

AGENDA
COMMITTEE OF THE WHOLE
February 8, 2022
2200 Harnish Drive
Village Board Room
7:30 P.M.

Trustee Brehmer- Chairperson
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
Trustee Smith
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 a Special Event and Event Liquor Permit for the Algonquin-Lake in the Hills Chamber of Commerce Old Town Wine Walk
4. **General Administration**
 - A. Consider an Amendment to Chapter 33 Adding Additional A-1 Liquor Licenses and Removing a Class G License
 - B. Consider Designation of Depositories for Funds and Other Public Monies in the Custody of the Village of Algonquin
 - C. Consider a Resolution Approving and Authorizing Execution of an Agreement to Enter National Opioids Settlement Class Action Litigation
 - D. Consider an Agreement with SPEAR Corporation for the Pool Pump and Motor VFD Replacement
5. **Public Works & Safety**
 - A. Consider an Agreement with Baxter Woodman for the Ratt Creek Reach 5 Streambank Restoration Project
 - B. Consider an Agreement with Resource Environmental Solutions for the Construction Management Services for the Ratt Creek Reach 5 Streambank Restoration Project
 - C. Consider an Agreement with Moore Landscapes for the 2022 Downtown Flowers and Maintenance Contract
 - D. Consider an Agreement with Huffman Landscaping for the 2022 Tree Planting Project
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

-MEMORANDUM-

Date: February 3, 2022

TO: Committee of the Whole

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

RE: Consideration for Algonquin/Lake in the Hills Chamber of Commerce - Wine Walk Public Event/Entertainment License – April 23, 2022/October 15, 2022

Attached is a permit application for a Public Event/Entertainment License for the Algonquin/ Lake in the Hills Chamber of Commerce Wine Walk planned for April 23, 2022, and October 15, 2022. These events will occur in Downtown Algonquin where participating businesses will serve small portions of wine inside of their establishment to ticketed participants. These two events have the purpose of bringing attention to downtown businesses where participants of the events are likely to visit a business they may not have visited previously. Set up for the two events will begin at noon and the events will occur between 2 pm to 5 pm. The events will also feature a DJ in the Plaza that will require electricity and existing public parking will be utilized.

The event fee will be \$50 per participant and will be capped at 150 participants. Participants will receive a wristband and wine glass for the event. All proceeds will go back to the Chamber so they can continue to enhance the community through events and education. The Algonquin/ Lake in the Hills Chamber of Commerce is also requesting that all permit fees be waived for these two events.

Below are the recommended conditions of approval for the event and the Public Event License for consideration by the Committee of the Whole:

1. This Special Event Permit shall be visible at all times;
2. Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code or other conditions;

3. Parking is not permitted on grass or sidewalks at any time, all parking shall be on paved surfaces approved for such use. Keep all fire hydrants clear and accessible by fire equipment;
4. Temporary and directional signs are permitted, in accordance with Village code or at the discretion of the Community Development Director;
5. The organizers shall follow all IDPH and CDC guidelines for the event;
6. All garbage/debris from the event will be cleaned up and disposed of by the permittee;
7. The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
8. A Public Event Liquor Permit to sell alcoholic liquor shall be obtained from the Village Liquor Commissioners;
9. The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
10. Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
11. The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
12. Prior to commencing any of the activities approved by the public event permit, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
13. The coordinator shall notify the Village of any changes in location or operations, which may be subject to further review and approval by the Village;



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dcalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Algonquin Wine Walk

Sponsoring Organization:
 Name: Algonquin/LTH Chamber Contact Name: Janie Griffiths
 Address: 2000 Harnish
 City, State, ZIP: Algonquin IL 60102
 Phone: 847 658 5300 Email: griffithsj@alchamber.com

Event Coordinator:
 Name: Janie Griffiths
 Home Address: [REDACTED]
 City, State, ZIP: Algonquin IL 60102
 Phone: [REDACTED] Email: [REDACTED]

Event Information:
 Describe the Nature of the Event: To bring attention to downtown businesses while shopping and wine tasting

New Event Repeat Event If repeat, will anything be different this year? _____

Event Address: Main Street, Downtown Algonquin
 Date(s) and Time(s) of the Event: April 23, 2022 October 15, 2022
 Rain Date(s), if applicable: _____
 Set-Up Date/Time: April 23, 2022 12 p.m. / October 15, 2022 12 p.m.
 Maximum Number of Attendees/Participants Expected: 150
 Admission Fee: Yes No If Yes, list fee(s) to be charged: \$50 per person
 How will the revenue be used (include donations to non-profit or charitable organizations):
To enhance the business comm thru. events + education

Event Website: www.alchamber.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: _____

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: _____

Will there be a need for road closures? Yes _____ No If Yes, please explain: _____

Are you requesting Algonquin Police Officer(s) presence? Yes _____ No If Yes, to perform what function? _____

Do you want a fire truck or ambulance present? Yes _____ No If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes _____ No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes No _____

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No _____ If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No _____
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

DJ - Q!
Sat April 23 2-5 p.m.
No Stage

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

NO

Do you plan on holding a raffle during this event? Yes _____ No X
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Jamie Griffiths

On-site contact's cell number: _____

On-site contact's work number: _____

On-site contact's home number: _____

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Jamie Griffiths
Signature of Applicant

1-31-2022
Date

Jamie Griffiths
Printed Name of Applicant

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or any of its employees, representatives, subcontractors or agents.

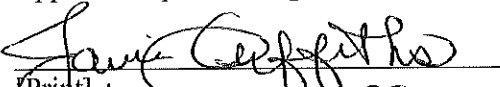
The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee: _____

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: 
 (Print) Jamie Griffiths
 [Signature]

Date: 1-31-2002



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2022

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

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

PRODUCER BRAZELTON INS GROUP INC 115 N MAIN ST STE 101 ALGONQUIN, IL 60102	CONTACT NAME:		
	PHONE (A/C. No. Ext.): (224) 333-2241	FAX (A/C. No. Ext.): (224) 333-2521	
E-MAIL ADDRESS:			
INSURED ALGONQUIN LAKE IN THE HILLS CHAMBER OF COMMERCE 2200 HARNISH DR ALGONQUIN, IL 60102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
	INSURER B : FARMINGTON CASUALTY COMPANY		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			68G-6N909396-22-42	01/17/2022	01/17/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
	<input checked="" type="checkbox"/> HIRED AUTO						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> NON OWNED AUTO						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	UB-6N985995-22-42	01/17/2022	01/17/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE- EA EMPLOYEE	\$500,000
							E.L. DISEASE -- POLICY LIMIT	\$500,000
							\$	
							\$	
							\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ALGONQUIN LAKE IN THE HILLS CHAMBER OF COMMERCE 2200 HARNISH DR ALGONQUIN, IL 60102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE

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January 31, 2022

Liquor Commissioner

Dear Debby Sosine,

We are applying for a Liquor Permit for the Algonquin Downtown Wine Walk, scheduled for Saturday, April 23, 2022. We are asking that the \$25 fee be waived for each location since we are a non-profit and the revenue earned goes right back into the community. Anyone serving wine at the businesses will also be Basset certified.

Thank you for the opportunity to help promote downtown Algonquin.

