

**COMMITTEE OF THE WHOLE
SEPTEMBER 12, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.**

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

**** AGENDA ****

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider and Public Event Permit for the McHenry County Vikings Rugby Football Club on October 14, 2023 at Spella Park
 - B. Concept Presentation – Apartment Building at Southwest Corner of Algonquin Road and Hanson Road
- 4. General Administration**
 - A. Consider an Amendment to the Merit Compensation Plan
 - B. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code
- 5. Public Works & Safety**
 - A. Consider an Agreement with LPS Pavement Company for South Main Street Brick Paver Repairs
 - B. Consider an Agreement with Christopher Burke Engineering for the Design Engineering for the Replacement of Edgewood Drive Retaining Wall
 - C. Consider an Agreement with A Lamp Concrete Contractors for the Rolls Drive Rehabilitation Project
 - D. Consider an Agreement with Christopher Burke Engineering for the Rolls Drive Rehabilitation Project Construction Oversight
 - E. Consider an Agreement with Christopher Burke Engineering for the Design Engineering Services for the Willoughby Farms Section 1 Rehabilitation
 - F. Consider an Agreement with Christopher Burke Engineering for the Phase 1&2 Engineering Services for Windy Knoll, Oakview Ravine, and Twisted Oak Erosion Improvement
 - G. Consider Adopting the McHenry County Natural Hazard Mitigation Plan
 - H. Consider an Agreement with Trotter and Associates Inc. for the 2023 Water Master Plan Update Engineering Services
 - I. Consider an Agreement with Water Well Solutions for the Well No. 10 Rehabilitation Project
 - J. Consider an Agreement with Trotter and Associates for the Design Engineering Services for the Braewood Lift Station Upgrade
- 6. Executive Session** (if needed)
- 7. 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>	September 12, 2023
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Senior Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Spella Park Rugby Match, October 14

ACTION REQUESTED:

Edmund Gadomski, on behalf of the McHenry County Vikings Rugby Football Club, is seeking approval for a Public Event/Entertainment License for a Rugby Match at Spella Park on October 14, 2023. Mr. Gadomski is also requesting a waiver of fees due to the Rugby Club being a not-for-profit organization.

DISCUSSION:

Mr. Gadomski is requesting permission for the McHenry County Vikings Rugby Football Club to host the Chicago Blaze Rugby Club at Spella Park. The event would occur on October 14, 2023 (rain date October 13, 2023) and would occur between 1:00 pm and 3:00 pm. Set up would occur on Friday, October 13, 2023, at 4:00 pm. Expected attendance for the match will be 250 participants and no fire or police presence is requested.

RECOMMENDATION:

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Rugby goals cannot be put up until the day of the event and must be disassembled and taken down immediately after the event. The goals cannot remain up until the next day;
- Any on-site food trucks will need to apply for a separate Special Event Permit through the Village of Algonquin;
- All participants shall park in legal parking spaces;
- Emergency to the field shall not be blocked;
- No alcohol shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the match for consumption;
- All garbage/debris from the event shall be deposited in on-site trash bins. Public Works can provide trash liners, but the permittee will need to change out their trash bags during the event. The permittee shall bag and stack all full trash bags at a garbage can;
- There are no bathroom facilities available. The applicant shall rent the appropriate number of portable bathroom facilities;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;

- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

ATTACHMENTS:

- Public Event License Application



Village of Algonquin

PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: McHenry County Vikings RFC VS. The Chicago Riot

Sponsoring Organization:

Name: McHenry County Vikings RFC Contact Name: Ed Gadowski
Address: 2610 Harnish Dr, Algonquin, IL
City, State, ZIP: Algonquin, IL, 60102
Phone: 630-238-1111 Email: McVikingsRFC@gmail.com

Event Coordinator:

Name: Ed Gadowski
Home Address: [Redacted] Ln
City, State, ZIP: Algonquin, IL, 60102
Phone: [Redacted] En [Redacted]

Event Information:

Describe the Nature of the Event: Rugby Match

New Event Repeat Event If repeat, will anything be different this year? No

Event Address: 2610 Harnish Dr, Algonquin, IL, 60102

Date(s) and Time(s) of the Event: 10-14-23 @ 1300 (1pm) - 1500 (3pm)

Rain Date(s), if applicable: 10-15-23

Set-Up Date/Time: 10-13-23 @ 1600 - 2000

Maximum Number of Attendees/Participants Expected: 250 persons

Admission Fee: Yes No If Yes, list fee(s) to be charged: N/A

How will the revenue be used (include donations to non-profit or charitable organizations): N/A

Event Website: McVikingsRFC.org

Event Details:

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

Vikings will Face the Prot in a Rugby Match
Free to the public.

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

Most people car share.
use parking near pitch.

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

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

N/A - police are welcome.

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

N/A - EMS is welcome.

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

the pitch

Do you wish to serve alcoholic beverages? Yes No

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

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No

If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____
N/A

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): NO

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

Name of on-site contact during the event (please print): Ed Gadomski
On-site contact's cell num: [REDACTED]
On-site contact's work number: N/A
On-site contact's home number: N/A

Affidavit of Applicant:

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



Signature of Applicant

Ed Gadomski

Printed Name of Applicant

8-27-23

Date

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: Edmund Gadomski

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Edmund Gadomski
[Print] _____
[Signature] _____

Date: 8-27-23



Village of Algonquin

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AGENDA ITEM

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<u>MEETING DATE:</u>	September 12, 2023
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Senior Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Concept Presentation – Apartment Building at the Southwest Corner of Algonquin Road and Hanson Road.

ACTION REQUESTED:

The owner of the property at the southwest corner of Algonquin Road and Hanson Road (PIN #19-29-238-014, the “Subject Property”) has requested feedback from the Committee of the Whole on an apartment building proposal for the subject property.

DISCUSSION:

The proposed apartment building is four stories in height and an average of forty-five feet (45’) tall. This height does not include the partially exposed parking garage underneath. Each floor of the proposed apartment building includes twenty-five (25) one-bedroom units, totaling one hundred (100) dwelling units. The floor area of each unit is at least nine hundred (900) square feet. The proposal includes one hundred seventy (170) parking stalls, with seventy-five (75) of the stalls located in the parking garage.

PROPERTY DETAILS:

The Subject Property is zoned B-1 (Business, Limited Retail) and is designated as “Retail” in the Future Land Use Plan. Apartments are not allowed as a primary use in the B-1 Business, Limited Retail District. The Subject Property is surrounded by R-1 (One-Family Dwelling) Zoning on the south and west sides, detached single-family homes in Lake in the Hills on the north side, and B-2 (Business, General Retail) on the east side.

The proposed use does not meet the current Zoning Code or the Future Land Use Plan.

ATTACHMENTS:

- Land Survey
- Concept Site Plan
- Concept Floor Plan
- Concept Building Elevation

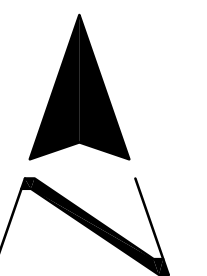
ALTA/ACSM LAND TITLE SURVEY

by
SURVEY SYSTEMS OF AMERICA, INC.

