

AGENDA
COMMITTEE OF THE WHOLE
December 13, 2022
2200 Harnish Drive
Village Board Room
7:30 P.M.

Trustee Smith - Chairperson
Trustee Brehmer
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
President Sosine

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Presentation of the Design Aesthetics Survey for Multi-Family & Townhouse Construction in the Randall Road Corridor
4. **General Administration**
 - A. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, by Increasing the Number of A-1 Liquor License by one
- B. **Public Works & Safety**
 - A. Consider an Agreement with HR Green for the Woods Creek Reach 6 & 7 Project Design Services
 - B. Consider an Agreement with Baxter and Woodman Natural Resources for the 2023 Spring Prescribed Burns
 - C. Consider a Funding Agreement with the Bureau of Local Roads for the Souwanas Trail and Schuett Street Reconstruction Project
 - D. Consider an Agreement with Utility Service Company, Inc. for the Copper Oaks Tower Repair
 - E. Consider an Agreement with Burke, LLC for Change Order #13, for the Crystal Creek Riverwalk Improvements & Harrison St. Bridge Replacement
- C. **Executive Session** (If needed)
- D. **Other Business**
8. **Adjournment**



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	December 13, 2022
<u>SUBMITTED BY:</u>	Jason C Shallcross, AICP Community Development Director Natalie Zine, Community Development Deputy Director
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Design Aesthetics Survey for Multi-Family & Townhouse Construction in the Randall Road Corridor

ACTION REQUESTED:

Participation in a survey regarding new multi-family and townhouse development design.

BACKGROUND:

The Community Development Department has seen quite a bit of change in the last year and a half. In fact, in the last 18 months we have hired 7 out of our 9 total employees. Given the amount of turnover the department has experienced, and the relative “newness” of our team, staff is seeking input from the Village Board on their design preferences as they pertain to new development. A set of “design guidelines” will help staff set the Village’s aesthetic expectations early on in the review process.

To accomplish this, staff has put together a couple of surveys to better establish the preferences of the Board of Trustees. The first survey uses a program called “Mentimeter” that will allow staff to poll the Board’s preferences in real time during the Committee of the Whole meeting. There are less than twenty questions and each will have helpful pictures to guide your decisions. The survey is specifically intended to gather feedback on the design preferences for new multiple-family and townhouse developments in the Randall Road Corridor.

Participating in the survey does NOT mean you are voting to approve any projects or design standards at this time. In addition to the fast, fun survey we will be doing together at the meeting, staff created a second, more involved questionnaire for each trustee to complete at home at their own pace. These questions will be somewhat more detailed in nature and may require you to google certain terms or materials periodically. Once complete, staff plans to use all the feedback from both exercises to help draft a set of design guidelines for the Board’s review.

A link to the second survey will be sent out to each Board member after the COTW meeting on Tuesday, December 13th. Staff respectfully requests everyone complete the survey by Tuesday, December 20th if possible.



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: December 8, 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 one. This change is the result of requests from:

- Bellas Woodfire Inc. (dba) Bells Woodfire Pizzeria and Restaurant, located at 123 S. Main Street, Algonquin, a new restaurant that will allow patrons to consume alcohol on premise as well as purchase packaged alcohol to go.

Staff recommends increasing the number of available Class A-1 liquor licenses by one to accommodate the request from Bella Woodfire Pizzeria.

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, Paragraph 2, Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

1. Thirty-Five Class A-1 licenses at any 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 December ____, 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
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: November 28, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director *Phase*

SUBJECT: *1&2 Engineering Services – Woods Creek Reach 6 & 7*

Attached you will find a copy of the agreement with HR Green, Inc. for design services for Woods Creek Reach 6 & 7 in the amount of \$119,708.00

These reaches of Woods Creek are directly downstream from the project that is being done this fiscal year between Woods Creek Lane and just north of Bunker Hill Drive. The project is also part of a larger initiative in the Village of Algonquin to restore our creeks to healthy functioning stormwater systems. Over the past years, the Village has been concentrating on restoration in the Woods Creek Watershed. This project is surrounded by over 100 acres of native restoration projects undertaken by the Village in the past 10 years. This signifies the importance of continuing to ecologically restore this riparian corridor,

HR Green has successfully been the design engineer on 3 of the Village's stream restoration projects. Their knowledge and experience with this type of work makes them a nice fit to perform the work on this project.

Funding for this work is budgeted in the Natural Area & Drainage capital fund this fiscal year in the amount of \$120,000.00 Money in this fund is used for stormwater improvements and upgrades as well as natural area maintenance and wetland/natural area projects.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Woods Creek Reach 6&7 to HR Green, Inc. for \$119,708.00

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Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____

Approved: _____

Published: _____



PROFESSIONAL SERVICES AGREEMENT

For

Woods Creek Reaches 6 & 7 Stream Restoration Design and Permitting

Ms. Michele Zimmerman – Assistant Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
847.658.1230
mzimmerman@algonquin.org

Logan Gilbertsen P.E., CFM – Project Manager
HR Green, Inc.
1391 Corporate Drive
McHenry, IL 60050
HR Green Project Number: 220089

November 15, 2022

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

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

1.0 Project Understanding

1.1 General Understanding

In early 2022, CLIENT submitted a grant application to McHenry County to receive funding to assist in the restoration of Reaches 6 and 7 along Woods Creek. The Woods Creek Reach 6 & 7 Stream Restoration project is anticipated to receive grant funding through this program.

The project was identified in the Woods Creek Watershed (WCW)–Based Plan, Section 3.11.1, stating that 49% of the Woods Creek Watershed is highly channelized and 37% of Woods Creek itself is experiencing high levels of erosion. Overall, erosion in the watershed is estimated to contribute 2,175 tons of sediment per year to the waterways. The 303(d) list of impaired waters has designated Woods Creek Lake in Lake in the Hills as impaired by Total Suspended Solids (TSS) and Total Phosphorus, a sediment bound nutrient. The impairments to Woods Creek Lake are likely caused by the high levels of erosion in the upstream watershed.

COMPANY will prepare plans, specifications and permit application for stabilizing approximately 970 linear feet of Woods Creek and improving approximately 27 acres of the adjacent wetlands. These reaches of Woods Creek is referred to as Reaches 6 and 7 in the WCW Based Plan and is located north of Bunker Hill Drive. Within the 27 acre wetland complex there are approximately 1,600 linear feet of minor tributaries. These are not anticipated to require restoration along their entirety but may require small sections of stabilization.



The streambanks are anticipated to be stabilized using bio-technical methods including stone toe protection, native vegetation and/or two-stage channel geometry. The adjacent wetlands are anticipated to be improved through management of the vegetation.



This portion of Woods Creek is a regulatory Special Flood Hazard Area. It is designated as a Zone AE floodplain with a floodway and was remapped on July 27, 2009 with LOMR 08-05-3751P. The stream is also considered a Waters of the United States.

1.2 Design Criteria/Assumptions

This agreement is based upon the following details:

- a. Prior surveys, plans, concepts and documents relating to the project area will be available for review.
- b. No utility relocation is anticipated to be necessary to complete the project.
- c. Regulatory models of the stream are available through FEMA.
- d. All work will be completed on CLIENT owned property and/or CLIENT right-of-way. It is assumed that no easements or landowner agreements will need to be established to access the site or for the completion of the project.

