12/15/2021	84,806.00		
BODY & MOUNTED EQUIPMENT AS LISTED IN		Draft Through	
BONNELL INDUSTRIES QUOTE # 0155303	72,129.00		
DATED 12/03/2021 * HOOKLIFT *			
Sales Price	156,935.00	Manufacturer Rebate	
Factory Paid F.E.T.	0.00	Total Used Vehicle Allowance *      0.00	
F.E.T. Tire Credit	0.00	Less Total Balance Owed      0.00	
Total Factory Paid F.E.T.	0.00	Total Net Allowance on Used Vehicle(s)      0.00	
Optional Extended Warranties	0.00	Deposit or Credit Balance      0.00	
Sub-Total	156,935.00	Cash with Order      0.00	
Dealer Paid F.E.T. *	0.00	←-----      0.00	
Local Taxes	0.00	*See Trade-in details on page 4	
License, Transfer, Title, Registration Fee	158.00	Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
Documentary Fee	164.00		
Total Cash Delivered Price	157,257.00		
Total Down Payment	0.00		
Unpaid Cash Balance Due on Delivery	157,257.00	Customer's Signature      Date <i>David Mueller</i> 12-15-2021 OFFER RECEIVED BY:      SALES REPRESENTATIVE      Date	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		OFFER ACCEPTED BY:      AUTHORIZED REPRESENTATIVE      Date	
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.			
*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER			
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER  THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.  IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.  THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



# Rush Truck Center, Springfield

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial \_\_\_\_\_

(US DOLLAR)

Description

Price

Net Sales Price:

\$85,128.00

ABOVE FIGURE IS FOR CHASSIS ONLY ( Does NOT include body or mounted equipment )

**CAB-TO-AXLE WILL BE 85 INCHES ON 1 UNIT & 108 INCHES ON A SECOND UNIT**

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:  
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

**Approved by Seller:**

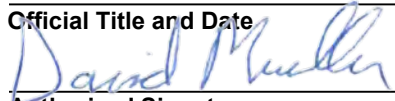
**Accepted by Purchaser:**

SALES REPRESENTATIVE 12-15-2021

VILLAGE OF ALGONQUIN

Official Title and Date

Firm or Business Name

  
Authorized Signature

\_\_\_\_\_  
**Authorized Signature and Date**

This proposal is not binding upon the seller without Seller's Authorized Signature

\_\_\_\_\_  
**Official Title and Date**

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0155504  
 Quote Date: 12/8/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER **Comment:**

<b>Customer P.O.</b>	<b>Ship VIA</b>	<b>F.O.B.</b>	<b>Terms</b>	<b>Quote Expiration</b>
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE	95,918.00	95,918.00

APPLICATION: ONE NEW INTERNATIONAL HV SERIES TANDEM CLASS 8 SNOW AND ICE TRUCK WITH A 132" CAB TO TRUNNION MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT. FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- HOOKLIFT SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- WING, (FRONT MOUNTED PATROL)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- STAINLESS FULL COVER FENDERS MANUFACTURED BY BETTS
- WING BOX MOUNTED TOOL BOX: 12x16x10 ALUMINUM
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

EACH \*HOOKLIFT SYSTEM  
 INSTALL CUSTOMER SUPPLIED STELLAR 138-18-40 HOOK LIFT SYSTEM

1.00 EACH HYDRAULIC SYSTEM

- PTO: OMFB 278 SERIES
- PUMP: TXV92
- ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOOK, JIB, PLOW, WING, PREWET, AUGER, SPINNER
- "FORCE" ULTRA CONTROL ARM
- "FORCE" 6100 GEN5 SPREADER CONTROLLER
- "FORCE" VT35 STAINLESS STEEL TANK AND LID
- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM
- EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER
- BRASS QUICK COUPLERS
- PREWET FEEDBACK CABLE



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# Quote

Quote Number: 0155504  
 Quote Date: 12/8/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

- AUGER SENSOR FEEDBACK CABLE
- STUCCHI MULTI-COUPLER
- BONNELL CONSOLE FOR ULTRA CONTROLLER ARM

1.00 EACH ELECTRICAL

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BONNELL WIRE HARNESSSES
- CAB ROOF LIGHTING AND ACCESSORIES
- WHELEN 72" JUSTICE LIGHT BAR AS FOLLOWS:
  - \* FOUR CORNER FLASHERS
  - \* 6 FRONT FACING FLASHERS
  - \* 2 FRONT FACING SCENE LIGHTS
- PLOW LIGHTING
- ABL-3830-0080 LED PLOW LIGHTS ON STAINLESS STEEL GRILL MOUNTED BRACKETS
- BODY LIGHTING
- MARKER LIGHTS PER FMVSS STANDARDS
- REAR HITCH AND CHASSIS LIGHTING
- TWO PAIR 4" ROUND STT ON STAINLESS REAR CHASSIS LIGHT BOXES
- ONE PAIR 4" ROUND AMBER FLASHERS IN STAINLESS REAR CHASSIS LIGHT BOXES
- BUTTON TYPE MARKER LIGHTS ON OUTSIDE END OF EACH STAINLESS REAR CHASSIS LIGHT BOXES
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME
- EQUIPMENT WORK LIGHTS AND FLASHERS
- ABL WORK LIGHT MOUNTED ON TOP OF REAR STAINLESS LIGHT BOXE ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED ON TOP OF REAR STAINLESS LIGHT BOXE ON CURB SIDE



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0155504  
 Quote Date: 12/8/2021