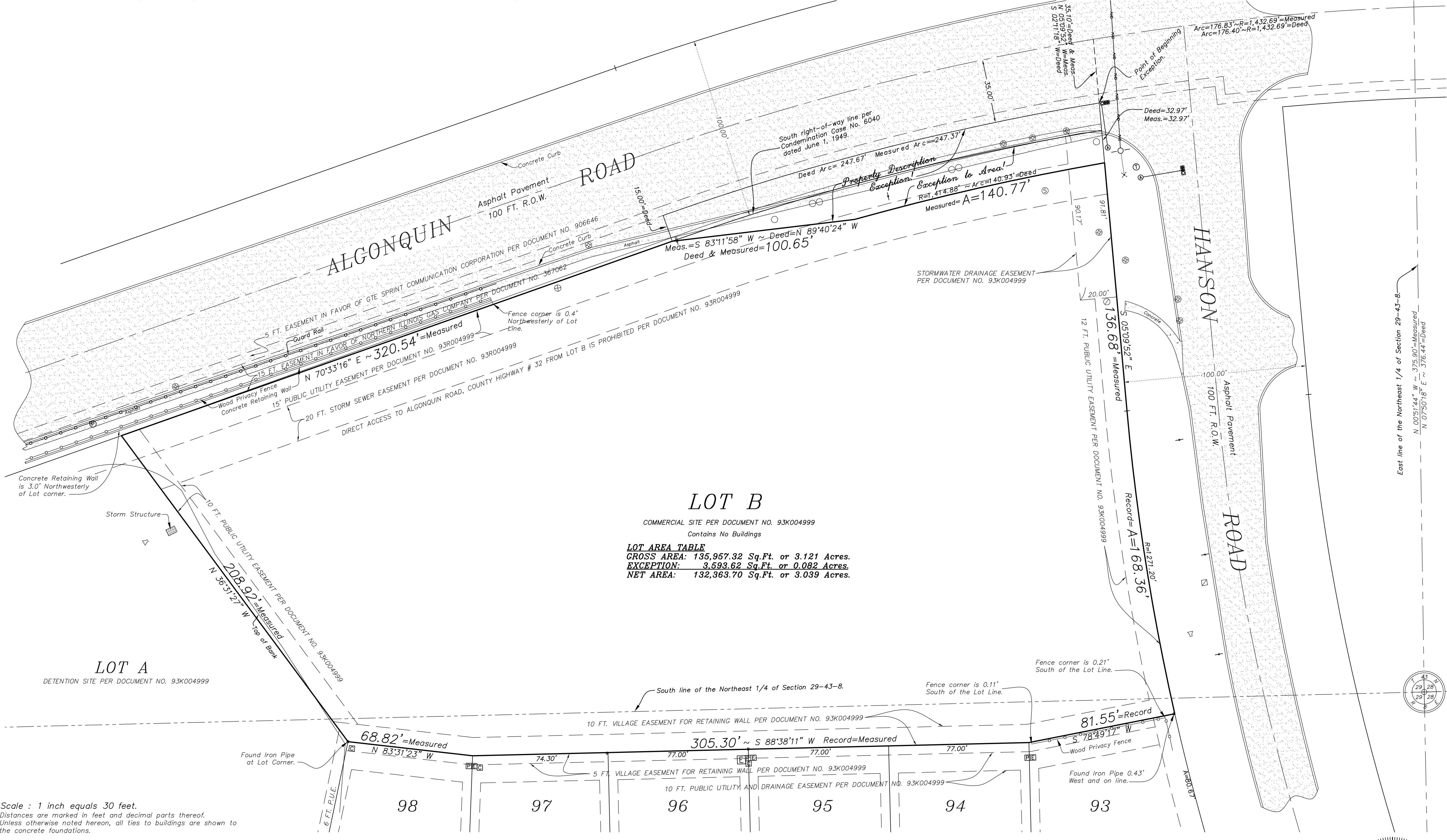
Professional Design Firm - License No. 184-002797

PROFESSIONAL LAND SURVEYORS

P.O. Box 6174
Elgin, Illinois 60121-6174
Phone : (847) 428-5775



Lot B in Burnside's Fieldcrest Farms Unit 2B, being a subdivision of part of the Northeast 1/4 of the Southeast 1/4, and part of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded January 27, 1993 as Document number 93R4999, in McHenry County, Illinois, Except that part described as follows: That part of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 43 North, Range 8 East of the Third Principal Meridian more particularly described as follows: Commencing at the Southeast Corner of the Northeast 1/4 of said Section 29; thence on an assumed bearing of North 07 Degrees 50 Minutes 18 Seconds East along the East line of the Northeast 1/4 of said Section 29, a distance of 376.44 feet (114.739 meters) to the intersection of the centerline of Algonquin Road as recorded January 25, 1950 as Document number 227882; thence West along the centerline of said Algonquin Road, said centerline being non-tangential curve concave to the south having a radius of 1432.69 feet (436.684 meters), central angle of 07 Degrees 03 Minutes 16 Seconds, the chord of said curve bears North 88 Degrees 37 Minutes 09 Seconds West, a chord distance of 176.29 feet (53.732 meters), 176.40 feet (53.766 meters); thence South 02 Degrees 11 Minutes 18 Seconds West 35.10 feet (10.669 meters) to the southerly right of way of said Algonquin Road, said point being 35.00 feet (10.668 meters) from, as measured perpendicularly to, the centerline of said Algonquin Road, said point also being the westerly right of way line of Hanson Road as dedicated July 12, 1990 as Document Number 90R025553, said point being the point of beginning; from said point of beginning; thence continuing South 02 Degrees 11 Minutes 18 Seconds West along the easterly line of the grantor 32.97 feet (10.051 meters); thence west along a non-tangential curve concave to the south having a radius of 1414.88 feet (431.255 meters), central angle of 05 Degrees 42 Minutes 26 Seconds, the chord of said curve bears South 84 Degrees 21 Minutes 46 Seconds West, a chord distance of 140.87 feet (42.938 meters), 140.93 feet (42.956 meters); thence North 89 Degrees 40 minutes 24 Seconds West 100.65 feet (30.678 meters) to a point on the newly established southerly right of way line of said Algonquin Road as dedicated by Fieldcrest Farms Unit 2B Plat of Subdivision dated September 1, 1992 as Document Number 1993R004999; thence North 12 Degrees 24 Minutes 31 Seconds West, 15.00 feet (4.572 meters) to the southerly right of way line of aforesaid Algonquin Road; thence continuing East along the southerly right of way line of aforesaid Algonquin Road being a non-tangential curve concave to the south having a radius of 1397.69 feet (426.016 meters) central angle of 10 Degrees 09 Minutes 10 Seconds, the chord of said curve bears North 82 Degrees 40 minutes 06 Seconds East, chord distance of 247.35 feet (75.391 meters), 247.67 feet (75.490 meters) to the point of beginning, in McHenry County, Illinois.



Flood Hazard Note:

This property is in an area described as "Zone X" as defined by the Federal Emergency Management Agency's Flood Insurance Rate Map of Unincorporated McHenry County, Illinois. (Community Panel Number 17111C0337J) Dated November 16, 2006.

Legend

- ⊕ Beehive Inlet
- ☐ Cleanout
- ▣ Cable TV Pedestal
- △ Flared End Section
- × Guy Wire
- Inlet
- Manhole
- ⊞ Phone & Electric Pedestals
- ⊙ Phone Manhole
- ⊙ Sanitary Manhole
- Sign
- ⊙ Storm Manhole
- ⊞ Electric Transformer
- ⊙ Traffic Signal Manhole
- ⊞ Traffic Signal
- Wood Service Pole

LOT B
COMMERCIAL SITE PER DOCUMENT NO. 93K004999
Contains No Buildings

LOT AREA TABLE

GROSS AREA:	135,957.32 Sq.Ft. or 3.121 Acres.
EXCEPTION:	3,593.62 Sq.Ft. or 0.082 Acres.
NET AREA:	132,363.70 Sq.Ft. or 3.039 Acres.

Note!

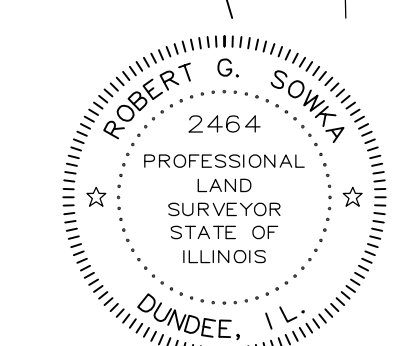
This survey does not constitute a title search by Survey Systems of America, Inc.. All information regarding record easements, adjoiners, and other documents that might affect the quality of title to tract shown hereon was gained from title commitment order number 1412 WSA530091 LPI prepared by Chicago Title Insurance Company, with the effective date of January 4, 2012.

Note!

Determination of the physical location of any underground structures or utilities existing below the surface of the property shown hereon is limited to evidence on or above the surface of said property.

State of Illinois }
County of Kane }
CERTIFIED TO: Chicago Title Insurance Company and GMS Algonquin, LLC, an Illinois Limited Liability Company

SURVEY SYSTEMS OF AMERICA, INC., hereby certifies that this map or plat and the survey on which it is based were made in accordance with "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 7a, 8 (except for elevations and contours), & 11a (surface indications only) of Table A thereof. The field work was completed on 4/27/2012.
Dundee, Illinois Dated this 10th day of May, A.D., 2012.