Sincerely,

Jamie Griffiths
President

Algonquin/Lake in the Hills
Chamber of Commerce

Title	Street No	Street Name	Contact	Phone	E-Mail
Algonquin Preschool Inc	109	Washington St	Lisa Cotugno and Jeffifer Hedmark		
Victorian Rose Garden Bed and Breakfast	314	Washington St	Sherry Brewer, Owner		
Bold American Fare	8	South Main Street	Greg Geigel		
Bobbi Rose Photography	122	Main St S			
Coco Kay Boutique	102	Main St S	Victoria Kay Rodriguez		
Fishman Miller PC	210	Main St S	Anne Miller		
Whisky and Wine	103	Main St S	Greg Geigel		
Fine Detailed Photography	122	Main St S	Samantha Benson		
Ashley Rufino Photogaphy	124	Main St S	Ashley Rufino		
Swedish Ivy	303	Main St S	Kimbr-Lee Nestelberger		
Bullseye Pub & Eatery	119	Main St S	Dan Bowman		
Cattlemans Burger and Brew	205	Main St S	Angelic Sutton		
Looks by EMA	214	Main St S	Errin Austin		
The Black Bear Bistro	107	Main St S	Santiago & Estela Suarez		
Riverbottom Coffee & Ice Cream Co.	301	Main St S	Robert Novak		
Catara Med Spa	308	Main St S	Catherine Neuhalphen		
Historic Village Hall	2	Main St S	Village of Algonquin		
Bella Vita Salon and Day Spa	321	Main St S	Jacque Kacena		
Farmers Insurance, Loretta Ingham Agency	128	Main St S	Loretta Ingham, owner		
Melt Pilates and Hot Yoga	123	Main St S	Shannon Tampa, owner		
Creekside Tap	7	Main St S	Valerie Wood-Hellyer, owner		
Precision Eye Care	204	Main St S	Tim Beyer and Joe Morfoot		
Dr. Bruce A Rohner DDS	1203	Main St S	Bruce Rohner, DDS		
Anthony's Barber Shop	150	Main St S	Anthony Orlandino, owner		
Gold and Jewelry Direct	130	Main St S	Aneta Kraus		
Doerner Jewelers / Diamond Girl Boutique	115	Main St S	Gabriele Reego & Michael Doerner, Sr.		
Bella's Short Stack	208	Main St S	Amanda, Manager		
Allstate Insurance Agency	1205	Main St S	Todd Cornwell, Agency Owner		
Cassandra Strings	215	Main St S	Cassandra Thuneman, Owner		
Cucina Bella	220	Main St S	Anthony Arum		
Prima Medical Spa	1	Main St N Suite F	Tadj Macier		
Brazelton Insurance Group, Inc	115	Main St N Suite 101	Scot Brazelton		
The Texan Barbeque	101	Main St N	Rochelle Raddatz, Owner		
Clock Tower Cupcakes	123	Harrison St S	Donna and Ken Stratton		
Mega Home Improvement	427	Harrison St S	Deidra Busch, Sales and Marketing		



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: January 25, 2022

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance increases the number of available Class A-1 liquor licenses by two. This change is the result of requests from:

- Antigua Mexican Brunch & Grill, Inc., a new restaurant located at 2160 Lake Cook Road, Algonquin (the former Mandille's) has requested a Class A-1 Liquor License. This would allow patrons to purchase alcoholic liquor for consumption on and packaged alcohol for off premise consumption.
- RARE Hospitality International, Inc. d/b/a LongHorn Steakhouse a new restaurant located at 1521 S. Randall Road, Algonquin (the former Famous Dave's & Sapporo Tanoshii) has requested a Class A-1 Liquor License. This would allow patrons to purchase alcoholic liquor for consumption on and packaged alcohol for off premise consumption.
- Coco Nail Bar, 234 S. Randall Road, Algonquin, following a Health Department inspection, has relinquished their Class G liquor license.

Staff recommends increasing the number of available Class A-1 liquor licenses by two to accommodate the request from Antigua Mexican Brunch & Grill, Inc. and RARE Hospitality International, Inc. d/b/a LongHorn Steakhouse. Also, decrease the number of Class G liquor license by one as Coco Nail Bar no longer holds their license.

Attachment

ORDINANCE NO. 2022 - O - ____
An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code

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: Section 33.07-B, Paragraphs 2 and 15 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

1. Twenty-six Class A-1 licenses at any one time.
15. Zero Class G license at one time.

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 February ____, 2022, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____
Approved: _____
Published: _____



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: January 18, 2022

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager/Village Treasurer

SUBJECT: *Authorizing Financial Institutions as Designated Depositories*

As part of its treasury management activities, the Village maintains several bank and investment accounts at multiple financial institutions. The Village Board, from time to time, shall designate depositories in which the funds and moneys belonging to the Village, in the custody of the Village Treasurer, and also all moneys collected by the Village, shall be kept. Attached is a Resolution listing the eight (8) banks and financial institutions the Village is actively engaged with.

Recommendation

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on March 1, 2022.

C: Susan Skillman, Comptroller/Deputy Village Treasurer
Amanda Lichtenberger, Accountant/Deputy Village Treasurer

RESOLUTION NO. 2022-R-_____

**DESIGNATION OF DEPOSITORIES FOR FUNDS AND OTHER PUBLIC MONIES
IN THE CUSTODY OF THE VILLAGE OF ALGONQUIN**

WHEREAS, the investment of municipal funds is governed by the Public Funds Investment Act, 30 ILCS 235; and

WHEREAS, the Village of Algonquin (“Village”) has established an investment policy to further guide investment activities to achieve safety, liquidity, and yield-rate of annual return; and

WHEREAS, Public Funds Investment Act calls for the designation of depositories for fund and other public monies in the custody of the Village and sets certain requirements to be followed by financial institutions so designated; and

WHEREAS, the Village Treasurer requests the Board of Trustees to designate banks or other financial institutions, including brokered investments, in which the funds and monies of the Village may be deposited.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois that the following named banks and other financial institutions are hereby designated as depositories for fund and other public monies in the custody of the Village:

- ALGONQUIN STATE BANK, N.A.
- BANK OF NEW YORK MELLON CORPORATION
- CHARLES SCHWAB CORPORATION
- HOME STATE BANCORP, INC
- ILLINOIS FUNDS
- ILLINOIS INSTITUTIONAL INVESTORS TRUST FUND
- ILLINOIS METROPOLITAN INVESTMENT FUND
- JP MORGAN CHASE BANK, N.A.

BE IT FURTHER RESOLVED, before any funds are deposited into any of the designated depositories, a copy of the aforesaid financial statements of the depository will be placed on file.

PASSED AND APPROVED, by the Board of Trustees for the Village of Algonquin the _____ day of _____ 2022.

Aye:
Nay:
Absent:
Abstain:

APPROVED:

(SEAL)

Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN, ILLINOIS

2022 - R - ____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO ENTER NATINAL OPIOID SETTLEMENT CLASS ACTION LITIGATION

WHEREAS, various states and local governments are party Plaintiffs in federal litigation against various pharmaceutical manufacturers and distributors (collectively “Defendants”) regarding the national opioid crisis; and

WHEREAS, the Village of Algonquin (the “Village”) and its residents have suffered harm as a result of the opioid crisis; and

WHEREAS, on July 21, 2021, a National Opioids Settlement (“Settlement”) was proposed, to resolve all opioid litigations brought by the State and local governments against said Defendants; and

WHEREAS, the Settlement, if agreed and adopted, will, among other things, provide substantial funds to states and local governments for abatement of the opioids epidemic in their respective communities; and

WHEREAS; in order to participate in the Settlement, the Village is required to register, execute and submit certain documentation to be considered a “participating” governmental entity within a limited timeframe, specifically by January 26, 2022; and

WHEREAS, the Village President and Board of Trustees, pursuant to the Village’s home rule powers and all other powers provided to it by Article VII, Section 6 of the Constitution of the State of Illinois, and all other statutory authority, have determined that it is in the best interest of the Village and its residents to execute all documents necessary to allow it to participate in the National Opioid Settlement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, Kane and McHenry Counties as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: EXECUTION OF DOCUMENTS. The Village Manager is hereby authorized and directed to execute and attest, on behalf of the Village, all necessary agreements and forms, to allow the Village to participate in the National Opioid Settlement, and other documents related thereto, upon receipt by the Village Clerk. To the extent that such execution has occurred prior to the date of this Resolution, such prior execution is hereby recognized and ratified to have been valid as of the date of execution by the Village Manager or his designee.

SECTION 3: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Passed this ____ day of _____, 2022.

(SEAL)

ATTEST:

APPROVED:

Village Clerk Fred Martin

Village President Debby Sosine



Village of Algonquin
The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager

FROM: Katie Gock, Recreation Superintendent
Mike Reif, Internal Services Supervisor

DATE: February 2, 2022

SUBJECT: Lions Armstrong Memorial Pool Pump, Motor, and VFD Replacement

This memo is to request approval for Lions Armstrong Memorial Pool pump, motor, and variable frequency drive (VFD) replacement scheduled for the fiscal year ending 2023 budget. These items have reached the end of their useful life and need replacement.

Due to the nature of this equipment, and the current supply chain issues, there is a significant lead-time for production. As such, time is of the essence to order and install this equipment, coordinating with the 2022 summer pool schedule.

The replacement estimates provided by SPEAR Corporation will also include engineer drawings and Illinois Department of Public Health permits which will also need additional lead-time.

Cost Estimate:

Pump and Motor:	\$24,904.88
VFD and Flow Meters:	\$13,009.34
Total Replacement Cost:	\$37,914.22

Recommendation

Staff recommends approval so production can be started and the needed equipment can be installed prior to the start of the 2022 pool season. Please confirm this recommendation so that this project can move forward.