**Bill To:** 0000367  
 RUSH TRUCK CENTERS OF ILLINOIS  
 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		AIMED REARWARD - LIGHTS ON SEPARATE SWITCHES - ABL WING WORK LIGHT MOUNTED ON EXHAUST BRKT - ABL WING WORK LIGHT MOUNTED ON FRONT POST - ONE WHE-WPLOWZ3A FLASHER KIT MOUNTED TO WING MOLDBOARD  FEDERAL THREE CAMERA SYSTEM  - 1ST CAMERA MOUNTED ON L/H STAINLESS REAR LIGHT BOX AIMED @ SPREADER - 2ND CAMERA MOUNTED ON R/H STAINLESS REAR LIGHT BOX AIMED REARWARD - 3RD CAMERA MOUNTED ON WING POST-AIMED AT WING - CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY		
1.00	EACH	<b>REAR HITCH</b>  - REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW - 1" CARBON STEEL PLATE - 60K PH30 PINTLE HITCH-DIRECT MOUNTED - SPECIAL PINTLE MOUNTING HEIGHT: 22" GROUND TO CRADLE - TRAILER PLUG: 7 FLAT PIN RV STYLE - 1" CARBON STEEL D-RINGS		
1.00	EACH	<b>PLOW HITCH</b> HITCH FOR SNOW PLOW PLOW HITCH FOR A WORKSTAR/HV SBA 2011-CURRENT INSTALLED ON NEW TRUCK PACKAGE		
1.00	EACH	<b>HFF-QLX</b> Heavy Front Frame Side Plate Hitch with QLX Front Frame and Offset Lift Arm. (QL2 Quick Link Receiver built into Lower section)		
1.00	EACH	<b>H10170</b> 4in X 10in Double Acting Cylinder W/Nitrided Rod		
1.00	EACH	<b>H10190</b> Telescopic Lift Arm in Lieu of Rigid Lift Arm		
1.00	EACH	<b>H10300</b> IDOT Grill mounted Light Brackets		
1.00	EACH	<b>H10401</b> 5/8in Side Plates in Lieu of 1/2in (Not available on Utility)		
1.00	EACH	<b>H10421</b>		





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# Quote

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**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)		
1.00	EACH	<b>WING</b> BONNELL WING PLOW - WING PLOW PAINTED ORANGE, CONFIGURED AS FOLLOWS:		
1.00	EACH	<b>9TEWFMP</b> Front Mounted Patrol Wing 9'-0" Long At The Cutting Edge Torsion Trip Cutting Edge Utilizing Four 7/8" Diameter Round Wire Torsion Trip Springs Leading Edge Height 28" Discharge End Height 34" Painted as Specified		
1.00	EACH	<b>W10100</b> 24in Hydraulic telescoping push bar/buffer (ILO Manual buffer)		
1.00	EACH	<b>W10117</b> 24in Stroke on Front post cylinder (Toe) (20in benching height) (Patrol wing only)		
1.00	EACH	<b>W10160</b> Wing lock valve - installed to cylinder		
1.00	EACH	<b>W10190</b> 24in Jumbo blade guide on dischrage end with bolt on bracket		
1.00	EACH	<b>W10210</b> Piping (conduit) for wing light wiring		
9.00	EACH	<b>W10520</b> 7/8in x 5in Carbide cut edge with 5/8in x 6in cover blade in Lieu of Standard (Price Per Foot)		
1.00	EACH	<b>W10532</b> 3/4" x 6" Tapered Wing curb shoe (Installed on Leading end of Plow) (Standard on all wings)		
1.00	EACH	<b>CUSTOMIZATION</b> INSTALL THE FOLLOWING:  STUCCHI		
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>	152.80	152.80



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# Quote

Quote Number: 0155504  
 Quote Date: 12/8/2021



**Bill To:** 0000367  
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 11816 S ROUTE 47  
 HUNTLEY, IL 60142

**Ship To:**  
 VILLAGE OF ALGONQUIN  
 110 MEYER DRIVE  
 ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
 Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

<b>Customer P.O.</b>	<b>Ship VIA</b>	<b>F.O.B.</b>	<b>Terms</b>	<b>Quote Expiration</b>
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
		BASE TRUCK PACKAGE SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	196.67	196.67
		ELECTRICAL SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	29.15	29.15
		REAR HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	1,509.79	1,509.79
		PLOW HITCH SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	4,201.40	4,201.40
		WING SURCHARGE		
1.00	EACH	/PRODUCTS SURCHARGE	795.19	795.19
		HYDRAULICS SURCHARGE		



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# Quote

Quote Number: 0155504  
Quote Date: 12/8/2021



**Bill To:** 0000367  
RUSH TRUCK CENTERS OF ILLINOIS  
11816 S ROUTE 47  
HUNTLEY, IL 60142

**Ship To:**  
VILLAGE OF ALGONQUIN  
110 MEYER DRIVE  
ALGONQUIN, IL 60102-5995

Phone: (847) 669-5700 Fax: (847) 669-2615 peasel@rushenterprises.com

Phone:  
Fax:

**Confirm To:** DAVE MUELLER

**Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 10 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS**

SUBMITTED BY: \_\_\_\_\_

0001 Bonnell Industries TG

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

Net Order:	102,803.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total</b>	<b>102,803.00</b>

VIN# \_\_\_\_\_  
MAKE: \_\_\_\_\_  
MODEL: \_\_\_\_\_  
W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
TRANS MODEL: \_\_\_\_\_  
ENGINE: \_\_\_\_\_  
PAINT CODE: \_\_\_\_\_  
\*\*CHANGES MAY CAUSE DELAYS AND FEES.