PRELIMINARY for REVIEW

by: Robert G. Sowka I.P.L.S. No. 2464

Expires 11/30/2012
PLAT ONLY VALID WITH EMBOSSED SEAL AND ORIGINAL SIGNATURE

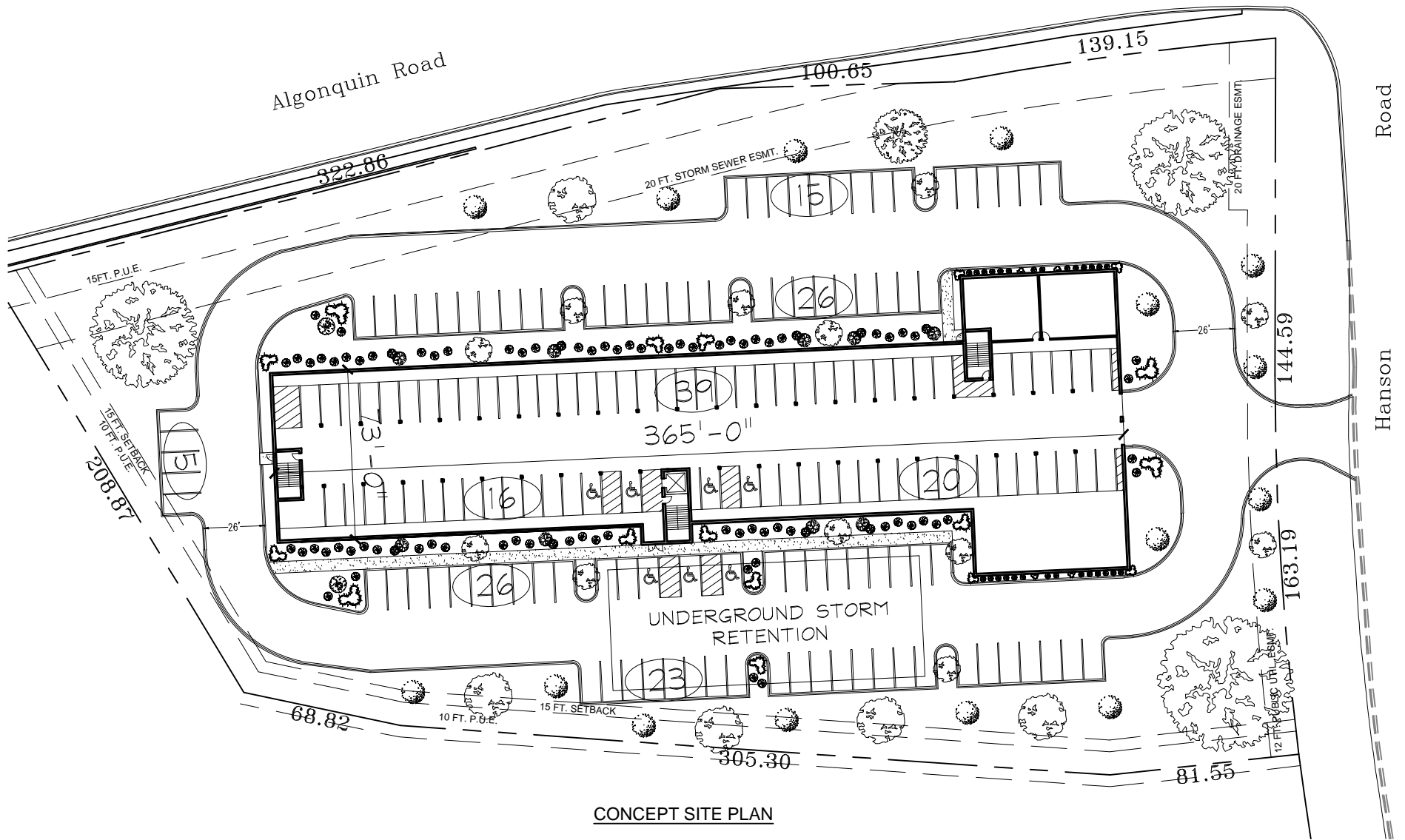
Scale : 1 inch equals 30 feet.
Distances are marked in feet and decimal parts thereof.
Unless otherwise noted hereon, all ties to buildings are shown to the concrete foundations.

Client : Commercial Management Company
Surveyed by: DC Drawn by: KPH Checked by: RGS
Field Work Complete: 4/27/2012

Building setback lines and easements, if any, shown hereon are as shown on the recorded subdivision plat. Consult local authorities for building setback lines established by local ordinances.
Please check Legal Description against Deed; also compare all points before building and report ANY DISCREPANCIES IMMEDIATELY.

ORDER NO: 123-2192B-2.B AS

2192B-2 AS.dwg



ALGONQUIN APARTMENTS

GMS Algonquin, LLC

SITE DATA

LOT AREA	=	135,957 SF
BUILDING FOOTPRINT	=	29,000 SF
PAVED AREA	=	135,957 SF
TOTAL PARKING SPACES	=	170
TOTAL SINGLE BEDROOM APTS.	=	100
PARKING RATIO PER APT.	=	1.7



1095 Pingree Rd. - Suite 201
 Crystal Lake, IL 60014
 Phone: (847) 854-0800

PROJECT No:

2023-83J

DATE

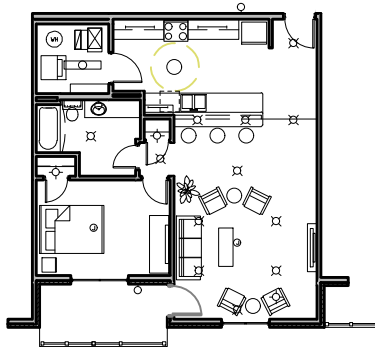
7/10/2023

SCALE:

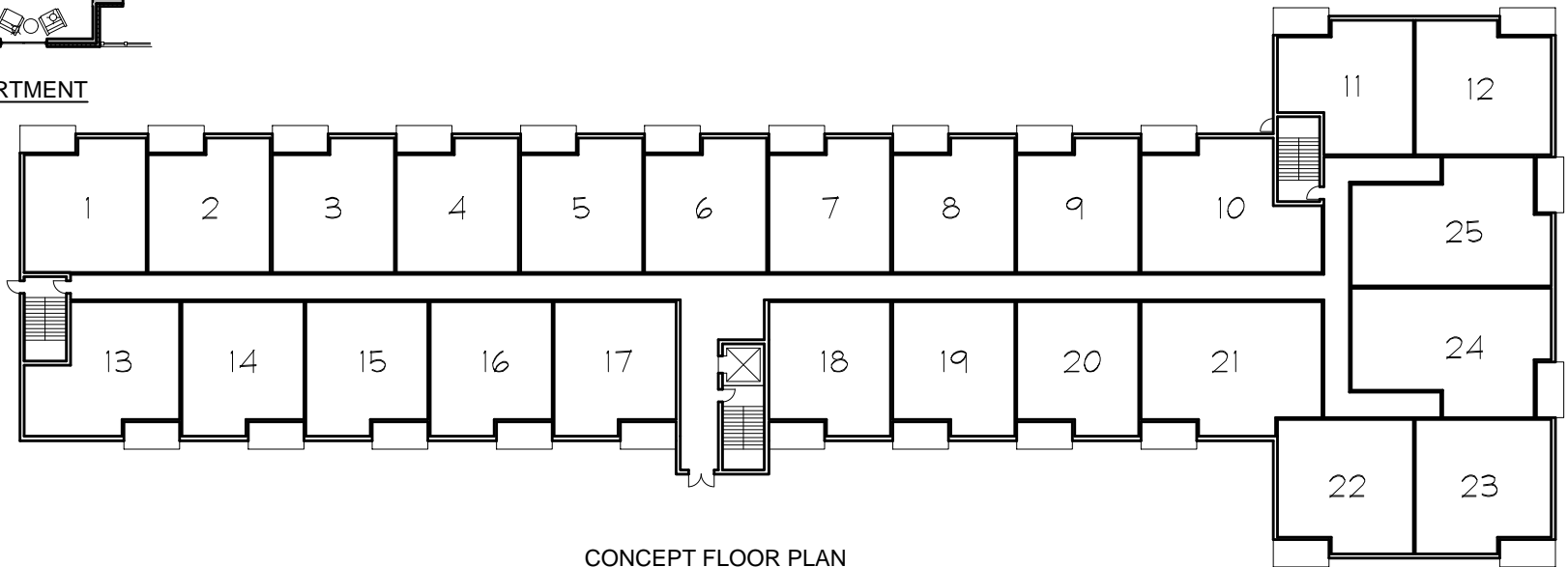
NTS



CONCEPT ELEVATION



TYPICAL APARTMENT



CONCEPT FLOOR PLAN

ALGONQUIN APARTMENTS

GMS Algonquin, LLC

BUILDING DATA

APARTMENTS PER FLOOR	= 25
STORIES ABOVE GRADE	= 4
TOTAL SINGLE BEDROOM APTS.	= 100
MINIMUM APARTMENT SIZE	= 900 SF
AVERAGE BUILDING HEIGHT	= 45'