2.0 Scope of Services

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

This project will include the design of the following items:

- Project Administration and Meetings
- Topographic Survey Services
- Environmental Services
- Contract Plans and Specifications
- Permit Applications
- Bidding Support

2.1 Project Administration and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and prospective contractors. Project coordination work will include:

1. Attendance at one kickoff meeting. Within 7 days of the Notice to Proceed, COMPANY will schedule and conduct a project kickoff meeting. COMPANY will prepare an agenda which shall include items pertaining to:
 - Project schedule.
 - Roles and responsibilities of the parties.
 - Points of contacts.
 - Key milestones and deliverables;
 - Communication plan.
 - Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
 - Other items as deemed necessary and requested by CLIENT
2. Attendance at one coordination meeting to review the engineering and contract documents prior to the bid opening. It is anticipated that this meeting will take place after

the submittal of the Preliminary plans to CLIENT. COMPANY will prepare a meeting agenda and sign-in sheet.

3. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.
4. General correspondence between COMPANY and CLIENT as well as permitting agencies.
5. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

2.2 Topographic Survey

COMPANY will complete a creek survey which will include creek cross section survey of approximately 970 linear feet of Woods Creek. Approximately 1,600 linear feet of minor tributaries running east/west will be surveyed for centerline, bottom of channel and top of channel only. The survey will be done specifically to inform the hydraulic modeling, geomorphic assessment, and the proposed ecological restoration design for the stream and riparian areas. The survey will include:

- Survey will include the upstream and downstream face of the Stonegate Road structure.
- Ground shots will be taken that are sufficient to generate 1-foot interval contours.
- Survey will reference Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 benchmarks drawing file compatible with AutoCAD Civil 3D DWG format with surface model (contours and TIN) via 3D drawing elements of LandXML.
- Ground control and elevations will be referenced to the nearest Village Survey Control Point.
- The survey will include ground shots along the Woods Creek stream centerline and east/west tributary approximately every 15-20 feet.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.
- The survey will field locate all underground utilities as well as all visible structures such as manholes, outfalls, bridges, rim elevation, invert elevations/directions for all accessible structures and existing property and easement markers adjacent to the project. Markers will be surveyed using typical locating techniques such as metal detectors, and ground shots taken.
- The survey will include cross sections necessary for hydraulic modeling of the stream will be taken every 100' feet and more frequently along the Woods Creek mainstem's centerline (10'-15') to capture meanders, changes in channel material, spring and seep locations, and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel. Survey along the east/west tributary will include centerline points, bottom of channel and top of channel points only.
- Survey of the detention basins will include ground surface elevations from the water's edge to approximately 50 feet beyond the water's edge. The basin bottom or depth will not be surveyed.



COMPANY will generate a AutoCAD Civil 3D drawing of the existing features collected along the waterway according to IDOT standards. One (1) foot contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide an AutoCAD 2019 drawing with existing features and improvements within the project limits to be shown.

This task does not include:

- Plat of Dedication
- Plat of Easement
- Plat of Highways
- Boundary Survey
- Right of way survey
- Bathymetric survey of basins/ponds
- Tree survey – See Section 2.3 for additional information regarding a tree survey.

2.3 Environmental Services

The following environmental services will be provided:

2.3.a Wetland Delineation: COMPANY will utilize sub-consultant, Baxter & Woodman Natural Resources, LLC (BWNR), to complete a wetland delineation of the project area. BWNR Ecologists will conduct a wetland delineation within the approximately 27 acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. BWNR will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

BWNR will prepare a wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

Note: the ACOE requires that field data be collected during the growing season (generally April 1-Oct 31). BWNR can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time required to revisit the site to collect additional data will be billed on a T&M basis.

2.3.b Tree Survey: COMPANY will utilize sub-consultant (BWNR) to survey all desirable native trees only that are recommended to be preserved within the approximately 27 acre Woods Creek Reaches 6 & 7 project area. It is assumed that all other trees and/or non-desirable trees will be removed as part of the proposed project. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and

general comments regarding quality. A tree preservation plan will be developed based on the survey findings. Only desirable trees will be surveyed, not all trees will be surveyed for DBH or quantity. It is assumed that tree removal will be identified on a per acre basis.

2.3.c Stream & Riparian Area Assessment: COMPANY and sub-consultant (BWNR) will use 1' topographic data (completed under Topographic Survey Task) and display it on a leaf-off color aerial photograph for use during a site visit. An Ecologist, Construction Manager, and Professional Engineer will meet onsite with CLIENT to determine the appropriate ecological restoration options along Woods Creek Reaches 6 & 7 and adjacent riparian areas. COMPANY and BWNR will also record detailed notes and take photos related to the existing condition and proposed options. This information will be used to develop the preliminary and final design plans.

2.3.d Soils Testing: COMPANY will utilize SUB-CONSULTANT (Rubino Engineering, Inc.) to complete up to three (3) soil borings on the site. It is assumed that the borings will be to a depth of ten (10) feet below existing grade. Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet. If unsuitable bearing soils are encountered within the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the CLIENT will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. SUB-CONSULTANT will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included. It should be noted that over time, some settlement may occur in the bore hole.

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Clean Construction Demolition Debris (CCDD) Testing (LPC 662) will be completed. SUB-CONSULTANT will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed site improvements. If PIP evaluation indicates no further testing is needed for form LPC-662, SUB-CONSULTANT will proceed with evaluating the composite soil samples for PH and complete the LPC 662 form for CCDD certification. If further testing is required needing additional samples and lab testing, it will be discussed with the CLIENT and a proposal will be prepared for additional sampling and testing.

2.4 Contract Plans and Specifications

COMPANY, will use sub-consultants BWNR and Indigo Ecological Design (Indigo). COMPANY, BWNR and Indigo will use information obtained from the ecological assessment to develop Preliminary and Final Design Plans. COMPANY will submit an electronic copy of the Preliminary Design Plans to CLIENT for one review and comment. COMPANY will submit for permits with the preliminary plans. Comments received from permitting agencies will be addressed prior to the completion of the final plans. The Final Design Plan will be stamped by an Illinois Licensed Engineer.

2.4.a Preliminary Design Phase – The following scope of services will be provided:

- **Document Preparation:** Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline of specifications, and written descriptions of the project. The project design and construction specifications will be in accordance with CLIENT requirements and standards; also IDOT and Illinois Urban Manual design standards and requirements. The plans shall include:
 - Cover
 - Standard notes and specifications
 - Quantities
 - Existing conditions
 - Tree preservation, tree removal and demolition plan
 - Proposed improvement plan (including proposed grading, Wood's Creek stream profile and alignments)
 - Typical sections and details.
- **EOPCC:** Prepare and submit an Engineer's Opinion of Probable Construction Cost (EOPCC) based on preliminary design plans. The
- **Furnish Review Copies:** COMPANY will provide electronic copies of the preliminary plans and EOPCC to CLIENT for review and comment.

2.4.b Final Design Plans and Bidding Documents – The following scope of services will be provided:

- **Document Preparation:** Final Drawings and Specifications which will meet the intent of the project. The plans shall include the items listed in the Preliminary Design Phase as well as:
 - Erosion Control Plan
 - Restoration Plan
 - Seed mixtures
 - Woods Creek Mainstem Cross Sections
 - Woods Creek Mainstem profiles
 - Details

COMPANY will provide special provisions for the specific pay items included in the project. COMPANY will utilize CLIENT's bidding document front end forms to prepare the bid package.