**Rush Truck Center, Springfield**

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

**Retail Sales Order**

<b>SALES ORDER</b>		Date 12/16/2021	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		<b>VILLAGE OF ALGONQUIN</b>	
Make International	Series HV607	Customer's Name	2200 HARNISH DRIVE
Year 2024	Body Type REFERENCED BELOW	ALGONQUIN IL	60102
Color YELLOW	Trim STANDARD	Street	City State Zip
Serial #		(847) 344-9044	
Stock #		Federal Tax ID #	Business Phone Fax
To be delivered on or about		Purchaser's Name	
STATE CONTRACT # 19-416CMS-BOSS4-B-2573		Street	City State Zip
WAS USED TO PRICE THE FOLLOWING EQUIPMENT		Federal Tax ID #	Business Phone Fax
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN		David Mueller	
SALES PROPOSAL # 15962 DATED 12/15/2021	92,713.00	By Salesman	
BODY & MOUNTED EQUIPMENT AS LISTED IN		Truck Will be Titled in	McHenry County.
BONNELL INDUSTRIES QUOTE # 0155304	105,868.00	<b>LIENHOLDER INFORMATION</b>	
DATED 12/08/2021 * HOOKLIFT *		Date of Lien	
Sales Price	198,581.00	Lien Holder	
Factory Paid F.E.T.	0.00		
F.E.T. Tire Credit	0.00	Draft Through	
Total Factory Paid F.E.T.	0.00		
Optional Extended Warranties	0.00		
Sub-Total	198,581.00	Manufacturer Rebate	
Dealer Paid F.E.T. *	0.00	Total Used Vehicle Allowance *	0.00
Local Taxes	0.00	Less Total Balance Owed	0.00
License, Transfer, Title, Registration Fee	0.00	Total Net Allowance on Used Vehicle(s)	0.00
Documentary Fee	164.00	Deposit or Credit Balance	0.00
Total Cash Delivered Price	198,745.00	Cash with Order	0.00
Total Down Payment	0.00	←-----	0.00
Unpaid Cash Balance Due on Delivery	198,745.00	*See Trade-in details on page 4	
<p>A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.</p> <p>The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.</p>		<p>Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.</p>	
<p>*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER</p>		Customer's Signature	Date
<p>NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER</p> <p>THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.</p> <p>IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.</p> <p>THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.</p>		OFFER RECEIVED BY: SALES REPRESENTATIVE	Date
		OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE	Date



# Rush Truck Center, Springfield

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial \_\_\_\_\_



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Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0155505  
Quote Date: 12/8/2021



**Bill To:** 0005755  
VILLAGE OF ALGONQUIN  
2200 HARNISH DRIVE  
ALGONQUIN, IL 60102-5995

**Ship To:** 01  
VILLAGE OF ALGONQUIN  
110 MEYER DRIVE  
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:  
Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/7/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK EQUIPMENT	3,065.00	3,065.00

APPLICATION: USED STELLAR MODEL 138-18-40 HOOK LIFT

- REMOVE THE HOOK LIFT FROM TRUCK CHASSIS
- SAND BLAST HOOK LIFT
- PAINT HOOK LIFT --BLACK
- REPLACE ALL DECALS

-INSPECT HOOK LIFT FOR ANY REPAIRS NEEDED

NOTE: ANY REPAIRS RECOMMENDED WILL ONLY BE COMPLETED WITH PRIOR APPROVAL FROM VO ALGONQUIN

- ALL APPROVED REPAIRS WILL BE QUOTED SEPERATLY

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS**

SUBMITTED BY: \_\_\_\_\_

0008 Matt Hazelwood

TG

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

Net Order:	3,065.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total:</b>	<b>3,065.00</b>

VIN# \_\_\_\_\_  
 MAKE: \_\_\_\_\_  
 MODEL: \_\_\_\_\_  
 W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
 TRANS MODEL: \_\_\_\_\_  
 ENGINE: \_\_\_\_\_  
 PAINT CODE: \_\_\_\_\_  
 \*\*CHANGES MAY CAUSE DELAYS AND FEES.

(US DOLLAR)

Description

Price

Net Sales Price:

\$93,035.00

ABOVE FIGURE IS FOR CHASSIS ONLY ( Does NOT include body or mounted equipment )

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:  
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY SURCHARGES

**Approved by Seller:**

**Accepted by Purchaser:**

SALES REPRESENTATIVE 12-15-2021

VILLAGE OF ALGONQUIN

Official Title and Date

Firm or Business Name



Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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

**– M E M O R A N D U M –**

DATE: November 12, 2021

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Agreement with ComEd to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground*

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Background:

The Village has phased the Downtown Improvements over a number of years. We are now at the Stage to work on the completion of the design and relocation of all of the “Dry Utilities” underground on S. Harrison Street, and portions of Washington Street, and Jefferson Street. adjacent to S. Harrison Street. This work is similar to the work done on S. Main Street to allow for the streetscape work done there.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber. Again, this is how Main Street was accomplished.

In order to initiate the ComEd work, an agreement (attached) has been signed and requires a partial payment of about 50%, which equals \$649,022. The total estimated cost is \$1,442,660. The Village has sufficient funds to initiate this work and execute the agreement.

Recommendation:

Thus, it is staff’s recommendation that the Committee of the Whole recommend to the Village Board authorization of the payment of \$649,022 to ComEd for the first partial payment for the Relocation of Overhead Electrical Facilities on S. Harrison Street, Washington Street, and Jefferson Street.



Commonwealth Edison Company  
Public Relocation Department  
One Lincoln Centre  
Oak Brook Terrace, IL 60181

[www.comed.com](http://www.comed.com)

An Exelon Company

October 15, 2021

Shawn Hurtig  
Project Manager  
Village of Algonquin – Public Works  
110 Meyer Drive  
Algonquin, IL 60102

Project: H20323CRY  
Work Order: 15923347  
EPS Project: 19FRD095

Re: Relocation of overhead electric facilities along Harrison St., Washington St., & Jefferson St. as occupied.

**Dear Shawn,**

This letter is in reply to an inquiry regarding the **Village of Algonquin** request to relocate ComEd's overhead electric lines **on Harrison St. (Washington St to Algonquin Rd) & Jefferson St. (Washington St to Towne Park) & Washington St.** to underground.

The preliminary estimated cost to relocate the existing overhead facilities is approximately **\$1,442,660**. This is a **non-binding, high-level cost estimate prepared without an engineering design** for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project. This cost estimate is good for 60 days from the date on this letter.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate, and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) are the responsibility of the village.
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of others.
- Other's to provide ComEd with all required easements for underground facilities being installed.
- All trees, shrubs and vegetation to be removed by other's in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.