1095 Pingree Rd. - Suite 201
 Crystal Lake, IL 60014
 Phone: (847) 854-0800

PROJECT No:

2023-83J

DATE

7/10/2023

SCALE:

NTS





VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: August 22, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Merit Compensation Plan Changes

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

However, periodically the Village has a need to adjust this document mid-year by making changes that are in the best interest of the Village.

I am recommending the following changes:

1. We added a new title to reflect changing responsibilities:
 - a. Custodian at a Grade 1.
 - i. This position is going from part-time (Facility Maintenance Worker) to full-time.

As usual, please let me know if you have any questions on the attached documents. I have attached the draft with the changes highlighted and the clean version for your consideration. With this said, I am requesting the Board consider and approve amending the Merit Plan.



Village of Algonquin

The Gem of the Fox River Valley

Fiscal Year 2023-2024 **MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL	MAXIMUM
1	Office Clerk I - Receptionist I - Custodian	\$3,853.63	\$4,551.15	\$5,248.67
2	Receptionist II - Account Clerk	\$4,085.40	\$4,818.37	\$5,551.34
3	Account Clerk I - Permit Clerk	\$4,346.47	\$5,118.58	\$5,890.70
4	Account Clerk II - Social Worker Advocate	\$4,619.55	\$5,432.70	\$6,245.85
5	Administrative Specialist I - Account Clerk III	\$4,874.64	\$5,725.98	\$6,577.32
6	Property Maintenance Inspector - Administrative Specialist II – Utility Billing Coordinator - Accounts Payable Specialist	\$5,158.03	\$6,051.21	\$6,944.39
7	Human Resources Generalist - Administrative Assistant	\$5,458.94	\$6,397.53	\$7,336.12
8	Planner - Management Analyst - Innovation Analyst - Executive Assistant/Deputy Clerk - Laboratory Technician	\$5,860.48	\$6,859.83	\$7,859.19
9	Building Inspector - Accountant - Asst. Innovation Coordinator - Innovation and Technology Officer I	\$6,351.80	\$7,546.66	\$8,741.53
10	Plumbing Inspector - Electrical Inspector - Innovation Coordinator - Senior Accountant	\$6,831.41	\$7,976.91	\$9,122.40
11	Asst. to the Village Manager - Asst. Bldg. Commissioner - PW Supervisor - Recreation Superintendent - Senior Planner - Accounting Manager - Assistant Innovation Officer - Ecologist/Horticulturist - Engineer II	\$7,615.58	\$8,841.62	\$10,067.65
12	Chief Utility Operator	\$8,135.12	\$9,560.55	\$10,985.98
13	PW Superintendent - Police Sergeant - Deputy Chief Financial Officer - Community Development Deputy Director	\$8,759.40	\$10,395.47	\$12,031.55
14	Assistant PW Director - Building Commissioner	\$9,266.21	\$10,853.42	\$12,440.63
15	Human Resources Director - Deputy Police Chief	\$9,934.46	\$11,693.65	\$13,452.85
16	Chief Innovation Officer - Assistant Village Manager - Community Development Director - Village Engineer	\$10,676.76	\$12,453.59	\$14,230.43
17	Deputy Village Manager/Chief Financial Officer - Police Chief - Public Works Director	\$11,387.32	\$13,542.47	\$15,697.63



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: August 23, 2023

TO: Village Board

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 amending the number of available Class A-1 and Class F liquor licenses.

Cooper's Hawk Algonquin LLC (dba) Cooper's Hawk Winery & Restaurant, located at 1741 S. Randall Road, Algonquin, has requested a Class A-1 liquor license, which will allow the retail sale of alcoholic liquor for consumption on premise as well as in sealed containers for consumption off the premises.

Portillo's Hot Dogs, LLC, located at 1801 S. Randall Road, Algonquin has requested a Class F liquor license, which will allow the retail of sale of Beer and Wine only for the consumption on premise as well as in sealed containers for consumption off premise.

Staff recommend increasing the number of available Class A-1 and Class F liquor licenses by one to accommodate Cooper's Hawk and Portillo's.

Attachment

ORDINANCE NO. 2023 - O - _____

**An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code**

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

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

SECTION 1: Section 33.07-B, Paragraphs 2 and 14 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

- 2. Thirty-seven Class A-1 licenses at any one time.
- 14. Nine Class F 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 _____, 2023, 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: August 29, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Down Town Brick Paver Maintenance

Attached is a proposal from LPS Pavement Company, for South Main Street. The brick paver repairs will be along South Main Street, from Route 31 to Route 62.

With the completion of the downtown streetscape project in 2019, the Village now needs to do maintenance of cracked, or settling brick pavers in the roadways and sidewalks. LPS Pavement Company, out of Oswego, Illinois did the original installation of all the bricks within the down town. Since they have been doing this for the Village, they have become very familiar with the process and the Village standards.

Based on this experience, the Village would like to continue with LPS Pavement Company. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted \$200,000.00 in the street improvement fund for this work. The attached proposal is for \$47,000.00 which is an estimate, and is under budget.

We are excited to keep the down town district looking beautiful and well maintained. I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$47,000.00 to LPS Pavement Company out of Oswego, Illinois.

LPS PAVEMENT CO.

67 Stonehill Road
Oswego, IL 60543

Telephone: (800) 232 - 1770
(630) 551 - 2100
Fax: (630) 551 -2105

QUOTATION

PROPOSAL SUBMITTED TO: Village of Algonquin	PHONE: 847-456-5307	DATE: 8/22/2023
STREET: 110 Meyer Drive	JOB NAME: Downtown Paver Repairs - 2023	
CITY, STATE AND ZIP CODE: Algonquin, IL 60102	JOB LOCATION: Algonquin, IL	
ATTENTION: Vince Kilcullen	OTHER:	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

LPS Pavement Company will provide the following labor and materials:

- Remove and reset pavers to proper elevations where settled.
- Remove and replace damaged/chipped pavers.
- Provide additional sand setting bed aggregate as needed for these repairs.
- Furnish and install polymeric jointing sand for all repairs.
- Sawcutting of pavers as required and equipment necessary to perform the paver repairs.

Other Provisions or Exclusions:

- Replacement pavers to be provided by the Village.
- Village to provide an arrow board and road work ahead signs as needed - to be coordinated with our site foreman.

Pricing is based upon a daily crew rate of \$4,675.00/day (includes labor, fringes, equipment, aggregates, overhead & profit).

Based upon site review, allow (10) working days for this scope of work.

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS

FOR THE SUM OF: Pricing as stated above. \$ -

PAYMENT TO BE MADE AS FOLLOWS: Payment will be made within Thirty (30) days of this invoice. A 1.5% service charge will be added to all past due accounts each month

All material guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Workmen's Compensation Insurance. In the event LPS Pavement Co. is forced into litigation prompted by non-payment of contract, LPS Pavement Co. shall be entitled to full reimbursement of contract plus interest and all reasonable legal expenses.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined.

Signature: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Retaining Wall Assessment and Design Engineering for
Replacement of Edgewood Drive Retaining Wall

Attached are two proposals from Christopher B. Burke Engineering, LTD. (CBBEL). The first proposal is to assess six existing retaining walls maintained by the Village's Public Works staff, including Walls 1 and 2 at Ted Spella Community Park, Walls 1, 2, and 3 at Water Treatment Plant No. 2, and Wall 1 at Talaga Drive. Public Works staff has identified these six walls as poor or fair and in need of repair.