C: Michael Kumbera, Assistant Village Manager

SPEAR

CORPORATION

12966 N County Road 50 W
 Roachdale, IN 46172
 765-522-1126
 orders@spearcorp.com

Estimate

Date	1/28/2022
Account #	VIL001
Quote #	204058
Valid Through	2/27/2022

Name / Address
Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Ship To
Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Customer PO#	Terms	Ship Via	Salesperson
	Net 30	Spear	CB

Item	Description
Katie Gock	Katie Gock E: katiegock@algonquin.org O: 847-458-7677 M: F:
Custom	25 HP Aurora Recirculation Pump 3x4x13.5 - 284-326 JM
LABOR	LABOR
ZONE 7	TRIP CHARGE ZONE 7
Custom	1000-6463 Neptune Benson 8x4 SS Strainer
800-060	PVC, Pipe Sch80 6 in
800-080	PVC, Pipe Sch80 8 in
806-060	PVC, Elbow-90 S Sch80 6 in
806-080	PVC, Elbow-90 S Sch80 8 in
CVXXK0800	Valves, Metraflex Wafer Split Disc Check Vlve 8 in
854-060HD	PVC, Flange Van Stone HD S Sch80 6 in
854-080HD	PVC, Flange Van Stone HD S Sch80 8 in
154700060	Gaskets, 6 in
154700080	Gaskets, 8 in
829-060	PVC, Coupler S Sch80 6 in
1728085	Valves, Asahi BF PVC with Lever 8 in
0800-851-1	Valves, Pratt Flexible Disc Check Valve 8"
MISC MATERIALS	Misc. materials for boltpaks, glue, primer, couplers
1000-6208	Valves, Reducer Concentric SS 6 inx3 in
FREIGHT & DELIVERY FEES & PERMITS	FREIGHT & DELIVERY IDPH Permit Application & Engineer Drawing

THIS IS NOT AN INVOICE	Sales Tax	\$0.00
	Total	\$24,904.88

Thank you for choosing Spear Corporation.

SPEAR

CORPORATION

12966 N County Road 50 W
Roachdale, IN 46172
765-522-1126
orders@spearcorp.com

Estimate

Date	1/28/2022
Account #	VIL001
Quote #	204240
Valid Through	2/27/2022

Name / Address
Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Ship To
Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Customer PO#	Terms Net 30	Ship Via	Salesperson CB
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Item	Description
Katie Gock	Katie Gock E: katiegock@algonquin.org O: 847-458-7677 M: F:
Custom	25 HP, 220-240/3V, ACH580-BDR-075A-2+B056 UL Type 12 enclosure drive with bypass and disconnect Current lead time 4-6 week build
3-2551-P1-12	Flowmeters, Signet Magmeter
3-9900-1	Flowmeters, Signet Mag Display
LABOR	LABOR
ZONE 4	TRIP CHARGE ZONE 4
INSTALLATION MATERIALS	Install boltpaks, anchors, paneling and wire for VFD
Notes	*Electrical is excluded. Please have electrician available to re-route conduit and wire in new VFD.

THIS IS NOT AN INVOICE	Sales Tax	\$0.00
	Total	\$13,009.34

Thank you for choosing Spear Corporation.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: January 26, 2022

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

FROM: Robert Mitchard, Public Works Director

SUBJECT: Ratt Creek Reach 5 Streambank Restoration

The Bid opening for the Ratt Creek Reach 5 Streambank Restoration project was held December 28, 2021 at 10:00 a.m. The plan consists of pulling back the creek banks, installing emergent and prairie plantings to reinforce the creek bed as well as the side slopes, dredging of deposited silt material upstream of the High Hill Dam, and bioengineering measures such as riffles and cross-vanes in the creek channel along with boulder placement, and all necessary restoration. This project was also approved for an Illinois Environmental Protection Agency 319 Water Quality Grant which will fund 60% of the project.

Four (4) bids were received and have been summarized below.

<u>Engineer's Estimate</u>	<u>\$1,550,761.08</u>
Baxter & Woodman	\$778,841.90
EnCap	\$946,760.80
Semper Fi	\$1,017,144.14
V3`	\$1,057,000.00

The bid was reviewed by Resource Environmental Solutions and the Village of Algonquin staff and both recommend Baxter & Woodman for this project. The bid from Baxter & Woodman contains all the elements required within the bidding documents and they are currently constructing the Randall Road Wetland project with no issues. The approved budget of \$1,300,000.00, located within the Street Improvement Fund, is sufficient to fund this project. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this contract with Baxter & Woodman on to the full Board of Trustees for approval in the amount of \$778,841.90.

4.0	SPLIT RAIL FENCE	787	FT	\$12.50	\$9,837.50	22.50	17,707.50	\$30.45	\$23,964.15	\$23.50	\$18,494.50
4.1	MESIC PRAIRIE SEEDING	3.76	AC	\$1,750	\$6,580	\$2,650	\$9,964	\$4,000	\$15,040	\$3,600	\$13,536
4.2	FLOODPLAIN PRAIRIE SEEDING	3.58	AC	\$1,750	\$6,265	\$2,875	\$10,292.50	\$4,400	\$15,752	\$4,930	\$17,649.40
4.3	SAVANNA SEEDING	2.55	AC	\$2,000	\$5,100	\$4,850	\$12,367.50	\$7,200	\$18,360	\$7,860	\$20,043
4.4	WET PRAIRIE SEEDING	1.95	AC	\$2,050.00	\$3,997.50	\$2,850	\$5,557.50	\$4,100	\$7,995	\$4,900	\$9,555
4.5	WET PRAIRIE/EMERGENT PLANT PLUGS	5300	EA	\$4.30	\$22,790	\$5	\$26,500	\$5.00	\$26,500	\$5	\$26,500
4.6	TURF SEED (4' MOW EDGE)	6220	SF	\$0.25	\$1,555	\$0.50	\$3,110	\$0.80	\$4,976	\$0.25	\$1,555
4.7	DECIDUOUS TREE PLANTING & TREE TRUNK PROTECTION (2.5 CAL)	27	EA	\$600	\$16,200	\$625	\$16,875	\$630	\$17,010	\$740	\$19,980
4.8	EVERGREEN TREE PLANTING - WHITE FIR	9	EA	\$650	\$5,850	\$625	\$5,625	\$920	\$8,280	\$675	\$6,075
4.9	EVERGREEN TREE PLANTING - NORWAY SPRUCE	9	EA	\$650	\$5,850	\$575	\$5,175	\$800	\$7,200	\$675	\$6,075
4.10	EVERGREEN TREE PLANTING - TECHNY ARBORVITAE	48	EA	\$500	\$24,000	\$525	\$25,200	\$740	\$35,520	\$315	\$15,120
5	MANAGEMENT OF PLANTINGS (ALL ZONES, 3 YEARS)	11.99	AC	\$5,000	\$59,950	\$5,000	\$59,950	\$4,800	\$57,552	\$4,000	\$47,960
TOTAL					\$778,841.90		\$946,760.80		\$1,057,000		\$1,017,144.14

CONTRACT AGREEMENT

THIS AGREEMENT, executed this _____ day of _____ in the year 2022, herein referred to as the "**AGREEMENT**" by and between the **Village of Algonquin, Illinois**, party of the first part and **Baxter & Woodman Natural Resources LLC** party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself or his heirs, executors, administrators, successors and assigns, as follows:

Ratt Creek Reach 5 Streambank Restoration

In the amount of \$778,841.90

CA.1 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the part of the first part above designated.

The word "Contractor" shall mean the party of the second part above designated.

The word "Engineer" shall mean that person or firm duly appointed by the Owner to undertake the duties and power herein assigned to the Engineer, acting either directly or through duly authorized representatives.

The words "herein", hereinafter", "hereunder" and words of like import shall be deemed to refer to the Contract Documents.

CA.2 THE CONTRACT DOCUMENTS

The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor's BID as accepted by the Owner, the SPECIFICATIONS, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contractor".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

CA. 3 OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things (except as otherwise expressly provided herein) necessary and as herein

specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents. ("the Work")

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specification, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the Drawing and the specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. The Contractor covenants with the Owner to furnish his best skill and judgment and to cooperate with the Engineer in furthering the interests of the Owner.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchman, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the Indemnities (as that term is definition Table A hereto) and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees and expenses, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his subcontractors, the Owner, the Engineer or any of their respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits, and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work or the nature of the land (including but not limited to subsurface conditions) in or under on which the Work is done being different from indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other cause.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the contractor shall continue to be liable for the damaged cause.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants, and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such contractor or contractors, the Contractor shall no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other contractors or subcontractor.