**Preliminary Scope of Work:**

- Removal/topping of approximately 35 poles and associated primary/secondary wire and equipment
- Removal of 12kv 3-1/C primary aerial wire
- Relocate ~ various commercial/residential services, which can include overhead to underground
- Remove "12" Overhead Transformer banks
- Install approx. 4000' of 6" Poly Pipe via directional bore
- Install approx. 3,845' 12kV primary underground cables and other associated underground equipment
- Install approx. "4" 4-Bay Switchgear
- Install approx. "7" Pad Mounted transformers
- Install 1 VO Pad MTD Cap Bank
- Install approx. 1 splice box
- Install approx. "6" Secondary Pedestals
- Install approx. "5" 12kv terminal poles
- Estimate includes additional cost of **\$144,615** to split project up into 2 Phases
- Additional phasing work includes - Pull approx. 50 ft. of underground cable and splice cable, install new OH transformer on north pole and install temporary services. Engineering costs to add the temporary work needed to divide the project up into 2 phases.

If the village desires to proceed with relocation, there will be an advance engineering charge required of **\$129,804** this engineering charge is non-refundable and will be applied towards the total cost of the project if the village authorizes the construction work to proceed. Once engineering is complete, the cost estimate will be submitted for village approval.

**The Village will have two payment options available to them. Check one of boxes below, sign and return with check and/or copy of the executed ordinance.**

- The first would be a progressive payment schedule requiring a 50% first partial payment of **\$649,022** with the potential of multiple payments as construction progresses. The 50% deposit and all required easements must be in place before ComEd work can be scheduled. This can be a minimum of 6–12 weeks from that date contingent upon ComEd’s scheduled work load. **Final payment invoicing will occur upon completion of the work.**
- The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional “per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the **Village of Algonquin**, As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line item charge on the monthly bills of the customers. The “per kilowatt-hour” charges will continue until the project is completed and all costs for the project are reflected on ComEd’s books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

*‘Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.’*

The village should take special note of the fact that ComEd must meet our “Service” obligations at least cost to our “Ratepayers.” Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the city desire place additional facilities underground, the village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

If you have questions, please feel free to call me directly.

Sincerely,

Cassie Evans  
Sr. Project Engineer

FOR THE APPLICANT:

Accepted by Signature

**Robert G. Mitchard II**  
Print Name

**Public Works Director**  
Official Capacity

**11/12/2021**  
Date



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Public Relocation Department  
Office: (773) 241-0741  
[Cassie.Evans@comed.com](mailto:Cassie.Evans@comed.com)



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

**– M E M O R A N D U M –**

DATE: December 10, 2021

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Agreement with COMCAST to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground*

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Background:

The Village has phased the Downtown Improvements over a number of years. We are now at the Stage to work on the completion of the design and relocation of all of the “Dry Utilities” which are currently overhead, to underground on South Harrison Street, and portions of Washington Street, and Jefferson Street. adjacent to South Harrison Street. This work is similar to the work done on South Main Street to allow for the Streetscape work done there.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber. Again, this is how Main Street was accomplished.

In order to initiate the COMCAST work, an agreement (attached) needs to be approved and requires the total payment to be made to them up front. That payment amount is \$77,277.23. The COMCAST work involves the relocation of a significant Fiber Optic cable that serves over 100,000 customers, that is one of the reasons for this cost. You may recall the Village Board approved a similar agreement with ComEd in November and one from AT&T will follow shortly. The Village has sufficient funds to initiate this work and execute the agreement.

Recommendation:

Thus, it is staff’s recommendation that the Committee of the Whole recommend to the Village Board authorization of the execution of the attached Agreement and payment of \$77,277.23 to COMCAST for the Relocation of Overhead Electrical Facilities on South Harrison Street, Washington Street, and Jefferson Street.



Revised Costs/Construction Invoice

Date: December 10, 2021
Project Category: Forced Relocate
City, State: Algonquin
Project Name: Harrison Street Beautification
Project Location: Harrison Street
Project Type: Forced Relocate

Invoice #: 20028
PO #:
Budget #: 61030
Business Unit/Division: Central Division
Region: Chicago
Entity: 632

Desired Start Date:

Expected Completion Date:

For Comcast:
Coordinator (Comcast): Nick Mihalka
Coordinator (Contractor): Ed Duda

Business Phone #:
Business Phone #: 847-626-8358
Business Phone #: 630-669-2687

For the Client:
Requested by: Gerald A. Hennelly
Company Name: Christopher B. Burke Engineering, Ltd
E-Mail: ghennelly@cbbel.com

Company Fax #: 847-939-5214
Company Phone #: 847-823-0500
Company Address: 9575 W. Higgins Road, Suite 600
City, State, Zip Rosemont, IL 60018

Summary Of Work : Provide Clear Detailed Information

Walk out, redesign, permit and relocate 2,832' of aerial to underground. Proof and pull thru 3,067' of conduit placed by others. Build and activate 3,067' of new coaxial underground cabl plant. Rebuild 41 commercial and residential service lines from aerial to underground. Reroute and replace 2,442' of 288-count fiber optic cable. Lash 1,557' of aerial fiber cable and proof and pull through 885' of conduit placed by others. Schedule and make 576 fiber splices at night. Deactivate 2'832 of aerial coaxial cable after customers are rolled over to newly placed underground. Wreck out all aerial after fiber cut over and customer roll are completed. Poles to be removed by others.

ENGINEERING FEES

Sub Total Engineering Fees \$ 624.69

INTERNAL LABOR COST

Sub Total Internal Labor \$ 2,368.40

CONTRACT LABOR COST

Sub Total Contract Labor \$ 57,101.74

MATERIAL COST

Total Cable & Material \$ 17,182.40

TOTAL PROJECT COST \$77,277.23

Prepared by: Nick Mihalka

Preparer's Title: Construction Specialist

Approved by: Robert L. Schulter, Jr.

Approver's Title: Director of Construction

Approver's Signature:

Date Approved: December 10, 2021

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: Developer/Representative/Owner

Acceptance Date:

Legal Business Name:

Business Address:

Contact Name:

Title:

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.
Attn: Bob Schulter
688 Industrial Drive
Elmhurst, IL 60126

Phone No.: 224-229-5861



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

**– M E M O R A N D U M –**

DATE: December 9, 2021

TO: Tim Schloneger, Village Manager  
Bob Mitchard, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: 2021/2022 Road Salt Purchase Request

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The road rock salt bids for this season has been awarded through Illinois Department of Transportation/Central Management Services. The IDOT/CMS bid was awarded to Compass Minerals America Incorporated out of Overland Park, Kansas.