Assessments will include visual inspections, photo documentation, recommendation for future inspections, and a final recommendation for repairs from a Structural Engineer. The proposal amount for the six retaining wall assessments is \$4,180.

The second proposal is for the design to replace two deteriorating retaining walls along the north side of Edgewood Drive west of IL Route 31. These walls are in very poor condition and, if not addressed, could become a liability. Staff determined that repairing the existing block retaining walls was not an option and that total replacement is recommended.

The west wall is 165 feet in length with a height of four feet. The east wall is 150 feet in length with a height of eight feet. Staff has asked CBBEL to look into wall options, including a cast-in-place cantilevered concrete wall and a Redi-Rock block wall (similar to the walls used downtown). The tentative schedule has the design of the new wall completed in January 2024, with construction in the spring of 2024. The proposal for the Edgewood Retaining Wall is \$51,805.

Available funds budgeted in the Street Improvement Fund will be used to complete the work for both proposals. The amount budgeted for the Retaining Wall Maintenance in FY23/24 is \$1,000,000. The estimated construction costs for the Edgewood walls are \$650,000. Given this information, staff feels confident that there are available funds in the Street Improvement Fund to cover all costs related to the design and construction of these walls.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move both proposals for the aforementioned retaining walls to the Village Board in the amount of \$55,985.00 to the Village Board for approval.

Consulting Engineering
Master Agreement Work Order Form

I. Proposal for Professional Engineering Services for Retaining Wall Inspection

The Village of Algonquin has requested that CBBEL perform inspections of retaining walls located at the following sites:

- Ted Spella Community Park – Lower lot, two retaining walls
- Water Treatment Plant (IRP2) – one retaining wall along Wynnfield Drive and two retaining walls along east driveway.
- Talaga Drive at Algonquin Road – One retaining wall on west side of Talaga Dr.

II. Project Understanding

- A. Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for the inspection of the retaining walls listed above as requested by the Village.

CBBEL will perform a visual inspection of the retaining walls and will review any available plans, calculations or geotechnical information for the walls.

Below is a summary of the Village’s observations of the subject walls:

- Ted Spella Community Park, Wall 1 (Upper Wall) – 161 ft long x 5 ft tall segmental block wall with a wooded fence attached to the top, fair condition.
- Ted Spella Community Park, Wall 2 (Lower Wall) – 72 ft long x 3 ft tall segmental block wall, wall is leaning, fair/poor condition.
- Water Treatment Plant (IRP2), Wall 1 (Along Wynnfield Drive) – 170 ft long x 2 ft tall segmental block wall, missing blocks/caps, leaning, fair/poor condition.
- Water Treatment Plant (IRP2), Wall 2 (East Driveway, South Side) – 43 ft long x 4 ft tall segmental block wall, missing caps and one broken block, good/fair condition.
- Water Treatment Plant (IRP2), Wall 3 (East Driveway, North Side) – 31 ft long x 3 ft tall segmental block wall, good/fair condition
- Talaga Drive, Wall 1 – 24 ft long x 2 ft tall segmental block wall, not level, poor condition.

III. Scope of Services

A visual inspection of the subject walls will be performed. Additionally, we will review any available plans, calculations or geotechnical information for the walls to support our assessment of the walls.

An inspection report with photo documentation, a summary of our inspection observations/findings and any maintenance recommendations will be compiled and submitted to the Village. We will also establish a recommended inspection schedule

for the walls going forward. The wall inspections will be completed by qualified staff members and the inspection report will be reviewed by a Licensed Structural Engineer.

Please note that this proposal does not include the preparation of repair plans. If repairs are recommended, CBBEL can prepare a separate proposal to prepare repair plans.

IV. Man-Hour & Fee Summary

We estimate the following fee to complete the scope of work described above:

Field Inspections	
Engineer V – 5 hours x \$190/hr	\$ 950
Engineer III – 5 hours x \$140/hr	\$ 700
Review of Retaining Wall Records	
Engineer V – 1 hours x \$190/hr	\$ 190
Engineer III – 4 hours x \$140/hr	\$ 560
Prepare Inspection Report	
Engineer V – 2 hours x \$190/hr	\$ 380
Engineer III- 10 hours x \$140/hr	<u>\$ 1,400</u>

TOTAL = \$ 4,180

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 8/18/2023

JM B

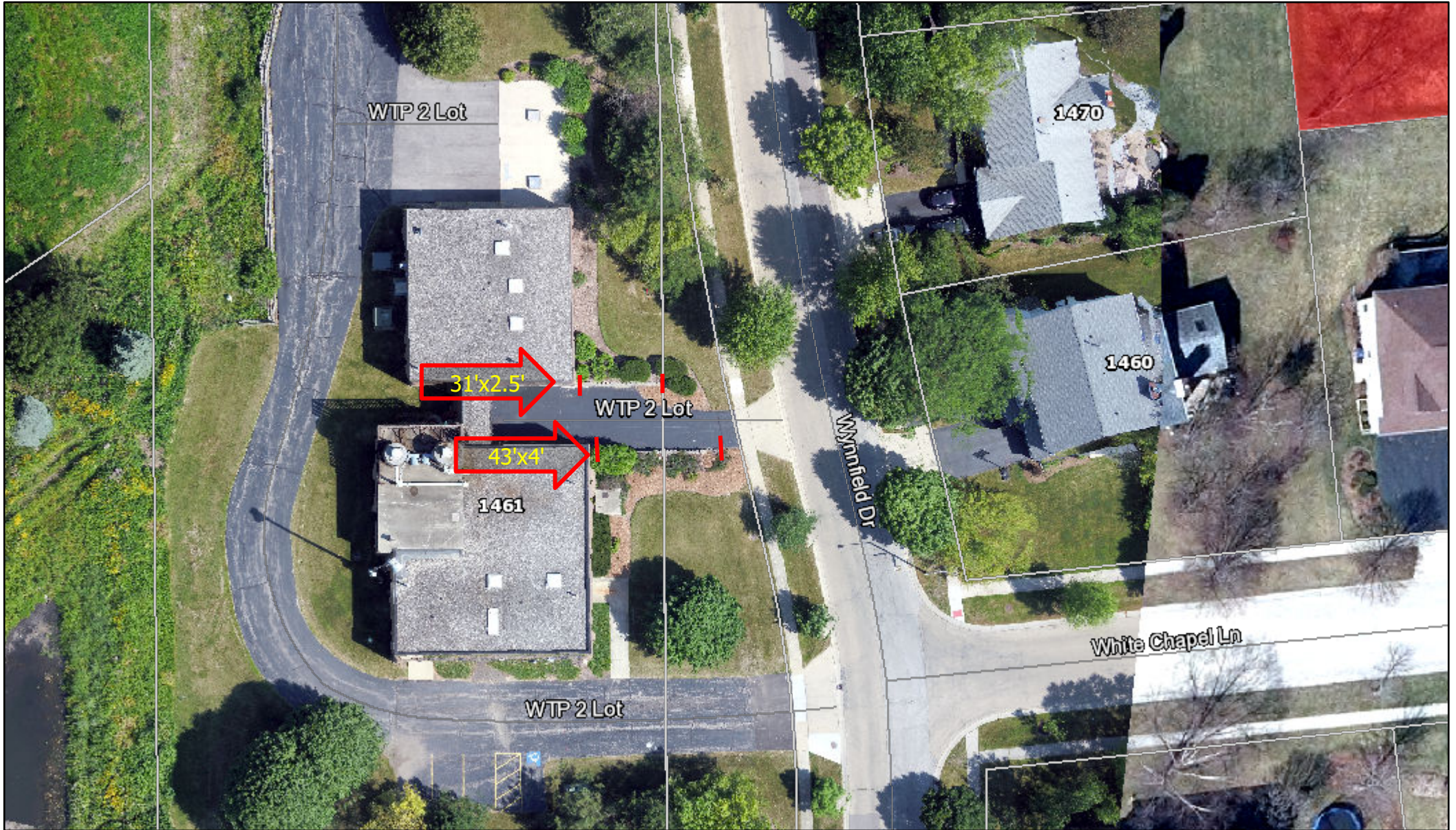
N:\PROPOSALS\ADMIN\2023\Algonquin - Retaining Wall Inspection & Replacement\Wall Inspections\Algonquin 2023 Retaining Wall Inspections.08172023.docx