- **Technical Information:** Provide-technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; coordinate on behalf of the CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities if required.
- **EOPCC:** Prepare and submit an EOPCC based on final design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the final plans and EOPCC to CLIENT for review and comment. Project special provisions and front end bidding documents will be included.

2.5 Permitting

COMPANY will prepare and submit an application for the following agencies:

- **Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting:** Woods Creek is tributary to the Fox River which is a navigable waterway. From past experience working along this stream, it is known that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit 27 "Aquatic Habitat Restoration, Establishment, and Enhancement", Nationwide Permit 33 "Temporary Construction, Access, and Dewatering" and Nationwide Permit 13 "Bank Stabilization". COMPANY will prepare a Nationwide Permit Application Packet and submit to the ACOE. If wetland impacts exceed the requirements of the nationwide permit program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.
- **IDNR EcoCAT:** COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (**Ecological Compliance Assessment Tool**) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **McHenry-Lake County Soil and Water Conservation District (SWCD):** COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$2,260.00 based on a construction site of 5-9 acres of land disturbance (\$1,060), In stream work lasting 0-2 months (\$700) and a refundable pre-construction notification fee (\$500) and is included

in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

- **IDNR Office of Water Resources (IDNR-OWR):** Woods Creek has a designed floodway and floodplain. Construction in floodway is under the jurisdiction of IDNR-OWR and hence a permit/authorization from IDNR-OWR will be required. COMPANY will initiate correspondence with IDNR-OWR to confirm the permit required determination. For the purposes of the scope, it is assumed that the proposed activity will be subject to the rules entitled Floodway Construction in Northeastern Illinois (Part 3708 Rules. It is assumed that a detailed hydraulic model of Woods Creek will not be necessary for permitting as we are not proposing to relocate the channel or reduce its capacity. COMPANY will however prepare a hydraulic model of the stream for the purposes of design but it is not anticipated to be required for the IDNR-OWR permit. It is assumed based on past experience with similar projects that an approval can be obtained through a plan review and the cross sections on the plans showing that no fill will be placed within the floodway. It is assumed that a Letter of Map Revision (LOMR) is not required. This review fee, based on current fee schedule at the time of this proposal, is anticipated to be \$1,150 for review of construction activities that the IDNR-OWR determines would not require a review of a Hydrologic and/or hydraulic analysis to demonstrate compliance with the Part 3708 Rules. This fee is included in the cost of this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **Village of Algonquin Stormwater Permit:** COMPANY will prepare a stormwater permit application in accordance with the Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.
- **United States Fish and Wildlife Service (USFWS) Section 7 Review:** COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.
- **IEPA NOI and Storm Water Pollution Prevention Plan:** COMPANY will prepare and submit a Notice of Intent and a Storm Water Pollution Prevention Plan for the project. The plans will be prepared to comply with the provisions of the Statewide NPDES Permit Number ILR10 for Storm Water Discharges from Construction Site Activities, and include a site description, planned controls, proposed maintenance practices, erosion control inspection procedures, application of non-storm water discharge measures, Contractor Certification Statement. COMPANY will prepare a Notice of Intent (NOI) for submittal to the Illinois Environmental Protection Agency (IEPA) for coverage under the ILR10 General NPDES Permit. CLIENT is an MS4 community and therefore the IEPA does not charge a fee for submitting an NOI under the ILR10.

COMPANY will apply for permits during the preliminary and final plan phases depending on which agency is being submitted to. COMPANY cannot guarantee the length of time a review agency will take to complete a review and cannot guarantee approval of any submittal. The fees estimated



above are based on current fee schedule at the time of this proposal. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

2.6 Bidding Support

It is understood that CLIENT will manage bidding for this project. CLIENT will advertise the project in accordance with State statutes and CLIENT ordinances. The project will be publicly advertised for a minimum of two weeks in the local newspaper and electronically at the CLIENT's discretion. The cost of publication in a newspaper is not included in this agreement.

COMPANY will assist CLIENT to respond to bidder's questions during the advertisement period and will assist in issuing up to one (1) addendum to the bid package. A plan holder's list will be maintained by the CLIENT.

COMPANY will assist the CLIENT in a public bid opening located at the CLIENT's facilities. A representative from COMPANY will conduct the bid opening and publicly read aloud the received bids.

2.7 Public Meeting

A public meeting is not included in this agreement as requested by CLIENT. Support and attendance at a public meeting for residents and interested parties to attend and learn about the project can be provided for an additional fee.

3.0 Deliverables and Schedules Included in this Agreement

Plans will be developed to predetermined milestones for submittal to the COMPANY for review and approval. For a project of this type two (2) submittals preliminary and final would be made. The Preliminary (60%) and Final (100%) plans would be submitted to the CLIENT for review and comment. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.4 of this agreement.

COMPANY will provide CLIENT with the following deliverables:

- Electronic copy survey data, wetland delineation report and tree survey
- Electronic copies of preliminary and final plans and specifications
- Copies of all applied for permit applications and approvals pending receipt
- Soils reports and LPC -662 form



Task	Start Date	End Date
Project Management	January 2023	February 2024
Topographic Survey	January 2023	May 2023
Environmental Studies	January 2023	June 2023
Preliminary Contract Plans	April 2023	August 2023
Permit Clearing	July 2023	December 2023
Final Plans	August 2023	January 2024
Bidding Support	February 2024	February 2024

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

1. Boundary Survey or Plat of Easements
2. Topographic Survey, beyond specified in the scope of services
3. Appraisals and negotiations
4. Groundwater Study or Report
5. Archaeological and other Threatened & Endangered Species Surveys
6. Conditional Letter of Map Revision (CLOMR) / Letter of Map Revisions (LOMR)
7. Funding/Grant Applications or Grant Management
8. Permits Fees except when specifically stated that a fee is included in the agreement.
9. Permit review fees exceeding those identified as included in the agreement.
10. Televising and/or pipe condition analysis
11. Newspaper publication fees
12. Construction oversight
13. Bid package preparation, bid advertisement, bid tabulations
14. Public meeting

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

5.0 Services by Others

COMPANY proposes to use Baxter & Woodman Natural Resources, LLC (BWNR) as a sub-consultant. They will provide environmental services, assistance with design and permitting.

COMPANY proposes to use Indigo Ecological Design (Indigo) as a sub-consultant. They will provide CAD drafting and plan preparation services.

COMPANY proposes to use Rubino Engineering, Inc. (Rubino) as a sub-consultant. Rubino will assist with soil borings and CCDD certification.

6.0 Client Responsibilities

The following items shall be provided by the CLIENT:

- Request and provide GIS data, if applicable
- Copies of flooding history and flooding complaints, if available
- Copies of as-built and any major capital projects completed along Woods Creek including utility projects, culvert improvements and channel grading
- Provide review comments within 2 weeks of submittal of draft plans
- Signatures on permit application forms
- Meeting location at the Village's Public Works Building for in-person meetings

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

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

7.4 Exclusion

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



7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$119,708.00.