The Village of Algonquin has reserved 3000 tons of rock salt at \$53.79 per ton. With this contract the Village has two options we must take a minimum of 80% or 2,400 tons of our 3000 tons, we can also go up to 120% or 3,600 tons.

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 rock salt purchase in the not to exceed amount of \$193,644.00 which would be our maximum of 120% or 3,600 tons of rock salt.

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

**VENDOR**

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 <sup>th</sup> St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

**STATE OF ILLINOIS**

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/22/21
Printed Name: Janél L. Forde, Director	
Official's Title: by Krysti Rinaldi, Agency Purchasing Officer	



**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

**Note:** Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

#### 1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. **Quantity Commitments:** All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where:           A = Adjustment factor  
                      B = Net weight shown on the delivery ticket from IWC1  
                      C = Net weight on the vehicle determined from  
                              independent weight check from IWC1

The adjustment factor will be applied as follows:  
Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 **Deductions:** The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

**Moisture Content:** Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

<b>Moisture Content (%)</b>	<b>Deduction in Price (Per Truckload)</b>
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

**Sodium Chloride (NACL) Content:** The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

#### 1.2.4 **Ordering**

1.2.4.1 **Order Placement:** Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31<sup>st</sup> of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30<sup>th</sup> of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ \_\_\_\_\_/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDavies, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

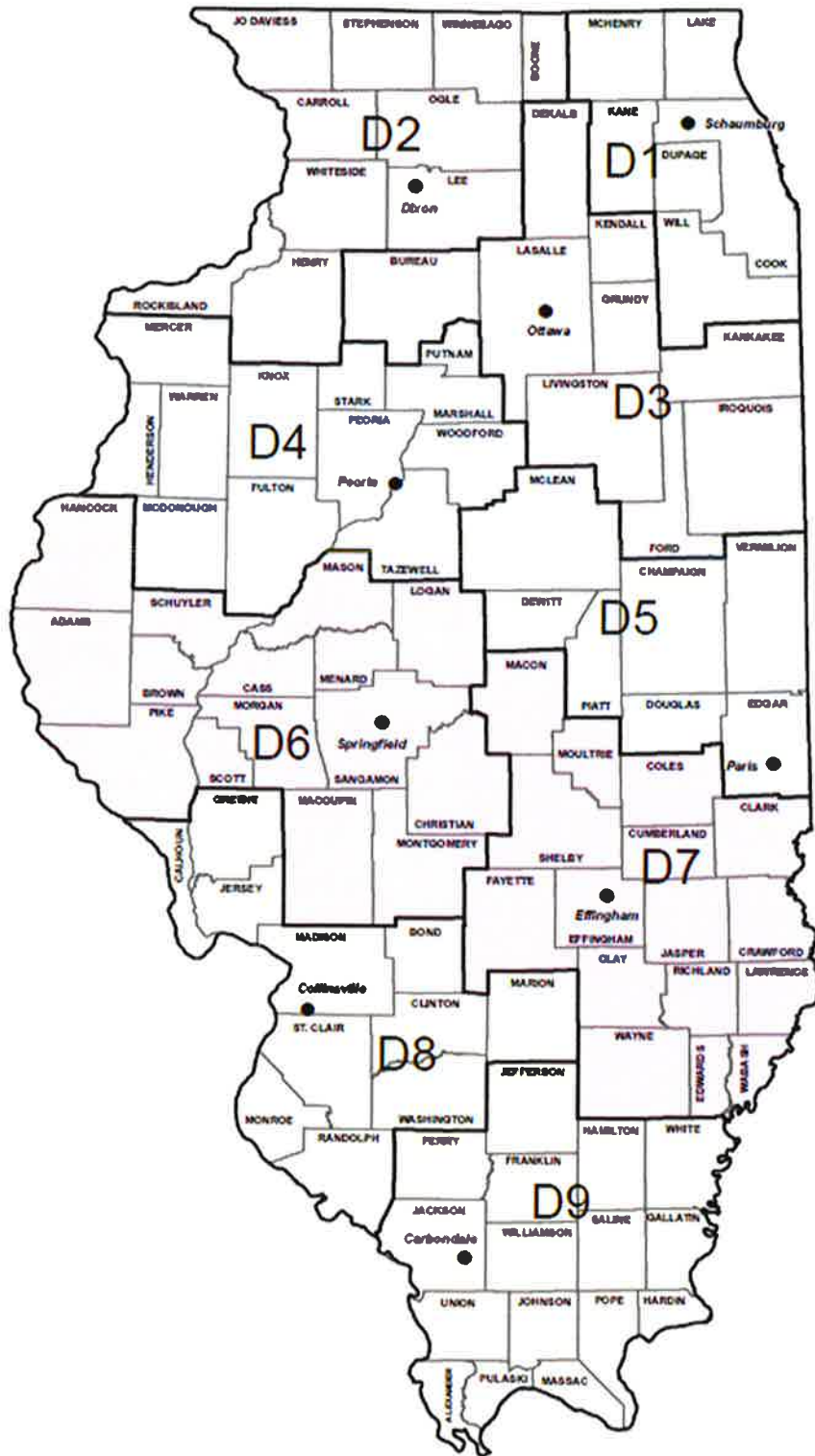
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.6. Map





For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

**1.3. MILESTONES AND DELIVERABLES:**

1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:  
[CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

**1.4. VENDOR / STAFF SPECIFICATIONS:**

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1<sup>st</sup>.
- b. 50% at all other Downstate Stockpile locations by December 1<sup>st</sup> and 100% by January 1<sup>st</sup>.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

## 1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

## 1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

## 1.7. SUCCESSOR VENDOR

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

## **2. PRICING**

### **2.1 FORMAT OF PRICING:**

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

**3. TERM AND TERMINATION**

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL: N/A**

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State’s written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,



in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

##### **4.1 PAYMENT TERMS AND CONDITIONS:**

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30<sup>th</sup> of every year. The report shall be attached and sent to the following email address: [CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).