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












<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

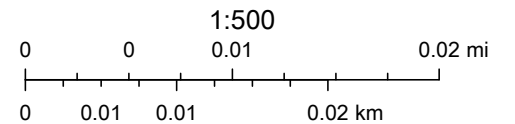
Updated April 11, 2023

IRP2 East side driveway



January 24, 2023












- | | | | |
|---|---|--|--|
|  Override 1 |  Village Limit | Construction Projects |  2024 |
|  Override 1 |  Street Name |  2022 |  In Maintenance |
|  Not in Village |  Tax Parcels |  2023 |  Site Address Points |

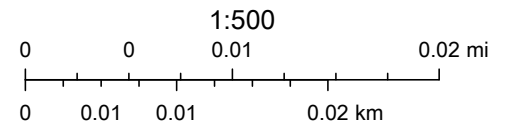


IRP2 West side by Wet land

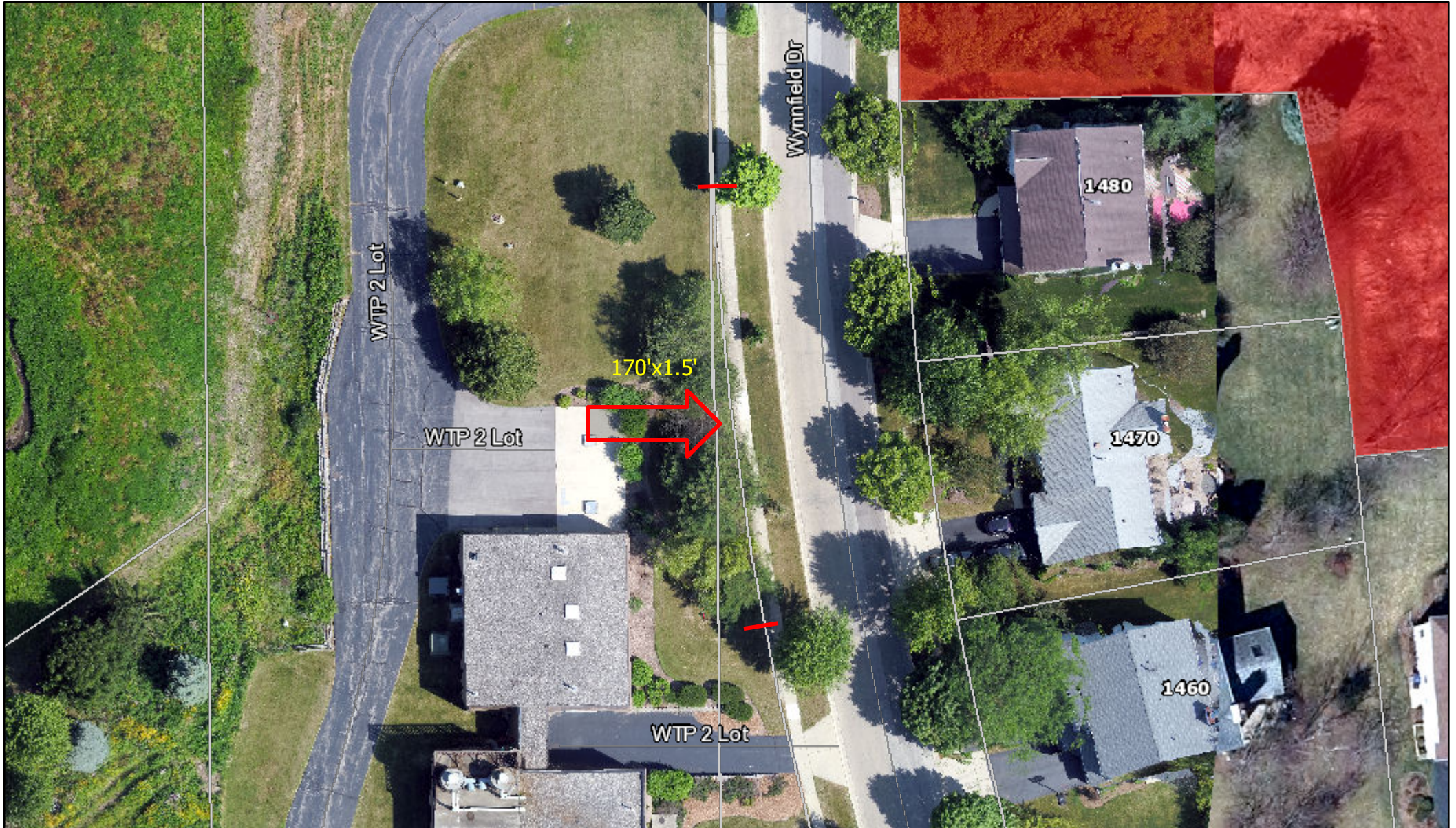


January 24, 2023












- | | | | |
|---|---|--|--|
|  Override 1 |  Village Limit | Construction Projects |  2024 |
|  Override 1 |  Street Name |  2022 |  In Maintenance |
|  Not in Village |  Tax Parcels |  2023 |  Site Address Points |

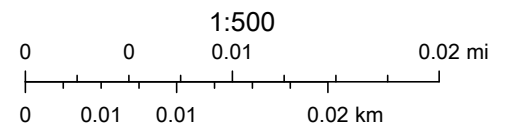


IRP2 Along the sidewalk(170'x1.5')



January 24, 2023

- | | | | |
|---|---|--|--|
|  Override 1 |  Village Limit | Construction Projects |  2024 |
|  Override 1 |  Street Name |  2022 |  In Maintenance |
|  Not in Village |  Tax Parcels |  2023 |  Site Address Points |



STRUCTURAL ASSESSMENT AND REPAIR



2610
Spella Park Lower Lot

lower wall 72'x2'

upper wall 160'x5'

Hamish Dr

2650

2651

2661

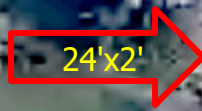
800

810

Algonquin Rd

Algonquin Rd

24'x2'



3025

3023

3021

3019

3017

3015

3013

3009

3007

Talaga Dr

2

4

6

Clara Ct

3012

3014

3016

3018

1

3

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

CBBEL understands that the Village of Algonquin wishes to replace two existing retaining walls located on the north side of Edgewood Drive within approximately 600 ft of the intersection of Edgewood Drive and IL Rte 31. The existing walls are segmental block walls and are in poor condition. The westernmost wall is approximately 165 ft long and has an average height of 4 ft. The easternmost wall is approximately 150 ft long and has a maximum height of 8 ft.

CBBEL will investigate alternative wall types including cast-in-place cantilevered concrete walls and larger, wet-cast blocks such as a Redi-Rock block wall. The aesthetics of the wall will be coordinated with the Village.

This proposal does not include work related to obtaining an IDOT permit or easement acquisition, as the Village will be handling those tasks as deemed to be necessary.

Local funds will be used for construction costs, as well as all design and construction engineering fees.

B. Design Criteria

Village of Algonquin/IDOT design criteria will be used for this project.

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey

As part of this task, CBBEL will perform full Topographic Survey of Edgewood Drive Northerly Parkway, from S. Main St. to 250'± SE of Western Dr. (from centerline or road to 15'± N'y of top of retaining wall, 600'LF ±), for use in Design Engineering Services. This task includes the following items:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. GPS Observed control points will be established to be utilized as site

primary control. Horizontal Datum will correlate with established NGS control monuments (NAD '83, Illinois East Zone 1201).

- Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).
- Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
- Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.
- Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained from centerline of Shermer Road to the existing westerly right-of-way line.
- Tree Survey: CBBEL will field locate trees of 12-inch caliper or greater within the survey limits (Tree Line only for forested areas), within the existing right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.
- Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task A.2 – JULIE Utility Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Geotechnical Investigation

CBBEL's subconsultant, Testing Service Corporation (TSC), will drill four soil borings (20 ft average depth). Two borings will be drilled at each wall. TSC will prepare a geotechnical report summarizing its findings and the parameters to be used for the design of the retaining wall (soil pressures, friction coefficient, bearing capacity, etc).

Additionally, TSC will perform a "Potentially Impacted Property" (PIP) evaluation and provide sampling and laboratory analyses for the completion of the LPC-662 or LPC-663 form.