If any other contractor or any subcontractor of any such other contract of any such other contractor shall suffer claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agree to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, suits, proceeding, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees and expenses, arising out of relating, to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

The Contractor recognizes and acknowledges the right of the Owner through its representative, the Engineer, is to issue a written notice to stop work on any or all portion or portions of the Work if corrective action satisfactory to the Owner and Engineer has not been initiated with 48 hours after written notification is given to the Contractor's superintendent that the Work is not proceeding in conformance with the requirements of the Contract Documents. Exercise of this right by the Owner shall not form the basis for any claim by the Contractor for direct or indirect liability or cost against the Owner or the Engineer.

CA. 4 AUTHORITY OF THE ENGINEER

The Engineer shall be the sole judge of the intent and meaning of the drawing and specification and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

The Engineer shall be the Owner's representative during the life of the contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work,

materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract. No work may be done by the Contractor when the Engineer is absent from the construction site unless Engineer has authorized such work.

CA. 5 SUPERVISION OF WORK

The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to supply such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies, and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

CA. 6 INSURANCE

1. General Contractor's Insurance

Before starting and until final completion and acceptance of the Work and expirations of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (a) to (g), inclusive, below, and to the limits for this insurance specified in Table A attached to this AGREEMENT. To evidence said coverage, prior to the commencement of the Work, Contractor shall file with the Owner valid Certificates of Insurance and amendatory riders or endorsements to Contractor's insurance policies, all in form and substance and with companies satisfactory to the Owner, naming the Indemnities (as that term is defined in Table A hereto) or other persons or entities designated by the Owner as additional insured there under.

Said endorsements or amendatory riders shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies for all coverage provided under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to the Owner and Engineer at least (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States Certified Mail. The owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by said certificates, riders or endorsements. Such policy copies shall be "Originally Signed Copies" and shall be so designated. If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance required hereunder, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor. If the Contractor fails to reimburse the Owner within ten (10) days after the Owner sends a written invoice to the Contractor therefore, then the Owner may withhold any amount due and owing the Owner for such insurance from any payment thereafter due to the Contractor.

The following types of insurance shall be provided:

- a. Worker's Compensation insurance including Employer's liability to cover employee injuries or disease compensable under the Workman Compensation Statutes of the states in which work is conducted under this contract; disability benefit law, if any; or Federal compensation acts.
- b. A Comprehensive General Liability policy to cover bodily injury to person other than employee and for damage to tangible property, including loss of use thereof, including the following exposures:
 1. All premises and operations.
 2. Explosion, collapse and underground damage.
 3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 4. Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in Paragraph CA-3 of this contract.
 5. The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 6. Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
- c. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the Ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, through not necessarily in one policy.
- d. NO TEXT
- e. The Contractor shall purchase a Builder's Risk - Installation Floater in a form acceptable to the Owner covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the Contractor, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the Owner, and the Engineer as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The Contractor may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the Owner and the Contractor and paid to the Owner as Trustee for the other insured.
- f. Umbrella or Excess Liability - The Owner may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the

total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

- g. Railroad Protective Liability - Where such an exposure exists, the Contractor will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(if) involved.

2. Insurance - Other Requirements.

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer or cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed copies", and so designated.

(1) Insurance required for the Contractor:

- (a) Workers' Compensation and Employer's Liability Comprehensive General Liability including:

- * All premises and operations
- * Explosion, collapse, and underground damage
- * Contractors Protective
- * Contractual Liability for obligations assumed in the Indemnification - Hold Harmless Agreement of this Contract
- * Personal Injury Policy
- * Products and Completed Operations

- (b) Comprehensive Automobile Liability - including owned, non-owned and hired vehicles.

- (c) Umbrella or Excess Liability.

(2) Insurance required for the Owner

- (a) The Contractor shall provide an endorsement on the general liability policy stating that the limits of liability applies separately to the project and that the Engineers and such public corporation in whose jurisdiction the work is located.

The Contractor shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

- (3) Insurance Required for the Contractor and the Owner.
- (a) Builder Risk - Installation Floater which names as insured(s) the Owners; the Engineer(s); their consultants, agents, and all employees; the Contractor and all subcontractors.
- (4) Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance in amount not less than those specified below:
- (a) Worker's Compensation
- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshorements's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00.
- (b) Comprehensive General Liability
- (i) Bodily Injury and Property Damage Liability in an amount not less than \$500,000.00 each occurrence and in the aggregate.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.
- (c) Comprehensive Automobile Liability
- (i) Bodily Injury and property Damage Liability in the amount not less than \$500,000.00 each occurrence and in the aggregate.
- (d) Umbrella Liability
- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.
- c. Qualification of Insurer - In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A+:XII will be acceptable only upon written consent of the Owner.

- d. Subrogation Clause - The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause" - It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.
- e. When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall not less than thirty (30) days prior to such expiration or renewal date, supply the Owner with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.
- f. No Insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.
- g. NO TEXT
- h. Each subcontractor and sub-subcontractor of any tier shall furnish Contractor, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Contractor.

CA. 7 PATENTS

The Contractor shall indemnify and save harmless the Owner and all persons acting for or on behalf of the Owner from all claims and liability of any nature or kind, and all damages, costs, and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patents right on any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

CA. 8 COMPLIANCE WITH LAWS

The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawing, Specification or other Contract Documents in relation to any such laws, ordinance, rule, regulations, order decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify

and save harmless the Indemnities from and against any and all claims, demands, suits, proceedings, liabilities, including attorney's fees and expenses, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or any other requirements, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

CA. 9 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

CA. 10 PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

CA. 11 NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give the personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. An assignment or subletting in violation hereof shall be void and unenforceable.

CA. 12 DELAY BY OWNER

The Owner may delay the beginning of the Work or any part thereof if the necessary lands or right-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only you an extension of time as hereinafter provided.

CA. 13 TIME FOR COMMENCEMENT & COMPLETION

The date of the commencement of the Work shall be the date established in a notice to proceed. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A except as otherwise expressly provided herein. Time is of the essence of this Contract. The performance and completion of the Work before the expiration of the limit set forth in Table A is a material inducement to the Owner to enter into this Agreement.

It is agreed that the rate of progress herein required has been purposely made low enough to all for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the causes and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and the extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of the equipment provided that the Contractor placed his order and submitted shop drawings for such shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

CA. 14 LIQUIDATED DAMAGES

In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as herein before provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum indicated in Table A of this document, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damage shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

In addition to any liquidated damages, the Contractor shall pay all engineering and inspection costs incurred after the date of completion. Payments shall be made in the same manner as the liquidated damages.

CA. 15 NIGHT AND SUNDAY WORK

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above shall be done at the night except when (a) in the sole judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) the Engineer has given written permission for such night work. The cost of resident representative beyond the normal 40 hour work week shall be paid for by the Contractor.

CA. 16 EMPLOY COMPETENT PERSONS

The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages, or any disturbances by persons employed by the Contractor, any subcontractor, the owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise

unsatisfactory, or not employed in accordance with the provision of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

CA. 17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If in the sole judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the work to progress properly.

CA. 18 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

CA. 19 ACCESS TO WORK

The Owner, the Engineer, and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

CA. 20 EXAMINATION OF WORK

The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

CA. 21 DEFECTIVE WORK, ETC..

Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damages suffered by the Owner.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the specification or any of the other Contract Documents, the Contractor shall forthwith remove such material, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employee or subcontractor.

CA. 22 PROTECTION AGAINST WATER AND STORM

The Contractor shall take all precautions necessary to prevent damage to the work by storm or water entering the site of the Work directly or through the ground. In case of damage by the storm or water, the Contractor shall at his own expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

CA. 23 RIGHT TO MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such material, equipment apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

CA. 24 CHANGES

The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work, except that if unit price stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "EXTRA WORK"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

CA. 25 EXTRA WORK

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Engineer and Owner, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills, and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, paid on the required insurance on account of such extra work, of Social Security of other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work and profit.

In case of extra work done under b) by a subcontractor, the subcontractor shall compute, as above, his cost for the extra person, and the Contractor shall be allowed an additional 5 percent of the subcontractor's cost for the extra work to cover the cost of the Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of the men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

CA. 26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

When extra work is ordered near the completion of the Contract or any time during the progress of the Work which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.

CA. 27 CHANGES NOT TO EFFECT BONDS

It is distinctly agreed and understood that any changes made in the Work or the Drawing or Specifications thereof (whether such changes increase or decrease the amount thereof of the time required for it's performance) or any changes in the manner of time of payment made by the owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish, or effect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect. The amount of the Bond shall be increased if the Contract value is increased.