## 5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.

5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

**COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.**

Illinois State Bid Subcontractors Totals for Handling and Hauling

Solicitation

21-416CMS-BOSS4-B-24795

CMP - Form 1.6.2

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
<b>Chicago, IL</b>				
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617	B
5 Star Hauling		\$800,000	14210 Kenton Ave, Crestwood, IL 60418	B
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071	B
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014	A
Truck King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago. IL 60632	B
<b>Keokuk, IA</b>				
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632	A
97 Grain and Trucking- dba Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455	B
<b>Commanche, IA</b>				
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730	A
ADM- Transport		\$370,000	4666 Faries Parkway Decatur, IL 62526	A
<b>Louisiana, MO</b>				
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353	B
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456	B
<b>Metropolis, IL</b>				
Kotter Ready Mix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960	B
Kotter Ready Mix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960	B
<b>Milwaukee, WI</b>				
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083	B
Portland		\$104,000	98 E Shore Drive, Random Lake, WI 53075	A
PJ's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150	B
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140	B
<b>Mt. Vernon, IN</b>				
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	B
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620	B
<b>St. Louis, MO (Beelman)</b>				
Beelman Terminal	\$472,000		210 Bremen Ave., Venice, IL 62090	B
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205	B
<b>St. Louis, MO (Oakley)</b>				
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353	B
George Potterfield Trucking		\$13,698	207 County Line Road, Monroe City, MO 63456	B
<b>Dubuque, Ia</b>				
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K
All Seasons Trucking		\$35,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K
<b>Rock Island, Il</b>				
Alter- Rock Island River Terminal	\$291,000		7th Ave MILI Street Rock Island, IL 61201	Subcontractor will submit Forms post bid
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804	Subcontractor will submit Forms post bid
<b>Henry - Middle River Marine</b>				
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537	A
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537	A
<b>Lemont - Middle River Marine</b>				
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439	A
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439	A
<b>Ottawa - Ottawa Barge Terminal</b>				
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350	A
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	A

\*All \$'s are subject to change based on contract award



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

**– M E M O R A N D U M –**

DATE: December 8, 2021

TO: Bob Mitchard, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent

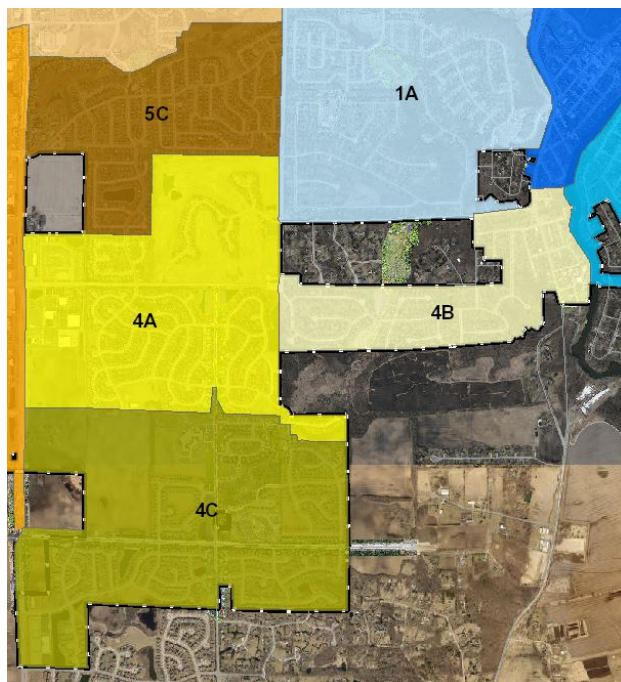
SUBJECT: Annual Tree Pruning Program Contract

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Attached is the proposal for the annual tree trimming program for the 2021 – 2022 season. This is an extension of the contract that was approved by the Board last year which had a clause to renew for an additional 2 years.

The Village started contracting tree pruning last season, due to time and intensity involved in this process. We are grateful for support in contracting this work. Performing this work keeps our 5 year pruning schedule on track, which keeps our liabilities and reactive work at bay.

The pruning schedule for this year includes zones 4A, 4B, 4C, and 5C as noted below; which includes the following subdivisions: Highlands of Algonquin, Tunbridge, Dawson Mill, High Hill Farms, Willoughby Farms, Stone Ridge, Creeks Crossing, Brittany Hills, Gaslight, and Fox River View.



Based on this experience the Village would like to renew our contract with Landscape Concepts. We believe we will get the best service from this contractor as they are already familiar with our requirements, and their proposal from last year included the option to renew for additional years.

Money for this service is budgeted in the General Services budget in the amount of \$150,000.00.

We are excited to begin another season of maintenance of this wonderful Village asset. Therefore, we recommend the Committee of The Whole take action to move this matter forward to the Village Board to award this work not to exceed \$150,000.00 to Landscape Concepts Management of Grayslake, IL. and further authorize the Village Manager or his designee to sign an extension to said contract for fiscal year 2022 – 2023.



# Village of Algonquin

The Gem of the Fox River Valley

## Proposal Form – Tree Pruning 2021-2022

Date: December 8, 2021

Firm Name, Address, and Phone Number: Landscape Concepts Management  
31745N Alleghany Rd  
Grayslake, IL 60030

Tree Size	Estimated Quantity	Unit Price	Total Price
0-6 Inches	2400	\$15.90	\$38,160.00
6-12 Inches	2500	\$20.70	\$51,750.00
12-18 Inches	1200	\$29.70	\$35,640.00
18-24 Inches	350	\$41.40	\$14,490.00
24-36 Inches	100	\$65.00	\$6,500.00
Greater than 36 Inches	20	\$165.00	\$3,300.00
	2021-22 total cost:		\$149,840.00



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

**– M E M O R A N D U M –**

DATE: December 16, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: High Hill Farms Phase 1&2 Engineering Amendment

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Recently, Public works staff had the kick off meeting with Strand & Associates regarding the engineering design for the High Hill subdivision street improvement project scheduled for construction in summer of 2022.