Task	HRG Fee	Sub Consultants	Fees	Total Fee
Task 2.1 - Project Administration and Meetings	\$5,034.00	\$0.00	\$0.00	\$5,034.00
Task 2.2 - Topographic Survey	\$14,950.00	\$0.00	\$0.00	\$14,950.00
Task 2.3 - Environmental Services	\$3,645.00	\$17,900.00	\$0.00	\$21,545.00
Task 2.4 - Contract Plans and Specifications	\$19,766.00	\$38,000.00	\$0.00	\$57,766.00
Task 2.5 - Permit Clearing	\$10,736.00	\$4,500.00	\$3,537.00	\$18,773.00
Task 2.6 - Bidding Support	\$1,640.00	\$0.00	\$0.00	\$1,640.00
Total	\$55,771.00	\$60,400.00	\$3,537.00	\$119,708.00



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

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

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

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

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.31 Soliciting Employment



Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E., CFM

Author Name

Approved by:

Printed/Typed Name: Ajay Jain, P.E., CFM

Title: Vice President Date: November 15, 2022

VILLAGE OF ALGONQUIN

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 1st, 2022
TO: Tim Schloneger, Village Manager
FROM: Brad Andresen, Village Ecologist/Horticulturist
SUBJECT: *Spring 2023 Prescribed Burns*

Attached you will find a copy of a proposal with Baxter & Woodman Natural Resources for the 2023 spring prescribed burns.

We contacted four contractors and received 3 quotes for completing the work:

Spring 2023 Burns	
Contractor	Total Price
Baxter and Woodman	\$31,500.00
RES	\$41,970.00
EnCap	\$52,812.00
Tallgrass Restorations	No Bid

We request approval for this contract in December so that the contractor has sufficient time to apply for the required IEPA open burn permits.

Prescribed burns are an essential tool for the effective maintenance of our restored natural areas within the Village. A safe, well timed, and expertly executed prescribed burn is not only a cost-effective method to control un-desirable plant species, but it also provides the native plants a jump start on growth by returning nutrients to the soil and clearing dead vegetation from the sites.

We recommend to approve Baxter and Woodman's proposal. They have completed multiple large restoration projects for the Village within the past three years.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of prescribed burning services for the 2023 prescribed burn project to Baxter and Woodman Natural Resources for \$31,500.00.



Village of Algonquin

The Gem of the Fox River Valley

Request for Quote:

Spring 2023 Prescribed Burns

Project Description:

The Village of Algonquin is seeking pricing for 12 prescribed burns to be completed during the spring 2023 burn season.

Project Timeline:

Quotes Due 10/31/2022

All burns to be conducted between March 1st and May 1st, 2023.

Project Specifications:

- All burns to be completed by a qualified contractor in a safe and controlled manner.
- Burn breaks and site preparation will be the responsibility of the Contractor.
- Contractor is required to obtain all necessary Illinois EPA, county, and local permits.
- Burn plans are to be submitted to the Village of Algonquin prior to the execution of the burns.
- An Illinois Certified Prescribed Burn Manager is required to be on site for each burn.
- All crew should be trained and experienced in wildland firefighting and should have National Wildfire Coordinating Group (NWCG) S130, S190 training.
- Successful completion of the burn will be when a minimum of 70% of the burn unit area has been burned.

Village of Algonquin Contact:

Please submit all questions in writing to:

Brad Andresen, Village of Algonquin Ecologist/horticulturalist.

Mobile: (515) 460-72689

E-mail: bradleyandresen@algonquin.org



Village of Algonquin

The Gem of the Fox River Valley

Spring 2023 Burns

Number	Site Name	Acreage	Lump Sum Price
1	Souwanas, Reach 2	3.4	
2	Spectrum Native Corridor	5.1	
3	Spella Park Pollinator Sled Hill	7.9	
4	Spella Wetland	87	
5	Woods Creek Riparian Corridor - Spella Bridge to Wood Creek Ln	15.9	
6	Woods Creek Riparian Corridor - Bunker Hill NW	5.6	
7	Woods Creek Riparian Corridor - Brookside Ave	2.1	
8	Wood Park Detention	2.6	
9	Winding Creek Corridor	4.4	
10	Grand Reserve Detention	13.7	
11	Grand Reserve Prairie	4.3	
12	Algonquin Commons	1.7	
Totals			
12 sites	Total 2023 Burn Cost	153.7	



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 13, 2022

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Resolution for Federal Participation in the Souwanas Trail and
Schuett Street Reconstruction Project

Attached, you will find a draft resolution committing local funding participation in the Souwanas Trail and Schuett Street Reconstruction and Underground Improvements project that is slated for construction in the spring of 2023. Also included is the project site map, Bureau of Local Roads (BLR 05510C form) funding agreement draft, and the GATA reporting addenda from the McHenry County Council of Mayors.

The Village will receive \$1.5 million in federal funding from the Surface Transportation Program – Local (STP-L) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSA). The remaining funds estimated at \$5,129,146 for the construction of this project will be funded locally. This Resolution is to commit the Village to fund the remainder of the project. The Resolution and signed agreement are to be sent to IDOT District One by January 16, 2023, in order to meet the March 10, 2023, IDOT letting and begin construction later in the spring. IDOT District One requests five (5) signed originals of the agreement and resolution.

RESOLUTION No: _____

A Resolution for approving an intergovernmental agreement with the State of Illinois and the Village of Algonquin appropriating funds for the Souwanas Trail, Oceola Drive, and Schuett Street improvements.

Section No. 17-00092-00-PV

Job No. C-91-098-22

Project No. 9132(817)

WHEREAS, the Village of Algonquin is proposing to improve Souwanas Trail, a portion of Oceola Drive and Schuett Street generally consisting of modified pavement reconstruction, storm sewers, sidewalks, curb & gutter, non-participating watermain and non-participating sanitary sewers.

WHEREAS, the above state improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (hereinafter "AGREEMENT") with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village of Algonquin:

Section 1: The Village of Algonquin hereby appropriates \$5,129,146.00 or as much as may be needed to match the required funding to complete the proposed improvement know as MFT Section Number 17-0092-00-PV and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village of Algonquin is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