CA. 28 CLAIMS FOR DAMAGES

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within (10) days of occurrence of the alleged breach or within (10) days after such damages are alleged to have been sustained, whichever date is earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and enforceable, and the shall not be entitled to any compensation for any such alleged damages. Within five (5) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement, together with his recommendations for action by the Owner.

CA. 29 ABANDONMENT OF WORK OR OTHER DEFAULT

If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provision of the Contract, or if the Contract becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening any of which shall be and constitute a default under the contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may be determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractor employed by the Owner take possession of and use or cause be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorney's fees and expenses and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due or payable or to become due or payable under the Contract to the Contractors; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and expenses and other charges together with all payments theretofore may to or for the account of the Contractor are less than the sum which would have been payable under the Contract, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorney's

fee and expenses and other charges, together with all payments theretofore made to or for the account, shall pay the amount of the excess to the Owner.

CA. 30 PRICES FOR WORK

The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

CA. 31 MONEYS MAY BE RETAINED

The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

CA. 32 FORMAL ACCEPTANCE

This agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

CA. 33 PROGRESS ESTIMATES

Once a month, except as hereinafter provided, the Contractor shall submit to the Engineer, a request for a progress payment on a Contractor's Sworn Statement form for work completed in the previous calendar month. The Contractor shall attach to each such request current waivers of lien for work performed and materials and equipment supplied during the period covered by such request.

The Engineer shall check each progress payment request and forward the same to the Owner together with his certification that the work covered by such request has been performed satisfactorily. Upon approval of such payment requests by the Owner, the Owner shall make payment to the Contractor of the amount of such requests. The owner may retain from such payments an amount equal to ten (10) percent of the payment request. The Owner may reduce the ten (10) percent retainage to five (5) percent retainage when project is 50% complete if, in the opinion of the Owner, the Contractor is making satisfactory progress. The Owner may retain such other sums as are provided for in this Contract.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance or actual requirement therefore and if such materials and equipment are delivered and properly stored and protected by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner,

transferring and assigning to the Owner full ownership and title to such materials or equipment.

The Owner will make progress payments to the contractor within 30 calendar days after the approval by the Owner of the payment request. Contractor acknowledges that payments due hereunder may be provided by the Owner's construction lender for the Project (the "Lender") pursuant to the terms of a Construction Loan Agreement (the "Loan Agreement") through the construction escrow the Chicago Title Insurance Company (the "Title Insurer"). Contractor agrees: (i) to comply with all the requirements which may be imposed by the Loan Agreement with respect to reports of construction and conditions of payment; (ii) to consent to the assignment of this Agreement to Lender and to execute such acknowledgments and other documents as Lender may reasonably require; and (iii) to provide any and all additional documents that are required from the Contractor, any subcontractor or material suppliers by the Title Insurer as further evidence of such parties right to payment and to assure that the Work is free of any mechanics' lien claims. In addition, Contractor shall fully cooperate with and provide all construction reports and notices required by any inspecting engineer/architect or consultant of Lender. No progress payment shall constitute and acceptance of any work not in accordance with the Contract Documents.

CA. 34 PARTIAL ACCEPTANCE

The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefore all previous payments, all charges against the Contractor as provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except agreed upon in writing between from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the punchlist.

CA. 35 FINAL ESTIMATE AND PAYMENT

As soon as practicable after final completion of the Work, the Engineer shall make a final estimate in writing of the quantity of work done under the Contract and the amount earned by the Contractor.

The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be made as provided for in Paragraph CA.33 but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

CA. 36 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at his own cost and expense, promptly discharge, remove or otherwise dispose of the same in a manner satisfactory to the Owner, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

CA. 37 CLAIMS

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fee and expenses, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

CA. 38 APPLICATION OF MONEYS RETAINED

The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and wards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

CA. 39 NO WAIVER

Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor the right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by the law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

CA. 40 LIABILITY OF OWNER

No persons, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or valid either against the Owner or any agent of the owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason

of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

CA. 41 GUARANTEE

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work as stated in the final estimate, and within three (3) days from the receipt of any written notice from the Owner stating the Work has failed to conform with the forgoing guarantee during said one (1) year period, Contractor shall commence the correction thereof. The Contractor's obligations under this subsection 41 shall survive termination of the Contract and shall be fully assignable by the Owner. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the work shall be for a period of one (1) year from the date fixed for such acceptance. All bonds shall remain in full force and effect during the guarantee period.

CA. 42 RETAIN MONEY FOR REPAIRS

The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of the amount thereof and set for in Table A and may expend the same, in the manner hereinafter provided, in making such repairs, corrections, or replacements in the Work as the Owner, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee any part of the Work requires repairing, corrections, or replacements, the owner may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within three (3) days from the date or receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expenses of the amounts retained for that purpose. If the amounts retained by the Owner are insufficient to pay for said corrective work, then the Contractor shall pay the difference to Owner upon demand. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order, the Contractor will be entitled to received the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expenses of making said repairs, corrections, or replacements, in the manner aforesaid, have been paid therefrom.

CA. 43 LEGAL ADDRESS OF CONTRACTOR

The Contractor's business address as set forth herein below and his office at or near the site of the Work are below and his office at or near the site of work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the United States Post Office or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor and delivered to the Engineer and the Owner. Service of any notice, letter, or

other communication upon the Contractor personally shall likewise be deemed sufficient service.

CA. 44 HEADINGS

The Heading or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

CA. 45 EMPLOYMENT of ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this contract is executed, or if during the term of this contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act." An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

CA. 46 MODIFICATION OR TERMINATION

Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

IN WITNESS HEREOF, the parties to this AGREEMENT have hereunder set their hands and seals as of the day and year above written.

Village of Algonquin

Signature

Title

Attest & Seal

Contractor:

Name

Signature

Title

Attest & Seal

**CERTIFICATE OF ACKNOWLEDGMENT OF
CONTRACTOR**

If a Corporation

FOR AGREEMENT

State of (_____)

County of (_____)

On this _____ day of _____, 20_____,

Before me personally came _____
to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____
And is the _____
of _____
the corporation described in and which executed the foregoing instrument; that he knows
the corporate seal of said corporation; that the seal affixed to the foregoing instrument is
such corporate seal and it was so affixed by order of the Board of Directors of said
corporation; and that the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

TABLE A

AGREEMENT SUBSECTION REFERENCE

	<u>ITEM</u>	<u>MIN LIMITS</u>
CA.6.1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by accident	\$100,000
	Bodily Injury by Disease	\$100,000
	Bodily Injury by Disease	\$500,000
	Policy Limit	
CA.6.1.b	Comprehensive General Liability	
	Bodily Injury, each Occurrence	\$500,000
	Bodily Injury, Aggregate(completed Operations)	\$500,000
	Property Damage, Each Occurrence	\$100,000
	Property Damage, Aggregate or Combined single limit	\$1,000,000
CA.6.1.c	Comprehensive Automobile Liability	
	Bodily Injury, each Person	\$250,000
	Bodily Injury, each Occurrence	\$500,000
	Property Damage, each Occurrence	\$100,000
	Combined single limit	\$1,000,000
CA.6.1.e	Builder's Risk - Installation Floater	Not Required
CA.6.1.f	Umbrella or Excess Liability	\$3,000,000
CA.6.1.g	Railroad Protective Liability	By Railroad
CA.13	Time for Completion	June 15, 2020
CA.14	Liquidated Damages for each calendar day of delay in completion time	\$1,000.00 /day
CA.33	Amount of minimum progress Estimates	None
CA.42	Percentage to be Retained for Repairs	10%

END OF CONTRACT AGREEMENT

CONTRACT BONDS - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
 (an individual partnership or corporation), duly organized under the Laws of the State of _____,
 and having a usual place of business at _____,
 _____ as Principal a _____,
 a corporation duly organized under the Laws of the State of Illinois _____,
 and duly authorized to do business in the State of Illinois, and having a usual place of
 business at _____, as Surety, are holden and stand firmly
 bound and obligated unto the _____, as obligee,
 in the sum of _____,
 lawful money of the United States of America, to and for the true payment whereof we
 bind ourselves and, each of us, our heirs, executors, administrators, successors, and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with
 the Contract Documents in said AGREEMENT referred to are collectively sometime
 referred to as

the "Contract"), dated _____, has entered into a contract with
 the said obligee for the _____, a copy of which
 AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal
 shall well and truly keep and fully and faithfully perform all of the terms and conditions
 of said AGREEMENT and of the "Contract Documents" referred to in said
 AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes
 referred to as the "CONTRACT") and all modifications thereof
 on the Principal's part to be performed, this obligation shall be void; otherwise it shall
 remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under
 said Contract, the Owner having performed the owners obligation thereunder, the Surety,
 for value received, shall promptly remedy the default, or at the option of the Owner, shall
 promptly

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms
 and conditions, or
- (b) Obtain a bid or bids for submission to and the approval of the Owner for
 completing the said AGREEMENT and/or Contract and any modifications thereof
 in accordance with the terms and conditions thereof, and upon determination by
 the Owner and the Surety of the lowest responsible and acceptable bidder, arrange
 for a contract between such bidder and the Owner, and make available to the
 Owner as the work progresses (even though there should be a default or a
 succession of defaults under the Contract or Contracts of completion arranged
 under this paragraph) sufficient funds to pay the cost of completion less a sum

that shall be equal to the difference between the Contractor price as fixed and provided in said AGREEMENT and/or Contract or any modification thereof to be paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agree further that no charges in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligation on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extension.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____ counterparts of this Bond, this _____ day of _____, in the year Two Thousand and _____..