During this review several important items came up from staff that warrant some additions to the plan set. The majority of these involve much needed repairs and upgrades to High Hill park. These were identified in the Park Master Plan. In an effort to catch up on the disrepair of our existing park amenities, we would like to add them to this project since they involve the same type of construction that is will be part of the street improvement. These items are listed below:

1. High Hill Park north multi-use asphalt path removal and replacement
2. High Hill Park basketball court removal and replacement. Replace failed asphalt court with a new concrete court
3. High Hill Park south drinking fountain replacement and drainage corrections, playground flooding and parking lot drainage improvements
4. Relocation of High Hill Park sledding hill pipe culvert under the multi-use path improvements to alleviate safety hazard
5. Addition of sidewalk curb ramps at all the intersections as part of the street improvements
6. Addition of retaining wall at the end of Sussex lane (if needed / authorized)

A summary fee is below and attached.

1. Strand - \$47,802
2. CWA (topographical surveying) - \$19,511
3. Rubino (geotech for retaining wall at the end of Sussex Lane) - \$4,950
4. Total - \$72,263

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 an amendment to design services for High Hill Street Improvements to Strand & Associates for \$72,263.00

**VILLAGE OF ALGONQUIN PURCHASE ORDER AGREEMENT - CONSULTANT (Services)**

Effective Date:

Purchase Order Agreement No. N/A

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Services and Compensation and Schedule B - Insurance .**

No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: <b>Village of Algonquin, Professional Consulting Services For High Hills Road Imprv Engineering</b>	Location: Village of Algonquin
Originating Department: <b>Village of Algonquin Public Works</b>	
<b>Owner</b>	<b>Consultant</b>
<b>Village of Algonquin</b> <b>Address: 2200 Harnish Drive</b> <b>Algonquin, IL 60102</b> <b>Contact: Michele Zimmerman, Assistant Public Works Director</b> <b>Phone: 847-658-2754, ext. 4401</b> <b>Email: mzimmerman@algonquin.org</b>	<b>Name: Strand Associates, Inc.</b> <b>Address: 1170 S. Houbolt Road</b> <b>Joliet, IL 60431</b> <b>Contact: Marc Grigas</b> <b>Phone: 815-744-4200</b> <b>Email: marc.grigas@strand.com</b>

**PREVAILING WAGE NOTICE:** If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

**COST OF SERVICES:** The Contract Price of the Services under this Agreement is:

Lump Sum: \_\_\_\_\_  Other: \_\_\_\_\_ **X Unit Price as set forth below: \$187,848.33**

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$72,263.00	1	<b>Professional Consulting Services for Engineering Design</b>	\$72,263.00

Unless otherwise specified, the Scope of the Services and Contract Price are for the duration of Project.

**TERM/COMPLETION DATE:** The effective date of this Agreement shall be as stated at the top of this page. The completion date, if any, is June 30, 2022.

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

**Strand Associates, Inc.** \_\_\_\_\_ (Consultant):

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Dated: \_\_\_\_\_



**VILLAGE OF ALGONQUIN  
STANDARD TERMS AND CONDITIONS - CONSULTANT**

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Services hereunder, and in any event, shall be deemed accepted in its entirety by Consultant unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Qualifications:** Consultant represents to the Owner that it is fully experienced and properly qualified to perform the Services provided for herein, and that it is properly equipped, organized and financed to handle such Services. Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any negligent act or representations of Consultant, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant is solely responsible for its own and its employees' activities in the performance of the services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Consultant's, or Consultant's consultant's, safety on or about the jobsite.
- 5. Amendments:** No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant shall have received a written amendment to this Agreement authorizing such performance signed on behalf of the Owner and Consultant by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect Services performed or furnished by Consultant. Notwithstanding any prior inspection or payment, Services are subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the written mutual consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Consultant in accordance with **Schedule A** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written amendment executed by the Owner. Consultant shall invoice Owner monthly on an hourly rate basis plus expenses as set forth in the attached Schedule A. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule A. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule A the terms of Schedule A take precedence.
- 9. Consultant Obligations:** Consultant will perform the services included in the Scope of Services (Schedule A) in accordance with the standard of care and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All services performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.

**10. Insurance:**

**10.1** Consultant shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its services and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its applicable insurance policies for Consultant operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule B** (Village of Algonquin Purchase Order **Insurance Requirements**) attached to this Agreement. Consultant shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if requested by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

**10.2** Breach of this Section 10 is a material breach of this Agreement and shall subject this Agreement to immediate termination by Owner at Owner's discretion.

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

**12. Termination; Force Majeure:** In the event of a termination pursuant to the terms of this Agreement, Consultant shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant be entitled to any additional compensation or damages in connection with a termination hereunder. Neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

**13. Remedies:** Consultant shall, at the discretion of the Owner and at the expense of Consultant, undertake or re-do any services furnished or performed by Consultant that are not in accordance with the standard of care. In the event Consultant fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing or obtaining such re-do services, and reasonable attorneys' fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

**14. Compliance with Laws:** During the performance hereunder, Consultant agrees to give all notices and comply with all laws and regulations of the United States and/or the State of Illinois applicable to the performance of the Services, including but not limited to those laws and regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

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

**16. Records, Reports and Information:** Consultant agrees to furnish Owner with reports and information regarding the services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant and the results thereof. Consultant agrees to maintain records, documents, and other evidence which will accurately show the time spent and services performed under this Agreement for a minimum period of three (3) years after completion of the services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant on a mutually agreed date and time.

17. **Tobacco Use:** Consultant, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. **Assignment:** Neither party shall assign this Agreement without written consent of the other.

19. **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 subagreement is intended to give rise to recognize any third-party beneficiary to this Agreement.