B. Engineering Services

Task B.1 – Prefinal Plans, Specifications and Estimates

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities
- Alignment, Ties and Benchmarks
- Maintenance of Traffic/Detour for WB Edgewood Traffic
- Erosion Control and Landscaping
- Removal Plans
- Proposed Roadway Plans
- Retaining Wall General Plan and Elevation Sheets
- Retaining Wall Note Sheet and Bill of Materials
- Retaining Wall Section and Detail Sheets
- Miscellaneous Construction Details

CBBEL will draft sheets at a scale of 1"=10' for structural general plan and elevation sheets and 1"=20' for civil sheets.

Task B.2 – Final Plans, Specifications and Estimates / Bid Documents

CBBEL will address/incorporate all Village of Algonquin prefinal comments and complete final plans, specifications and estimates. CBBEL will prepare contract bidding documents to facilitate public bidding of the project by the Village. As part of the bid documents, CBBEL will prepare front-end contract documents to facilitate bidding. CBBEL will provide final reproducible drawings and specifications to be issued electronically to prospective bidders.

Task B.3 – Bidding Assistance

CBBEL will attend the bid opening, tabulate the bids and make recommendations to the Village, prepare contracts for the successful bidder, and attend the preconstruction meeting.

This task also includes making minor revisions to contract documents subsequent to the bid to incorporate addenda and address any post-bid review comments.

C. Meetings/Coordination

Task C.1 – Meetings, Coordination and Management:

This task includes general project coordination, administration, and management. We anticipate that the above tasks will require up to three (3) virtual meetings with Village staff to review project designs and maintain project momentum.

D. Deliverables

- PDF of Prefinal Engineering Plans, Specifications and Estimate
- Comment/Response Letter to Village Prefinal Comments
- PDF of Final Engineering Plans, Specifications and Estimate / Bid Documents
- Contractor Selection – Recommendation Letter

E. Services by Others

Geotechnical Investigation – See Task A.3

F. Information to be Provided by Client

Utility Atlases

G. Not included in Work Order

N/A

IV. Hour & Fee Summary

Task A.1 - Topographic Survey

Survey V	1 hrs x \$205/hr	=	\$ 205
Survey IV	2 hrs x \$190/hr	=	\$ 380
Survey III	4 hrs x \$165/hr	=	\$ 660
Survey II	18 hrs x \$140/hr	=	\$ 2,520

Survey I	18 hrs x \$105/hr	=	\$ 1,890
CAD Manager	8 hrs x \$170/hr	=	\$ 1,360
			<u>\$ 7,015</u>
Task A.2 - JULIE Coordination			
Survey III	8 hrs x \$165/hr	=	\$ 1,320
Task A.3 - Geotechnical Investigation			
Testing Service Corporation		=	\$13,000
Task B.1 – Prefinal Plans, Specifications and Estimate			
Engineer V	20 hrs x \$190/hr	=	\$ 3,800
Engineer IV	48 hrs x \$155/hr	=	\$ 7,440
CAD II	80 hrs x \$125/hr	=	\$ 10,000
			<u>\$ 21,240</u>
Task B.2 – Final Plans, Specifications and Estimate / Bid Documents			
Engineer V	2 hrs x \$190/hr	=	\$ 380
Engineer IV	24 hrs x \$155/hr	=	\$ 3,720
CAD II	12 hrs x \$125/hr	=	\$ 1,500
			<u>\$ 5,600</u>
Task B.3 – Bidding Assistance			
Engineer V	2 hrs x \$190/hr	=	\$ 380
Engineer IV	6 hrs x \$155/hr	=	\$ 930
			<u>\$ 1,310</u>
Task C.1 – Meetings, Coordination and Management			
Engineer V	6 hrs x \$190/hr	=	\$ 1,140
Engineer IV	6 hrs x \$155/hr	=	\$ 930
			<u>\$ 2,070</u>
	Subtotal		\$51,555
	Direct Costs		<u>\$250</u>
	Not-to Exceed Fee	=	\$51,805

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 8/17/2023 _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023

FULL REPLACEMENT OF RETAINING WALL



FULL REPLACEMENT OF RETAINING WALL





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Recommendation to Award the Bid for the Rolls Drive
Rehabilitation to A Lamp Concrete Contractors, Inc.

Attached you find my recommendation for the award of the Rolls Drive Rehabilitation contract to A Lamp Concrete Contractors Inc. (A Lamp) of Schaumburg, Illinois. Seven bids were received on August 29th and after a thorough review and evaluation, we have determined to recommend the low bidder, A Lamp in the amount of \$474,322.27.

A Lamp is an experienced general contractor and has performed many similar projects within the western and northern suburbs. We worked with them most recently on the Gaslight Drive Roadway Rehabilitation project in 2018. The quality of work on this project was very good. While the Village's experience with A Lamp is limited, staff is recommending an experienced Resident Engineer with CBBEL to manage every aspect of the project.

This project involves roadway rehabilitation using the full-depth reclamation (FDR) process due to a failed base, sidewalk extension from Huntington Drive, pedestrian crossing improvements, selective curb, sidewalk, and apron replacement, and landscape restoration. The project is expected to take approximately six weeks to complete with an anticipated completion in mid-November.

The low bid amount is above the budgeted amount of \$400,000 in the Street Improvement Fund. However, the budgeted amount excluded the added sidewalk extension along the west parkway with a connection to Huntington Drive. The added sidewalk requires an easement and significant slope grading to the property at 2400 Huntington Drive. Unused funds from the High Hill Subdivision Improvement project will be used to cover the overage for this project. Additionally, the low bid amount is significantly lower than the engineer's estimate.

After careful consideration, staff recommends that the Committee of the Whole move this item to the Village Board to award the contract for the Rolls Drive Improvements to A Lamp Concrete Contractors, Inc. Their competitive pricing, proven experience, and excellent track record make them the best choice for this project.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 31, 2023

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Rolls Drive Rehabilitation (CBBEL Project No. 070273.00178)

Dear Mr. Ganek,

On Tuesday, August 29th, at 10:00 a.m. bids were received and opened for the aforementioned project. Seven (7) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$672,918.50
A LAMP CONCRETE CONTRACTORS, INC.	\$474,322.27
GESKE AND SONS, INC.	\$486,614.02*
SCHROEDER ASPHALT SERVICES, INC	\$505,065.17
ARROW ROAD CONSTRUCTION COMPANY	\$516,791.50*
CHICAGOLAND PAVING	\$555,000.00
DK CONTRACTORS, INC.	\$559,286.00
MANEVAL CONSTRUCTION	\$581,963.00

A Lamp Concrete Contractos, Inc. is the low bidder with a bid amount of \$474,322.27. A Lamp Concrete Contractors, Inc. has performed satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting A Lamp Concrete Contractos, Inc.'s bid for the amount of \$474,322.27.

*Note: Addendum #1 Acknowledgement was not signed or received as part of the submitted bids.

Enclosed for your review are the bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

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

cc: Kevin Wilson – CBBEL (letter only)

N:\Algonquin\070273\070273.00178\Admin\Bid Tabulation\L1.BidResults_083123.doc

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (CBBEL Project Number: 070273.00178)