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

If the Principal (Contractor) is a partnership, the Bond shall be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond shall be signed in its correct name by its duly authorized officer or officers.

If the Bond is signed on behalf of the Surety by an attorney in fact, there shall be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be an executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

IMPORTANT: All Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31 CFR 223) and be authorized to transact business in the State of Illinois.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
 (an individual, a partnership, a corporation) duly organized under the Laws of the State of _____,
 and having a usual place of business at _____,
 _____, as Principal, and _____,
 a corporation duly organized under the Laws of the State of Illinois _____,
 and duly authorized to do business in the State of Illinois, and having a usual place of
 business at _____, as Surety, are holden and stand firmly
 bound and obligated unto the _____, as obligee, in
 the sum of _____,
 lawful money of the United States of America, to and for the true payment whereof we
 bind ourselves and, each of us, our heirs, executors, administrators, successors, and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with
 the Contract Documents in said AGREEMENT referred to are collectively sometime
 referred to as

the "Contract"), dated _____, has entered into a contract with the said obligee for
 the _____, a copy of which
 AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal
 shall promptly make payments to all claimants as hereinafter defined, for all labor
 performed or furnished and for all materials and equipment furnished for or used in or in
 connection with the work called for by said Agreement and/or Contract and any
 modifications thereof, including lumber used but not incorporated in said work, and for
 the rental of hire of vehicles, tools, and other appliances and equipment furnished for or
 use disconnection with said work, this obligation shall be void; otherwise shall remain in
 full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal or with a
 subcontractor of the Principal for Labor, materials and/or equipment used or
 reasonably required for use in the performance of the said work, labor and
 materials being construed to include that part of water, gas, power, light, heat, oil,
 gasoline, telephone service of rental of equipment directly applicable to the said
 AGREEMENT and/or Contract and modifications thereof.
- (b) The above named Principal and Surety hereby jointly and severally agree with
 the Owner that every claim and has herein defined, who has not been paid in full
 before the expiration of a period of (90) days after the date on which the last of
 such claimant's work or labor was done or performed, or material or equipment
 were furnished by such claimant's may sue on this bond for the use of such
 claimant, prosecute the suit to final judgment for such sum or sums as may be
 justly due claimant, and have execution thereon. The owner shall not be liable for
 payment of any costs or expenses of any such suit.

- (c) No suit or action shall be commenced hereunder by a claimant,
 - (i) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within (90) days after such claimant did nor performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal , Owner or Surety at any place where an office is regular maintained for transaction of business, or served in any manner in which legal process may be served in the state in which the said work is located, save that such service need not be made by a public officer.
 - (ii) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (iii) Other than in a court of competent jurisdiction in and for the county or other political subdivision of the state in which the said work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
- (d) The amount of his bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions form, or alternations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of timed be given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alteration, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
Two Thousand and _____.

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond shall be signed in its correct name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney - in- fact, there shall be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be an executed and approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

IMPORTANT: All surety companies executing BONDS must hold certifications of authority as acceptable sureties (31CFR 223) and be authorized to transact business in the State of Illinois.

CONTRACT BONDS

Certificate of Acknowledgment of Contractor if a corporation

State of _____)
County of _____) ss:

On this _____ day of _____, 20____,

before me personally came _____ to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____ and is the,

_____ of _____, the corporation describes in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: January 26, 2022

TO: Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Construction Management Services – Ratt Creek Reach 5*

Attached you will find a proposal from Resource Environmental Solutions for construction management services in the amount of \$80,000.00 for the Ratt Creek Reach 5 Streambank Restoration project. Construction management services for this project are budgeted in the Street Improvement Fund, in the amount of \$80,000.00. This project is described as the construction of drainage improvements consisting of native seeding and stream restoration, bank stabilization, riprap installation, wetland seeding, and native restoration.

Resource Environmental Solutions was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Ratt Creek Reach 5 Streambank Restoration to Resource Environmental Solutions for \$80,000.00.



Regional Office
120 W. Main Street
West Dundee IL 60118

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

A. Cover Letter

January 18, 2022

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

Re: Proposal for Ratt Creek Reach 5 Construction Oversight & IEPA 319 Grant Management

Dear Bob,

Resource Environmental Solutions, LLC (RES) is pleased to provide this proposal for services related to performing construction oversight services and managing the 319 Illinois EPA Grant for the Ratt Creek Reach 5 Restoration Project located in Algonquin, Illinois. Enclosed you will find a summary of our proposed scope of work and fees based on our understanding of your request for services.

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

Sincerely,

William W. Stoll

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

Regional Manager/Senior Ecologist
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
wstoll@res.us



B. Scope of Services

Task 1. Construction Oversight

RES will provide construction oversight services for the Ratt Creek Reach 5 Restoration Project in Algonquin, Illinois. The anticipated project start date is February 1, 2022 with an approximate deadline of September 31, 2022. RES staff will be present for approximately 4-8 hours each day during construction activity. RES also anticipates attending a construction kickoff meeting and several project status meetings. When appropriate, RES will provide meeting minutes and/or memos to document issues and change orders that may arise during construction. RES will neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedures and process.

Construction oversight will be conducted for the following:

- 1) Site Preparation (Tree removal, clearing/grubbing, fencing, herbiciding, & soil preparation for seeding)
- 2) Earthwork (topsoil strip/respread, excavation, fill, grading, J-hooks, cross vanes, stone toe protection)
- 3) Erosion & Sediment Control (construction entrance, stream crossings, erosion blanket, sump, silt fence, mulch). Note: RES is not responsible for documenting & reporting related to NPDES & SWPPP requirements
- 4) Ecological Restoration (prairie & wetland seeding/planting, turf seeding, tree planting)
- 5) Review & Approve Contractor Invoices

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

Note: Construction Oversight will not extend into the 3-Year Management period required for the project.

Product: Construction oversight services

Lump Sum Fee: \$72,000

Task 2. IEPA Grant: 10-Year O&M Plan

Per IEPA's Financial Assistance Agreement with the Village, a 10-Year "Operation and Maintenance Plan" (O&M Plan) is required and will be developed by RES. This plan is required to ensure that BMPs implemented as part of the stream and riparian area restoration project are viable in the long term. RES will prepare a 10-Year O&M Plan that identifies regular inspection needs and appropriate management activities such as debris removal, management of native vegetation, eradication of invasive species, etc. In addition, the O&M Plan will identify all parties expected to carry out inspections and management needs. RES will submit an electronic copy of the O&M Plan to the Village for one review and comment.

Product: 10-Year O&M Plan

Lump Sum Fee: \$1,000

Task 3. IEPA Grant: Interpretive Sign Design

Per IEPA's Financial Assistance Agreement with the Village, 4 educational signs (two designs) are required. RES understands that the Village will print/manufacture and install the signs. The signs will describe in a non-technical manner the installed BMP practices in terms of their design, construction, function, cost, and benefits and reducing NPS pollution. The signs shall also present information on the impact and importance of nonpoint source pollution control. In addition, the signs shall acknowledge the participating agencies/partners



and identify Section 319 of the Clean Water Act as the funding source. RES will submit an electronic copy of the draft sign designs to the Village for one review and comment. Final approved signs will be provided to the Client in pdf. and/or jpeg. format for printing/manufacturing purposes.