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

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

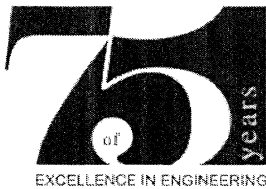
**SCHEDULE A to Village of Algonquin**  
Purchase Order Agreement No. \_\_\_\_\_

**Scope of Services and Compensation**

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VOA: \_\_\_\_\_

EEL: \_\_\_\_\_



December 16, 2021

Mr. Robert G. Mitchard, P.E., Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

Re: Amendment No. 1 to the Engineering Services Proposal dated July 28, 2021  
High Hills Subdivision Roadway Improvements

Dear Mr. Mitchard:

This is Amendment No. 1 to the referenced Proposal.

Under **Project Understanding**, ADD the following:

“The following additional services are proposed to be a part of the High Hill Subdivision Roadway Improvements for the following additional project elements. The bike path in High Hill North Park will be removed and replaced from Kirkland Avenue to the existing basketball court. The existing basketball court will be removed and replaced. Various improvements will be designed for the High Hill South Park including concrete pad replacement under the pavilion, a new drinking water fountain, added closed drainage system for the parking lot, and up to five replacement benches. The existing pipe culvert under the bike path north of the High Hill North Park will be removed, realigned, and replaced in kind.”

Under **Scope of Services**,

Topographical Survey,

Item No. 2.b., CHANGE 22 to “28.”

Item No. 2.c., CHANGE 21 to “23.”

Item No. 2.d., CHANGE 46 to “84.”

ADD the following:

“g. Provide topographical survey of the following:

- (1) High Hill North Park multiuse path from Kirkland Avenue to the basketball court.
- (2) High Hill North Park basketball court.
- (3) High Hill South Park parking lot, bike path, and paved concrete pad under pavilion.
- (4) Pipe culvert under bike path north of High Hill South Park.

Mr. Robert G. Mitchard, P.E., Public Works Director  
 Village of Algonquin  
 Page 2  
 December 16, 2021

Geotechnical Engineering, number the existing item and ADD the following:

- “2. Perform two soil borings up to 30 feet or to cone penetrometer refusal (whichever is shallower).
- 3. Prepare geotechnical report with geotechnical engineering recommendations for one retaining wall up to seven feet high and 100 feet long at the end of the Sussex Lane cul-de-sac.”

Preliminary Design,

Item No. 3, CHANGE 46 to “61.”

ADD the following:

- “5. Design 600 feet of replacement bike path in High Hill North Park from Kirkland Avenue to the existing basketball court.
- 6. Design the removal and replacement of the basketball ball court to the existing dimensions with concrete court in High Hill North Park. Replace two benches, two basketball hoop poles, foundations, backboards, and rims.
- 7. Design modifications to High Hill South Park including a closed drainage system for the parking lot, removal and replacement of the concrete pad under the pavilion, replacement of up to five benches, addition of one new water fountain that will connect to existing water service, rerouting of underdrain under the concrete pad, and abandonment of two existing vaults in the concrete pad.
- 8. Design for removal and replacement of existing pipe culvert under the bike path and up to 100 feet of path north of High Hill North Park. Design grading to new location of upstream end of pipe culvert. Design calculations for sizing the pipe culvert will not be performed and the size will be replaced in kind, as directed by Owner.

Drawings, REPLACE Item No. 1 in its entirety with the following,

- “1. Provide the following drawings:

Drawing Name	No. of Drawings
Cover Drawing and Index of Drawings	1
General Notes and Standards	1
Summary of Quantities	1
Typical Sections	2
Schedule of Quantities	4
Alignment, Ties, and Benchmarks	5
Existing Conditions, Removal, and Utility Plan Drawings	19
Proposed Roadway Plan	17
Bike Path Plan and Profile	4
Sidewalk Curb Ramp Details (two corners per sheet)	31
Sussex Lane Cul-De-Sac Pavement Details	1
Sussex Lane Retaining Wall Details	1

Mr. Robert G. Mitchard, P.E., Public Works Director  
Village of Algonquin  
Page 3  
December 16, 2021

Drawing Name	No. of Drawings
High Hill North Park Basketball Court Plan	2
High Hill South Park Plan	2
High Hill South Park Bike Path and Pipe Culvert Plan	2
Owner Details	8
IDOT District One Details	5
Bike Path Cross Sections	23 cross sections

Owner's Responsibilities, ADD the following:

"5. Provide each type of park bench, water fountain, and basketball hoop post, backboard, and rim."


Under **Service Elements Not Included**, REPLACE Item No. 5 in its entirety with the following:

"5. Geotechnical Engineering: Geotechnical engineering information not related to the retaining wall at the Sussex Lane cul-de-sac shall be provided through Owner and Owner's geotechnical consultant. "

Under **Compensation**, CHANGE \$187,848.33 to "\$260,111.33."

Sincerely,

STRAND ASSOCIATES, INC.®



Marc A. Grigas, P.E.

## SCHEDULE B to Village of Algonquin

### Insurance Requirements – Consultant Services

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#### Required Insurance:

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

1. **Workers Compensation.** Consultant shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Consultant shall provide commercial general liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of the Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. This insurance, including insurance provided under a commercial umbrella policy, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner.
  - a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to the Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Consultant shall provide the Owner with immediate notice of any cancellation. Consultant shall provide evidence of such insurance, in the form of an insurance certificate, prior to commencement of the Work or services under this Agreement.
  - b. Additional Insured. Such insurance shall name the Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
  - c. Waiver of Subrogation. Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement. Consultant shall obtain a subrogation waiver in favor of the Owner from its insurer.
  - d. Continuing CGL Coverage. Consultant shall maintain commercial general liability insurance for at least three (3) years following the earlier termination or the completion of this Agreement or the completion of the Work or services under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Consultant shall provide business auto liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Consultant this Agreement or under any applicable auto physical damage coverage.
4. **Professional Liability Insurance.** Consultant shall obtain professional liability insurance for claims arising from its performance of professional services under this Agreement, which shall be written for not



less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate. Such insurance shall include prior acts coverage sufficient to cover all services rendered by the Consultant's sub-consultants. This coverage shall be continued in effect for two years after the completion of its services.

**Evidence of Insurance.**

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

**General Insurance Provisions**

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

VOA: \_\_\_\_\_

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