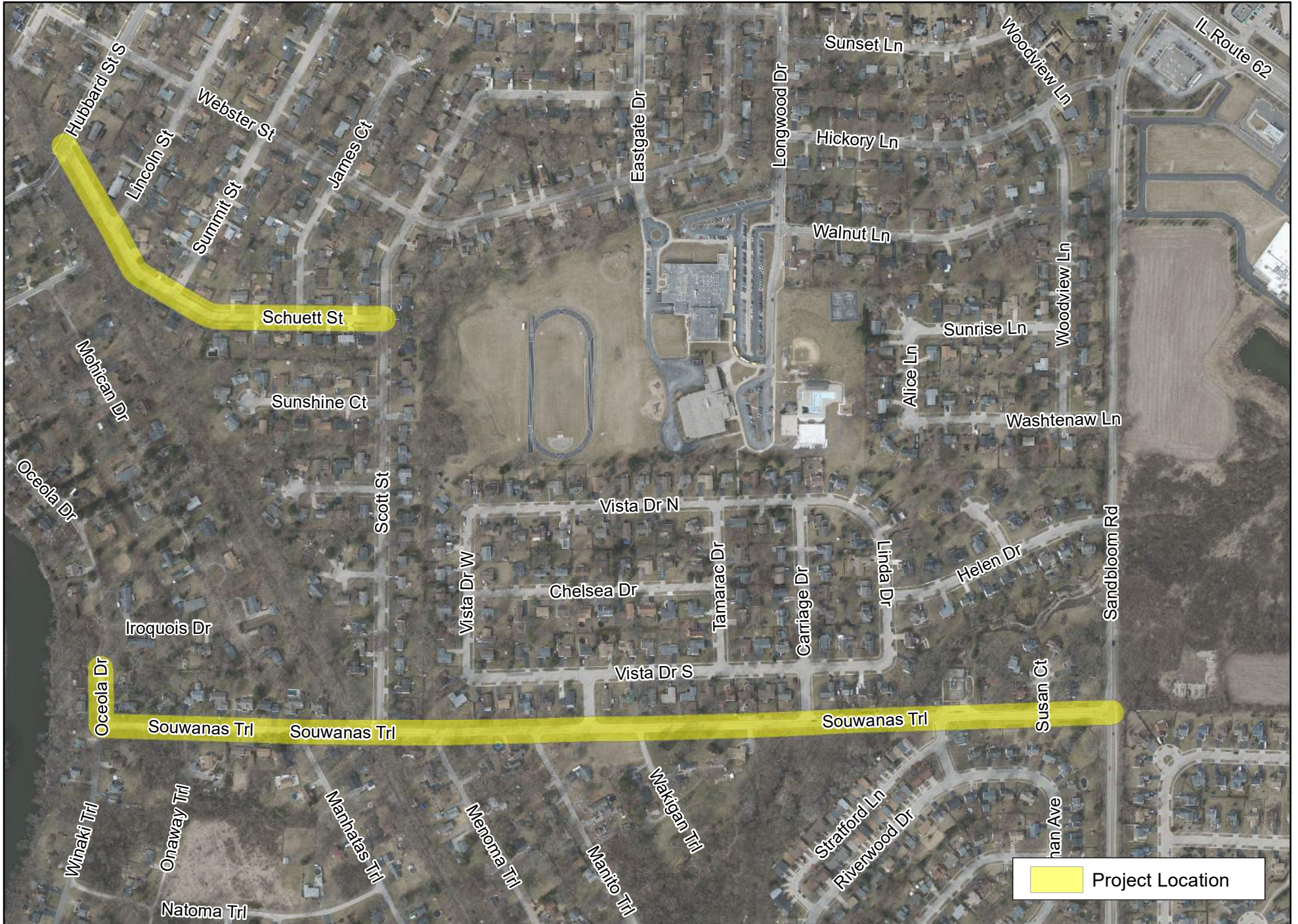
Section 4: The Village Clerk of Algonquin is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Fred Martin, Village Clerk in and for Algonquin, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village President and its Board of Trustees at its meeting on the _____ day of _____, 2022.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 2022.

(seal)

Souwanas Trail and Schuett Street Project



Addendum No. 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Algonquin	McHenry	17-00092-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP		CMAP	11-21-0008

Construction

State Job Number	Project Number
C-91-098-22	9132(817)

Construction on State Letting Construction Engineering Utilities Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	4004	0.53 MI	0.00	0.53

Location Termini
Scott Street to Sandbloom Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	1905	0.20 MI	0.00	0.20

Location Termini
Oceola Drive to Scott Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Oceola Drive	1193	0.06 MI	0.16	0.22

Location Termini
Oceola End to Souwanas Trail

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

LOCATION

			Stationing	
Local Street/Road Name	Key Route	Length	From	To
Schuett Street	4003	0.29 MI	0.40	0.69
Location Termini				
Hubbard Street to Scott Street				
Current Jurisdiction		Existing Structure Number(s)		Add Location
LPA		NA		Remove

PROJECT DESCRIPTION

Improvements to Souwanas Trail, Oceola Trail, and Schuett Street generally consisting of modified pavement reconstruction, storm sewers, sidewalks, curb and gutter, non-participating water main, and non-participating sanitary sewers.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and

Nondiscrimination Regulations required by the U.S. Department of Transportation.

7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs

shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's**

fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input checked="" type="checkbox"/>	4.	GATA Reporting

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Debby Sosine

Title of Official

Village President

Signature

Date

[Signature and Date boxes]

The above signature certifies the agency's TIN number is 366005766 conducting business as a Governmental Entity.

DUNS Number 070161971

UEI HSV9ZCZJBNF7

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Signature and Date boxes]

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

[Signature and Date boxes]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

[Signature and Date boxes]

Yangsu Kim, Chief Counsel

Date

[Signature and Date boxes]

Vicki Wilson, Chief Fiscal Officer

Date

[Signature and Date boxes]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

Resolution No. _____

A Resolution for:

Section Number 17-00092-00-PV
State Job Number C-91-098-22
Project Number 9132(817)

WHEREAS, the Village of Algonquin is proposing to
construct improvements to Souwanas Trail, Oceola Trail and Schuett Street

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees

Section 1: The President and Board of Trustees hereby appropriates \$5,129,146.00
or as much as may be needed to match the required funding to complete the proposed improvement from
Village funds and furthermore agree to pass a supplemental resolution if necessary to
appropriate additional funds for completion of the project.

Section 2: The Village President is hereby authorized to execute an AGREEMENT with IDOT
for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Algonquin is directed to transmit 3 (three) copies of the AGREEMENT
and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Fred Martin Clerk in and for Algonquin, Illinois, and keeper of the records and files
thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the
Village of Algonquin, Illinois, and keeper of the records at its meeting on the _____ day of December, 20 22.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of December, 20 22.

(seal)

Village Clerk

Instructions for BLR 05310C Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are: Bi-State Bi-State Regional Commission CMAP Chicago Metropolitan Planning Organization CUUATS Champaign/Urbana Urban Area Transportation Study DATS Danville Area Transportation Study DMATS Dubuque DSATS DeKalb/Sycamore Area Transportation Study DUATS Decatur Urbanized Area Transportation Study EWGCG East-West Gateway Council of Governments KATS Kankakee Area Transportation Study MCRPC McLean County Regional Planning Commission PPUATS Peoria/Pekin Urban Area Transportation Study RPC Region 1 Planning Council SATS Springfield Area Transportation Study SEMPO South East Metropolitan Planning Organization SIMPO Southern Illinois Metropolitan Planning Organization SLATS State Line Area Transportation Study
MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.

Instructions for BLR 05310C Page 2 of 3

Method C If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

For State-Let Construction Projects

Addenda

Within the addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map — Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost — Insert the division of cost age (see separate instructions for completing this document).
3. LPA Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Addendum 3. If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.
4. IDOT Fiscal Approval Signature Page.