Product: Design 2 IEPA approved sign designs

Lump Sum Fee: \$4,000

Task 4. IEPA 319 Grant Management/Reporting

The IEPA grant application for the project includes time to complete quarterly progress reports as required in IEPA's Financial Assistance Agreement with the Village. RES understands that the Village would like for RES to complete the quarterly progress reports during the IEPA agreement term. RES will complete the required progress reports and submit the reports electronically to IEPA and copy the Village. Per IEPA's Financial Assistance Agreement with the Village, RES will also prepare a short final project summary report explaining the execution of the Ratt Creek Reach 5 Restoration Project and evaluate the project's success. The report will document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. RES will submit an electronic copy of the final summary report to the Village for one review and comment prior to submitting to IEPA before the grant deadline.

Product: IEPA Quarterly & Final Reports

Lump Sum Fee: \$3,000

Total Lump Sum Fee (Tasks 1-4):

\$80,000



C. Contract Terms and Conditions

Acceptance

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

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

Table 1 – RES

Resource Environmental Solution, LLC	
Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608.897.8641	Fax: 608.897.8486
Email:	

Table 2 - Client

Client: Village of Algonquin	
Signature:	Date:
Name:	
Title:	
Address:	
Phone:	Fax:
Email:	

Table 3 - Billing

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



Notes

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

Standard Terms and Conditions

1. Term and Termination

These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Resource Environmental Solutions, LLC (hereafter RES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

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

2. Invoicing and Payment

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

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

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



3. *Liens*

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

4. *Confidentiality*

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

5. *Ownership of Work Product*

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

6. *Insurance*

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



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

7. *Limitation of Liability*

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

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

8. *Indemnification*

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

9. *Independent Entities*

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

10. *Dispute Resolution*

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



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

11. Standard of Care / Warranties

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

12. Time for Performance

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

13. Miscellaneous

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



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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 2, 2022

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Annual Downtown Flowers and Planter Bed Maintenance Program
Recommendation

We have processed a Request for Proposals (RFP) for the Annual Downtown Flowers and Planter Bed Maintenance Program. The proposal is attached which shows the extent of this annual task. We are grateful for support in contracting this work.

Due to flower stock going fast, greenhouse growing time frames, and the growing season, we need to sign the proposal and get our order in. We are asking the Board to approve this contract, prior to the budget being approved. The Village will not be billed until May of 2022.

Moore Landscapes of Northbrook, Illinois is the contractor who has been providing this service for the last three years. They have provided an excellent product, excellent service, and have been very reliable. The budget for this work is pending budget approval, in the amount of \$98,035.00 for the 2022/2023 budget. The monthly bill payment for the 2022/2023 season will be \$14,005.00 per month starting in May 2022.

We are excited to begin another season of maintenance of this wonderful Village asset. I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$98,035.00 to Moore Landscapes of Northbrook, IL.

I look forward to your response.

Village of Algonquin

Landscape Maintenance Contract 2022

Monday, December 6, 2021





Date: 12/6/2021
Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Village of Algonquin
Vince Kilcullen
110 Meyer Dr.
Algonquin, IL 60102
Phone: (847) 658 2754 ext. 4411
Email: vkilcullen@algonquin.org

Prepared By: Logan Lowry
Email: llowry@moorelandscapes.com
Phone:
Fax: 847-205-9157
Opp# 15558

Landscape Maintenance Contract 2022

<u>Description</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
<u>Recurring Maintenance</u>			
<u>Recurring Maintenance</u>	28	\$1,531.00	\$42,868.00

Mowing and Edging. Cut existing turf areas to 3" to 4" in height, weather permitting, during periods of active growth. The removal of incidental trash, sticks, and debris from turf areas is included in this service. Additional charges will apply for excessive litter we must remove before performing the included operations. Examples of excessive litter include areas near dumpsters where trash escapes, filled trash bags next to dumpsters, loose packing materials, oversize items like discarded tires/furniture and discarded tobacco products. Excess grass clippings will be removed from turf areas, and blown off walks and curbs. Specialized mulching blades may be utilized to control excess clippings during times of extreme growth or consistent leaf debris. If clippings need to be removed from turf areas or bagged, this service will be proposed separately or expressly written into the contract. Mowing equipment will be kept in proper condition. Blades will be sharpened regularly to prevent the tearing of turf. Turf areas near signs, fences, and other obstructions will be trimmed with a line trimmer. Trimming near parked vehicles or any type of permanent glass may not be completed for liability purposes. Power edging of curbs, drives, and walks will be performed if turf is consistently growing onto the hard surfaces. Weed Control. Remove by hand or mechanically unwanted, existing, annual and/or perennial plants. Apply herbicides at the contractor's discretion in an attempt to permanently kill invasive weed growth. Expansion joints and crevices in hardscaped areas are included in this service unless expressly written otherwise. Weed control for pavement and concrete surfaces in poor condition may be separately

proposed and result in additional costs to the client. Clean-Up. After each maintenance visit, areas including turf, planting beds, and hard surfaces near either of the previously mentioned will be left clean and debris hauled away. This service does not include extensive cleaning of stained hardscapes or any permanent structures.

Bed Fertilization

<u>Bed Fertilization</u>	1	\$192.00	\$192.00
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Apply a balanced, slow-release fertilizer in all applicable plant beds in spring.

PreEmerge

<u>Pre-Emergent</u>	1	\$377.00	\$377.00
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Apply a granular, pre-emergent herbicide to all applicable plant beds to help prevent targeted annual and perennial weeds.

Clean-ups

<u>Spring Cleanup</u>	1	\$1,431.00	\$1,431.00
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Remove litter and landscape debris from turf, planting beds, and all other applicable, exterior areas. Cut back all designated perennial and shrubs to appropriate heights according to proper horticultural practices. Haul away debris.

<u>Fall Cleanup</u>	1	\$1,111.00	\$1,111.00
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Remove leaf debris from all applicable turf, planting bed, and hardscape areas. Cut back designated perennials to appropriate height. Haul away debris.

Pruning

<u>Pruning Shrubs, Groundcovers and Perennials</u>	2	\$747.00	\$1,494.00
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Prune designated shrubs, groundcovers, and perennials to maintain proper shape and promote new growth. Plant material will be pruned at the time most beneficial to its flowering and growth habits. Pruning efforts will be focused on the current year's growth, but at times old wood may be removed at the contractor's discretion. Rejuvenation

and/or structural pruning is not included in this service and will be proposed separately. Clean work area and haul away debris.

Seasonal Rotations

<u>Seasonal Annuals - Spring Urns</u>	1	\$4,612.00	\$4,612.00
Furnish and install spring flowers in 24 urns			
<u>Seasonal Annuals - Summer Urns</u>	1	\$7,742.00	\$7,742.00
Furnish and install Summer flowers in 43 urns			
<u>Season Annuals - Fall Urns</u>	1	\$4,423.00	\$4,423.00
Furnish and install Fall annuals in 24 urns			
<u>Seasonal Annuals - Winter Urns</u>	1	\$4,972.00	\$4,972.00
Furnish and install winter décor in 24 urns			
<u>Seasonal Annuals - Summer Hanging Baskets</u>	1	\$14,901.00	\$14,901.00
Furnish and install summer annuals in 88 hanging baskets			
<u>Seasonal Annuals - Winter Hanging Baskets</u>	1	\$13,912.00	\$13,912.00
Furnish and install winter decor in 40 hanging baskets			
Total Contract Amount			\$98,035.00

Optional Services

Seasonal Annuals - Spring Bridge Planters	1	\$2,387.00	\$2,387.00
Furnish and install Spring flowers in 4 raised planters at bridge			
Seasonal Annuals - Winter Bridge Planters	1	\$2,697.00	\$2,697.00
Furnish and install Winter Décor in 4 raised planters at bridge			
Seasonal Annuals - Fall Bridge Planters	1	\$1,632.00	\$1,632.00
Furnish and install Fall flowers in 4 raised planters at bridge			

Seasonal Annuals - Summer Bridge Planters	1	\$2,073.00	\$2,073.00
Furnish and install Summer flowers in 4 raised planters at bridge			
Mulch - Hardwood	1	\$1,056.00	\$1,056.00
Furnish and install shredded, hardwood mulch to all designated planting beds. Clean work area and haul away debris.			
			\$9,845.00

Terms & Conditions

This AGREEMENT is made by and between MOORE LANDSCAPES, LLC, an Illinois corporation (hereinafter referred to as "Contractor") and Village of Algonquin (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Contractor is engaged in the business of landscape maintenance and related services and desires to furnish services to Client during the Contract Period as set forth below; and

WHEREAS, Client maintains and administers the property commonly known as Village of Algonquin, located in Algonquin, Illinois (hereafter referred to as the "Property") and;

WHEREAS, Client desires to avail itself of the services performed by Contractor on the terms and conditions set forth herein.

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

1. Landscaping Services

1.01 Specifications for Landscape Work

A detailed list of specifications of the services to be performed under this Agreement (referred to as the "Landscape Work") is attached hereto as Exhibit A and by this reference is made a part hereof.

1.02 Scope of Work

The scope of the Landscape Work and related pricing will be reviewed and mutually adjusted as needed to reflect any changes due to construction and alteration projects.

2. Relationship, Maintenance Periods, Compensation and Billing.

2.01 Relationship

Contractor shall perform all services under this Agreement as an independent contractor and not as an employee, agent, joint venture or partner of Client. Neither Contractor nor Client has any authority to assume or create any obligation or responsibility, expressly or impliedly, on behalf of or in the name of the other party, or to bind the other party in any manner.

2.02 Landscape Maintenance Periods

Landscape Maintenance Period Each Year of the Contract: April 1 through November 30.

2.03 Compensation

(a) Base Maintenance Compensation

Contractor shall receive as and for its base compensation for the Landscape Work set forth in this Agreement the sum of \$98,035.00 , as itemized in the Maintenance Schedule attached hereto as Exhibit B. The base compensation shall be paid in monthly installments as outlined in the Payment Schedule for services, in accordance with section 2.04 below.

2.04 Billing

On the 1st of the month commencing April 1 and continuing through November 1 of each year of the Contract Period, Contractor shall present to Client its invoices for base monthly compensation (as provided in section 2.03 (a)). In addition, Contractor shall present Client its invoices for any and all additional services performed during the Contract Period (as provided in section 2.03 (b)). Such additional services shall be invoiced upon completion of the services or upon partial completion as mutually agreed by Contractor and Client. Client shall pay all of Contractor's invoices in a full within fifteen (15) days after receipt. Invoices not paid within the term of this contract will be subject to a 1 ½ % monthly finance charge (late fee).

3. Insurance

3.01 Coverage to be Obtained by Contractor

Contractor will carry the following minimum insurance coverage during the Contract Period:

Worker's Compensation: Statutory limits.

General Liability: \$1,000,000 per occurrence. (Includes products and completed operations.)
\$2,000,000 aggregate. (Includes products and completed operations)

Automobile: \$1,000,000 C.S.L.

Umbrella: \$5,000,000

4. Termination

4.01 Termination by Client

(a) Client may terminate this Agreement by giving not less than thirty (30) days prior written notice to Contractor stating that termination is being made under the provisions of this section 4.01, describing the specific causes for termination as provided below, and specifying the effective date of termination, if:

1. Contractor should repeatedly refuse or fail to supply properly skilled workmen or equipment or materials of the proper quality or quantity to perform the services specified in this Agreement;
2. Contractor should fail in any material respect to perform said services with sufficient promptness and diligence;
3. Contractor should disregard law, ordinances, governmental rules or regulations related to the performance of services under this Agreement; or
4. Contractor should repeatedly disregard instructions of Client or its authorized representative which are consistent with this Agreement;

provided, however, that the notice of termination shall be null and void if Contractor substantially corrects the causes for termination described in Client's written notice of termination within thirty (30) days after Contractor's receipt of such notice.

(b) In the event of termination by Client in accordance with section 4.01(a), Contractor shall be entitled to receive payment under this Agreement for all Landscape Work and additional services

performed through the termination date. Such payment shall be made pursuant to invoice to the Client from Contractor no later than fifteen (15) days after the termination date.

4.02 Termination by Contractor

Contractor may terminate this Agreement by giving not less than thirty (30) days prior written notice to Client stating that termination is being made under the provisions of this section and specifying the effective date of termination, if Client fails to make a payment due Contractor within thirty (30) days after its due date as set forth in paragraph 2.04. The rights and remedies of Contractor set forth in the Article shall not be exclusive and are in addition to all other rights and remedies of the Contractor.

5. Governing Laws

This Agreement shall be governed by the laws of the State of Illinois.

6. Contract Documents; Entire Agreement

The Contract Documents constitute and set forth the entire agreement between Client and Contractor and supersede all prior agreements, understandings and representations, whether oral or written, relating to the subject matter of this Agreement.

7. Notices

- (a) Any notice to be given to Client hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

Village of Algonquin
110 Meyer Dr.
Algonquin , IL 60102

- (b) Any notice to be given to Contractor hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

MOORE LANDSCAPES, LLC
1869 Techny Road
Northbrook, IL 60025

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives (named below).

TREE DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree or anticipate extreme weather events that could contribute to failure. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the Arborists services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

BASE PAYMENT SCHEDULE

SCHEDULE	PRICE
April	\$0.00
May	\$14,005.00
June	\$14,005.00
July	\$14,005.00
August	\$14,005.00
September	\$14,005.00
October	\$14,005.00
November	\$14,005.00
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	\$98,035.00

Agreement of Services

Entered this Date of Proposal: December 6,
2021

Moore Landscapes, LLC
1869 Techny Road
Northbrook, IL 60062

Between

AND

Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Total contract amount: **\$98,035.00**

Owner/ Agent

Moore Landscapes, LLC
1869 Techny Road
Northbrook, IL 60062

Company: _____
Address: _____
City: _____ **St.** _____ **Zip:** _____

Signature: Logan Lowry

Signature: _____

Printed Name: Logan Lowry

Printed Name: _____

By: Moore Landscapes, LLC

PO Number: _____

Date: December 6, 2021

Date: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 3, 2022

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Tree Planting*

This year, Public Works has decided to contract out our parkway tree planting program. We sent out five requests for proposals and we received three responses. In reviewing the proposals, we found out that the low bidder can provide this service at a cheaper price than we can do it with in-house staff.

The tree planting price includes the price of the tree, planting, and a one-year warranty on the survival of the tree.

Below is a summary of the price quote totals:

Huffman Landscape	\$58,360.00
Landscape Concepts	\$84,021.00
Sebert Landscape	\$109,400.00

Huffman Landscape is the low bid for this work. Upon checking their references, they have been providing tree planting services to the Village of Rolling Meadows for 35 years, the Village of Mount Prospect for 35 years, and the City of Beloit for 30 years. All of these municipalities were extremely pleased with the service that Huffman Landscape has provided them, and their experience meets our qualifications.

\$100,000.00 is provided in the fy22/23 Budget for the tree planting within the Park Improvement Fund in a restricted line item account where revenues are derived when the Village charges new developers a tree removal fee. This fee is collected and is strictly used to plant new trees in the Village.

Therefore, it is our recommendation that the Committee of the Whole act to move this matter forward to the Village Board for approval of tree planting services in the amount of \$58,360.00 to Huffman Landscape of Woodstock, IL for 2022 and further to authorize the Village Manager or his designee to sign and extension of this contract for an additional 2 years at the prices provided in the RFP.

Bid Price Sheet

Village of Algonquin Public Works 847-658-2700

Botanical/Common Name Variety/Cultivar	Approx. Quantity Needed	2022 Cost (each) Tree Installed	*2023 Cost (each) Tree Installed	*2024 Cost (each) Tree Installed
Taxodium distichum "Shawnee Brave" Baldcypress, Shawnee Brave <i>Straight Specie</i>	25	\$ 285	\$ 290	\$ 295
Betula nigra Birch, River	20	\$ 285	\$ 290	\$ 295
Cornus mas Dogwood, Cornelian Cherry Dogwood	25	\$ 295	\$ 300	\$ 305
Tilia americana "Redmond" Linden, Redmond	20	\$ 285	\$ 290	\$ 295
Maackia amurensis Maackia, Amur	25	\$ 285	\$ 290	\$ 295
Platanus acerifolia "Exclamation" Plane tree London, Exclamation	25	285	290	295
* Liquidambar styraciflua "Slender Silhouette" Sweetgum, Slender Silhouette <i>N/A</i>	20	\$ 240	\$ 245	\$ 290
Liquidambar styraciflua "Worplesdon" Sweetgum, Worplesdon	20	\$ 295	\$ 300	\$ 305
Liriodendron tulipifera "Emerald City" Tuliptree, Emerald City	20	295	300	305
Abies concolor Fir, White <i>5-6'</i>	3	\$ 270	\$ 275	\$ 280
TOTAL BID PRICE	203	58,360	*	*

• Denotes optional additional year per discretion of the Village of Algonquin

Trees are grown at both Fox Ridge Nursery in Harvard and Goodwork Nursery in Wonder Lake

* Suggested possible substitution

Yellowwood - 2" 280 - 285 - 290

Huffman Landscape
Inwoodstock, Ill

Bill Huffman

815-236-3739