Approved

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table

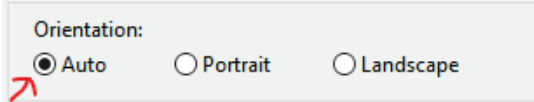
Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of local Roads Central Office (2)

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.
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Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [*city, village, town, county*] of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District ___ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: December 8, 2022

TO: Bob Mitchard, Public Works Director

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Tower Maintenance Program - Copper Oaks Tower

In the Village's water storage and distribution system, we have a total of 7 elevated water tanks in which after performing an inspection on all of them, we have rated all 7 of our tanks appropriately to determine what's next in line to be rehabbed within this maintenance program. Countryside Standpipe was identified last year, and completed on time, looking like brand new. Next to be rehabbed is Copper Oaks Tower that we were budgeting to be done in FY2023-2024, but upon our last condition assessment in July of 2022, the inspectors found that the roof vent was severely corroded causing the tank not to function properly in result to vacuum-related denting of the roof in multiple sections. With this said, we are planning to start panel replacement to the roof this fiscal year. Again, we are looking to solely partner with Utility Service Co., Inc. that perform tank maintenance & professional services to over 2,000 municipalities nationwide to care for over 6,000 tank assets in the USA. This is a program that starts with a complete renovation of the standpipe to bring it to a "baseline condition". Once the tank is to a "baseline condition" they start a maintenance program that involves annual draining, cleaning, and inspections. This company will make sure we are always in compliance with AWWA, EPA, and OSHA regulations. Money allocated and expended in the first year of the contract is to bring Copper Oaks tower to a baseline condition, and subsequent years in the contract will flatten the budget annually to a much more manageable ongoing fee that will cover all maintenance and repair.

Currently, in the Capital Improvement Budgets within the Water and Sewer Improvement Fund (Engineering Services), we have \$500,000.00 for Phase 1 of engineering for Huntington to Countryside watermain that we are not doing this year. Since this is not budgeted for this year, the partial work of \$1,193,952.00 being performed is not to exceed \$450,000.00 for this fiscal year 2022-2023. The remainder of the work will be performed in fiscal year 2023-2024, and therefore budgeted in the amount of \$743,952.00 in Water and Sewer Improvement Fund (Infrastructure Maintenance). We recommend that the necessary actions are taken to contract Utility Service Co., Inc. for our Copper Oaks Tower Maintenance Program.

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into by and between the VILLAGE OF ALGONQUIN, ILLINOIS, with a principal business address of 110 Meyer Drive, Algonquin, Illinois 60102 (“Owner”), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 (“Company”).

WHEREAS, the Owner and Company (collectively, “the Parties”) desire for Company to provide services to Owner under the terms set forth herein;

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

a. Scope. The Company agrees to provide the Owner with certain services (“Services”) set forth on each properly executed Scope of Work (“SOW”). to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the “Terms and Conditions”) set forth in this Agreement, including the Owner’s Specifications attached to this Agreement as Exhibit A. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term relating to specific items of work or service to be provided under the SOW or payments of an SOW and this Agreement, the term(s) of the SOW shall control

2. Term. The effective date of his Agreement shall be _____, 20____ (“Effective Date”). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year (“Term”). This Agreement will automatically renew for successive one-year terms (“Renewal Terms”) unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company’s employees and principals shall not be deemed for any purpose to be Owner’s employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any if its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any

governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. During the term of this Agreement, the Company shall comply with all insurance requirements set forth in). the Owner's Specifications.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder . Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Agreement or any SOW may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR

ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance

or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

VILLAGE OF ALGONQUIN

By: 

Name: Debby Sosine

Title: Village President

Date: July 6, 2021

COMPANY

UTILITY SERVICE CO., INC.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: July 22, 2021

Notice Address for Each Party:

Village of Algonquin

Attn: Jason Schütz

110 Meyer Dr

Algonquin IL 60102

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Blvd

P O Box 1350

Perry, Georgia 31069

Exhibit A Owner' Specifications for
Master Services Agreement Between Village of Algonquin and Utility Service Co., Inc.

1. PREVAILING WAGE NOTICE: For each Scope of Work issued under the Master Services Agreement ("Agreement") that calls for the construction and maintenance of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., the Company, and its contractors and subcontractors, are required to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under the Master Services Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

2. Workmanship; Safety: Company is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Agreement. Owner and Company shall not require any laborer or mechanic employed in performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards.

3. Lien Waivers: Prior to issuance of any payments by the Owner to the Company, the Company shall furnish to the Owner lien waivers evidencing the Company's payments for materials, labor and other expense incurred in the Company's Work hereunder. Owner may withhold the whole or any part of any payment due to the Company to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Company to make payments promptly for material or labor; or (d) Company's failure to furnish Owner with all written warranties and operational manuals for the Work.

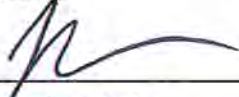
4. Warranty: Company warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Agreement; (b) shall be merchantable and of good quality and workmanship; and (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or work are generally used.

5. Insurance and Bonds. For the duration of the Master Services Agreement, Company shall comply with the insurance and bond requirements set forth in the VILLAGE OF ALGONQUIN INSURANCE AND BOND SPECIFICATIONS attached hereto.

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

THESE TERMS AND CONDITIONS ARE INCORPOATED INTO THE MASTER AGREEMENT AND ANY SCOPE OF WORK ISSUED THEREUNDER. No payment will be issued for a Scope of Work unless a signed, dated copy of these Terms and Conditions Agreement is returned to the Owner along with the Master Agreement.

COMPANY:



Jonathan Cato

Senior VP, Advanced Solutions LOB

07-22-21

Date

**VILLAGE OF ALGONQUIN INSURANCE AND BOND SPECIFICATIONS
for Master Agreements (construction/maintenance)**

1 Insurance Coverage and Limits. During the term of the Master Agreement, Company shall maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Agreement with liability limits as follows or as otherwise agreed to in writing by the Owner and the Company:

- .1 **Workers Compensation.** Company shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
- .2 **Commercial General Liability.** Company shall provide commercial general liability insurance to cover the liabilities of Company, its affiliates, independent contractors, and subcontractors, arising out of the Company's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. This insurance, including insurance provided under a commercial umbrella policy, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner.
 - a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to the Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Company shall provide the Owner with immediate notice of any cancellation. Company shall provide a certificate of insurance evidencing all required coverage prior to commencement of the work or services under this Agreement.
 - b. Additional Insured. Such insurance shall name the Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Company waives all rights against the Owner and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement. Company shall obtain a subrogation waiver in favor of the Owner from its insurer.
 - d. Continuing CGL Coverage. Company shall maintain commercial general liability insurance for at least three (3) years following the earlier termination or the completion of this Agreement or the completion of the Work or services under this Agreement and all authorized extensions thereof.
- .3 **Business Automobile Insurance.** Company shall provide business auto liability insurance to cover the liabilities of Company, its affiliates, independent contractors, and subcontractors, arising out of Company's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Company waives all rights against the Owner and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the Company's business auto liability or commercial umbrella liability insurance.
- .4 **Professional Liability Insurance.** If the Company performs any engineering or architectural services under a SOW issued under the Master Agreement, the Company shall obtain professional liability insurance for claims arising from its performance of professional services under this Agreement, which shall be written for not less than \$3,000,000.00 per claim and \$5,000,000.00 in the aggregate. Such insurance shall include prior acts coverage sufficient to cover all services rendered by the Company's sub-companies or contractors. This coverage shall be continued in effect for two years after the completion of its work or services.

2 Evidence of Insurance.

- .1 For the duration of the Master Agreement and each SOW issued thereunder, Company shall furnish the Owner with current certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
- .2 Failure of the Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

- .3 The Owner shall have the right, but not the obligation, to prohibit Company or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that Company's insurance has been placed in complete compliance with these requirements is received and approved by the Owner.
- .4 Failure to maintain the insurance required under the Village's Terms and Conditions to the Master Agreement and SOW shall constitute an event of default under this Agreement and shall allow the Owner to immediately terminate this Agreement at the Owner's option.
- .5 Company shall provide the Owner with thirty (30) days written notice prior to the cancellation or material change of any insurance required under this Agreement.

3 General Insurance Provisions

- .1 By requiring the insurance as set out in the Village's Terms and Conditions to the Master Agreement and SOW, the Owner does not represent that coverage and limits will necessarily be adequate to protect Company, and such coverage and limits shall not be deemed as a limitation on Company's liability at law and/or under the indemnities provided to the Owner in this Agreement.
- .2 If Company's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- .3 The insurance requirements set out in the Village's Terms and Conditions to the Master Agreement and SOW are independent from other obligations of Company under such agreements. All required insurance is to be placed with insurers authorized to conduct business in the state of Illinois with a current A.M Best's rating of no less than A:VII, unless otherwise acceptable the Owner.

Company shall provide Owner with a copy of Company's insurance requirements for its independent contractors or subcontractors performing work under the SOW1 or MSA and shall furnish to the Owner copies of certificates of insurance evidencing such coverage prior to the performance of any work by independent contractor or subcontractor.

4. Bonds. For Contract Year 1, Company shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Company shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Company in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

SCOPE OF WORK NO. 2
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
VILLAGE OF ALGONQUIN, IL

WATER TANK MAINTENANCE – 400,000 GALLON PEDISPHERE – COPPER OAKS TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 2 (“SOW2”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 400,000 gallon water storage tank located at 2100 Lake Cook Road, Algonquin, Illinois 60102 (hereinafter “tank”). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW2 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW2 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW2. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Illinois**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX 150 active mixing system along with its component parts.

3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 3.B shall be followed in this circumstance.

J. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, interior dry renovation, repairs and mixing system installation** prior to the end of Contract **Year 1**. The annual fee for Contract **Year 1** shall be **\$1,193,952.00** per Contract Year. The annual fee for Contract **Year 2** shall be **\$30,440.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.

5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable, **in monthly payments, beginning at the start of the exterior renovation, interior renovation, interior dry renovation, repairs and mixing system installation. The monthly payments shall be invoiced based on work completed during the prior month. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner).
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

The Owner is responsible for having the trees cut back off and away from the tank prior to the renovations.

8. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW2, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

SIGNATURE PAGE TO FOLLOW.

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

Village of Algonquin

Utility Service Co., Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Initial Upfront Renovation Specification

Year 1 (2023) - Exterior Renovation

1. All exterior surfaces shall be abrasive blast cleaned to a “Commercial” finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
2. A containment system shall be utilized to meet the emission control requirements of a Class 3A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
3. One (1) full primer coat of Tnemec Series 94 H2O zinc or equivalent coating shall be applied at the manufacturer’s recommended thickness.
4. One (1) full intermediate coat of Tnemec Series N69 epoxy or equivalent coating shall be applied at the manufacturer’s recommended thickness.
5. One (1) full finish coat of Tnemec Series 72 or equivalent coating shall be applied at the manufacturer’s recommended thickness.
6. Apply New Logos

Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series 21 Epoxy or equivalent coating shall be applied at the manufacturer’s recommended thickness.
 - b. Intermediate Coat: One [1] complete finish coat of Tnemec Series 21 Epoxy or equivalent coating shall be applied at the manufacturer’s recommended thickness.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series 21 Epoxy or equivalent coating shall be applied at the manufacturer’s recommended thickness.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of Illinois.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Interior Dry

1. The interior dry landings shall be abrasive blast cleaned to SSPC-SP No. 7.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. One (1) full finish coat of a Tnemec Series coating shall be applied to the blasted surfaces (100%) at the manufacturer's recommended thickness.
4. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
5. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
6. Rusty and or delaminating areas should be hand tool (SSPC-SP2) or power tool (SSPC-SP3) cleaned to tightly adhered rust or existing paint, and spot primed.
7. Apply one spot top coat of a Tnemec Series coating to the previously primed areas at the manufacturer's recommended thickness

Repairs

1. Install overflow pipe and screen assembly
2. Install 24" pallet type roof vent
3. Install access ladder cable safety climb devices
4. Seal current vent gap
5. Install mud valve
6. Repair the exterior roof

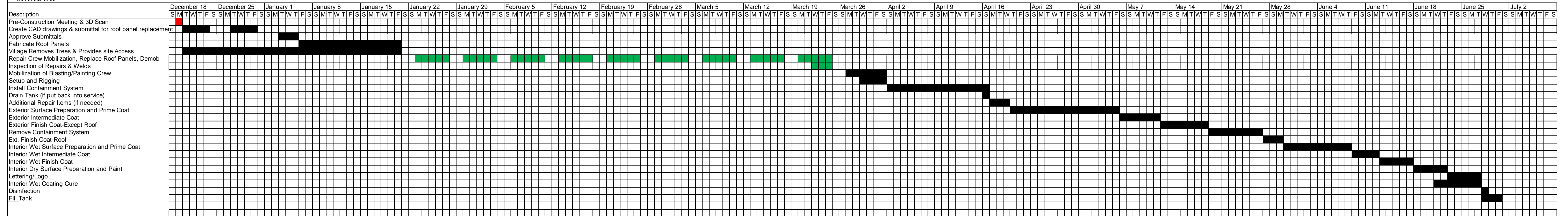
Notes: This exterior roof scope and pricing does not include climate control for tank roof areas. Winter Work Conditions are not included in pricing from roof repair subcontractor. Working conditions for roof repairs need to be performed in temperatures above 40 degrees, with no precipitation and no snow or ice on the tank. Conditions need to be favorable for a 5 day consecutive window for the repair crew to mobilize onsite and start the roof repair work.

Mixing System

1. Install a PWM 150/155 Active Mixing System
 - a. Owner will be required to provide 120 VAC, 15 Amp GFCI – Protected, 15 Amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX Mixer and the power supply during the installation.
 - b. Owner will be responsible for all trenching, conduit, and electrical connections outside the tank, unless otherwise specified by this agreement.
 - c. Upon completion of PAX installation, Company will power up the PAX Active Mixing system and complete electrical system check/IAR on PAX Control Center to verify proper operation.



PROJECT SCHEDULE
Village of Algonquin, IL
400,000 Gallon Single PED (Copper Oaks Tank) Renovation



Maxcor, Inc.
This schedule is an estimate only.
Sequence and duration of events are subject to change at the contractors discretion.
12/7/2022







VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 13, 2022

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Crystal Creek Riverwalk Improvements and Harrison St Bridge
Replacement – Change Order #13

Attached, you will find change order #13 and an exhibit of the historic parking lot for the Riverwalk Improvement and the Harrison St Bridge Replacement project. This change order is beyond staff's authority and requires review and approval from the Committee of the Whole and the Village Board. Due to the desire to have the historic parking lot accessible for the Miracle on Main event on December 3, this work has already been completed.

The change order request is to fully remove and replace the Village's historic parking lot behind the Algonquin Historic Village Hall at 2 S. Main Street. Per plan, the existing parking lot surface outside of the footprint of the storm trap was to be milled and resurfaced with 1 ½ inches of asphalt. During construction, it was determined that the depth of asphalt in the areas to be resurfaced varied from 1 ½ to 2 ½ inches and the overall pavement condition was extremely poor. Resurfacing the remaining parking lot areas was not a viable solution given this information. Staff is proposing to reconstruct the lot with 4 inches of asphalt (2" binder and 2" surface) to minimize future maintenance and extend the life of the parking lot pavement beyond 25 years.

Therefore, it is the Public Works Department recommendation that the Committee of the Whole take consideration of this change order and direct the Board of Trustees to officially approve payment in the amount of \$48,529.88. Staff appreciates the support of the Committee and Board on this project for Algonquin's historic downtown business district.



Design / Build

BURKE, L.L.C.

9575 West Higgins Road • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

December 6, 2022

Village of Algonquin
Public Works Department
110 Meyer Drive
Algonquin, IL 60102

Attention: Robert Mitchard - Director of Public Works

Subject: Crystal Creek Riverwalk Improvements and Harrison St Bridge Replacement
Burke, LLC Project No. 010150.00165 – Change Order #13

Dear Mr. Mitchard:

As requested, the HVH parking lot can be fully reconstructed in lieu of resurfacing. Attached is an exhibit detailing the area to be reconstructed. A summary of the additional pavement reconstruction work, credit for the area originally planned for resurfacing, and all associated costs are as follows:

Item	Total Cost
Additional Pavement Removal (760 sq yd)	\$ 11,970.00
Additional Pavement Replacement (760 sq yd)	\$ 50,692.00
Credit for Unused Surface Removal (425 sq yd)	\$ (10,263.75)
Credit for Unused Pavement Resurfacing (421 sq yd)	\$ (9,451.45)
Subtotal	\$ 42,946.80
CM Fee 8%	\$ 3,435.74
General Conditions 5%	\$ 2,147.34
TOTAL	\$ 48,529.88

This cost of this additional work was not included in the original scope of work used to determine the GMP. Burke, LLC requests that an increase be made to the GMP of **\$48,529.88**.

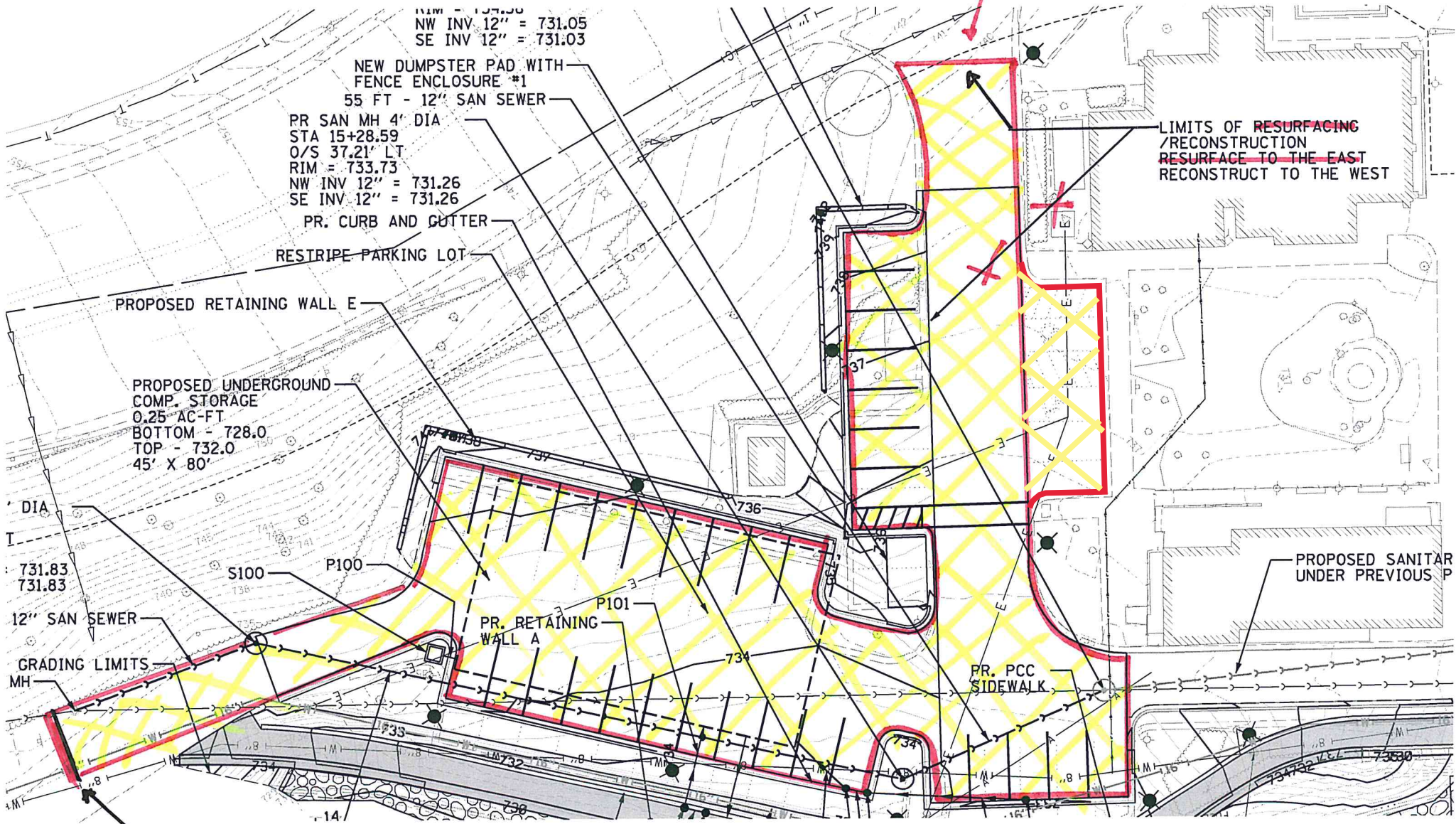
If you have any questions, please feel free to contact me.

Sincerely,

Orion Gale, PE
Principal

Owner's Acceptance By: _____ Date: _____

RECONSTRUCTION
TO EX. IDOT R.O.W.
BUTT JOINT



LIMITS OF RECONSTRUCTION

LIMITS OF RESURFACING
/RECONSTRUCTION
~~RESURFACE TO THE EAST~~
RECONSTRUCT TO THE WEST

PROPOSED SANITAR
UNDER PREVIOUS P

PR. PCC
SIDEWALK

PR. RETAINING
WALL A

NEW DUMPSTER PAD WITH
FENCE ENCLOSURE #1
55 FT - 12" SAN SEWER

PR SAN MH 4' DIA
STA 15+28.59
O/S 37.21' LT
RIM = 733.73
NW INV 12" = 731.26
SE INV 12" = 731.26

PR. CURB AND CUTTER

RESTRIPE PARKING LOT

PROPOSED RETAINING WALL E

PROPOSED UNDERGROUND
COMP. STORAGE
0.25 AC-FT
BOTTOM - 728.0
TOP - 732.0
45' X 80'

731.83
731.83

12" SAN SEWER

GRADING LIMITS

MH

M

14

14

14

14

14

14

14

14

14