VILLAGE OF ALGONQUIN
 ROLLS DRIVE REHABILITATION

BID TABULATION

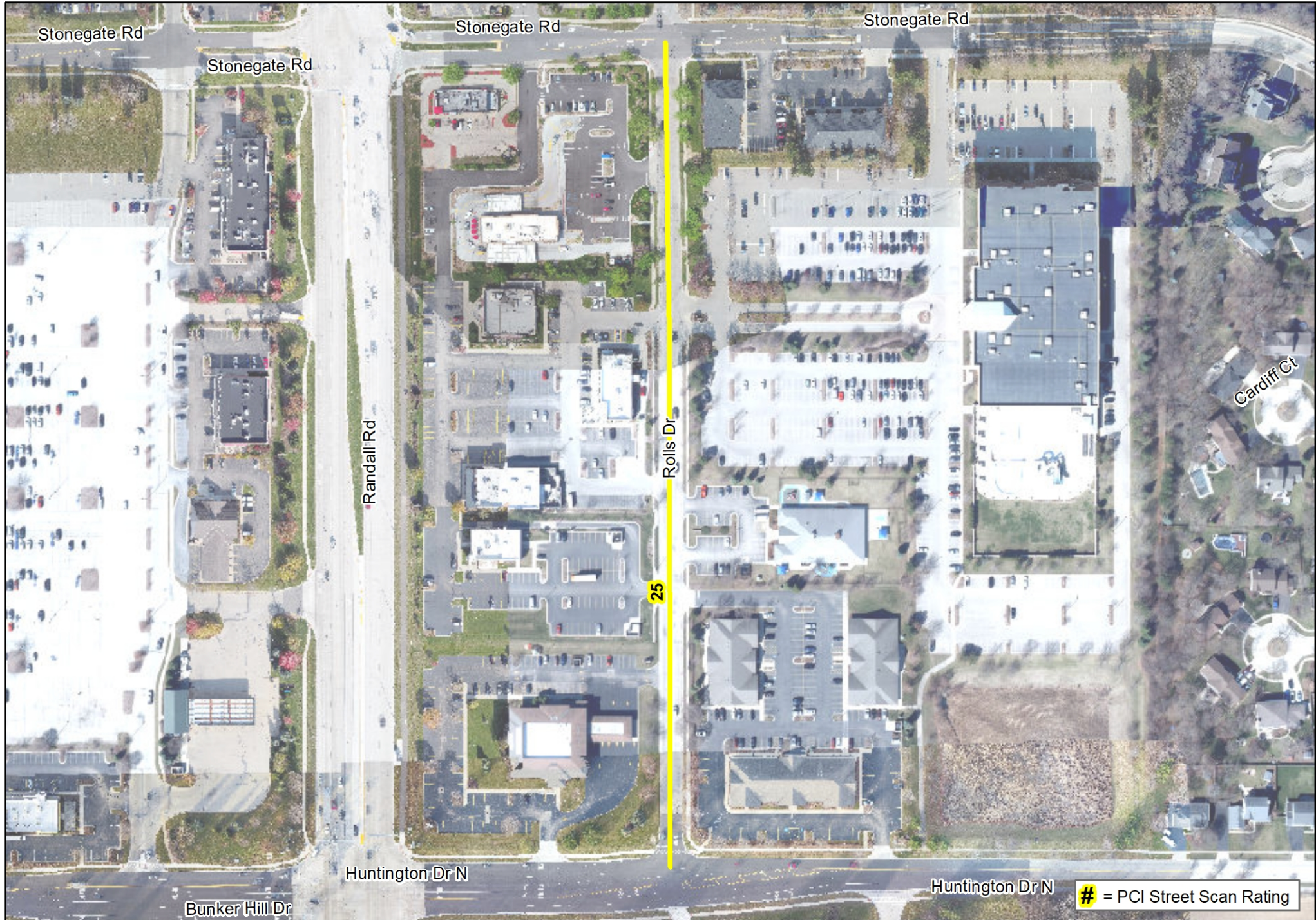
Date: August 31, 2023

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		A LAMP CONCRETE CONTRACTORS, INC.		GESKE AND SONS, INC.		SCHROEDER ASPHALT SERVICES, INC		ARROW ROAD CONSTRUCTION COMPANY		CHICAGOLAND PAVING	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	52	\$ 40.00	\$ 2,080.00	\$ 49.00	\$ 2,548.00	\$ 59.40	\$ 3,088.80	\$ 53.00	\$ 2,756.00	\$ 55.00	\$ 2,860.00	\$ 50.00	\$ 2,600.00
20101200	TREE ROOT PRUNING	EACH	43	\$ 15.00	\$ 645.00	\$ 50.00	\$ 2,150.00	\$ 97.20	\$ 4,179.60	\$ 100.00	\$ 4,300.00	\$ 90.00	\$ 3,870.00	\$ 100.00	\$ 4,300.00
20200100	EARTH EXCAVATION	CU YD	60	\$ 90.00	\$ 5,400.00	\$ 1.00	\$ 60.00	\$ 43.05	\$ 2,583.00	\$ 50.00	\$ 3,000.00	\$ 103.00	\$ 6,180.00	\$ 45.00	\$ 2,700.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	151	\$ 45.00	\$ 6,795.00	\$ 10.00	\$ 1,510.00	\$ 20.00	\$ 3,020.00	\$ 20.00	\$ 3,020.00	\$ 15.00	\$ 2,265.00	\$ 22.50	\$ 3,397.50
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	550	\$ 3.00	\$ 1,650.00	\$ 1.00	\$ 550.00	\$ 2.50	\$ 1,375.00	\$ 2.00	\$ 1,100.00	\$ 2.10	\$ 1,155.00	\$ 1.00	\$ 550.00
28000510	INLET FILTERS	EACH	7	\$ 200.00	\$ 1,400.00	\$ 15.00	\$ 105.00	\$ 275.00	\$ 1,925.00	\$ 250.00	\$ 1,750.00	\$ 350.00	\$ 2,450.00	\$ 280.00	\$ 1,960.00
30201700	PORTLAND CEMENT	TON	108	\$ 350.00	\$ 37,800.00	\$ 220.00	\$ 23,760.00	\$ 210.00	\$ 22,680.00	\$ 220.00	\$ 23,760.00	\$ 200.00	\$ 21,600.00	\$ 200.00	\$ 21,600.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	151	\$ 50.00	\$ 7,550.00	\$ 10.00	\$ 1,510.00	\$ 30.00	\$ 4,530.00	\$ 20.00	\$ 3,020.00	\$ 43.00	\$ 6,493.00	\$ 20.00	\$ 3,020.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,182	\$ 2.00	\$ 6,364.00	\$ 0.01	\$ 31.82	\$ 0.01	\$ 31.82	\$ 0.01	\$ 31.82	\$ 0.01	\$ 31.82	\$ 0.01	\$ 31.82
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	671	\$ 105.00	\$ 70,455.00	\$ 92.00	\$ 61,732.00	\$ 90.60	\$ 60,792.60	\$ 90.00	\$ 60,390.00	\$ 88.00	\$ 59,048.00	\$ 95.00	\$ 63,745.00
*40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	532	\$ 115.00	\$ 61,180.00	\$ 100.00	\$ 53,200.00	\$ 101.75	\$ 54,131.00	\$ 100.00	\$ 53,200.00	\$ 104.00	\$ 55,328.00	\$ 100.00	\$ 53,200.00
*42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	205	\$ 130.00	\$ 26,650.00	\$ 155.00	\$ 31,775.00	\$ 161.20	\$ 33,046.00	\$ 100.00	\$ 20,500.00	\$ 105.00	\$ 21,525.00	\$ 150.00	\$ 30,750.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,173	\$ 12.00	\$ 26,076.00	\$ 10.00	\$ 21,730.00	\$ 10.40	\$ 22,599.20	\$ 15.25	\$ 33,138.25	\$ 12.00	\$ 26,076.00	\$ 14.25	\$ 30,965.25
*42400800	DETECTABLE WARNINGS	SQ FT	175	\$ 60.00	\$ 10,500.00	\$ 30.00	\$ 5,250.00	\$ 31.20	\$ 5,460.00	\$ 51.00	\$ 9,000.00	\$ 45.00	\$ 7,875.00	\$ 90.00	\$ 15,750.00
44000166	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	SQ YD	4,742	\$ 9.00	\$ 42,678.00	\$ 4.85	\$ 22,998.70	\$ 4.89	\$ 23,188.38	\$ 6.00	\$ 28,452.00	\$ 3.80	\$ 18,019.60	\$ 5.00	\$ 23,710.00
*44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	284	\$ 20.00	\$ 5,680.00	\$ 15.00	\$ 4,260.00	\$ 15.75	\$ 4,473.00	\$ 20.00	\$ 5,680.00	\$ 18.00	\$ 5,112.00	\$ 15.00	\$ 4,260.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,067	\$ 8.50	\$ 9,069.50	\$ 7.50	\$ 8,002.50	\$ 7.80	\$ 8,322.60	\$ 7.25	\$ 7,735.75	\$ 6.50	\$ 6,935.50	\$ 4.00	\$ 4,268.00
44000600	SIDEWALK REMOVAL	SQ FT	1,953	\$ 6.00	\$ 11,718.00	\$ 1.25	\$ 2,441.25	\$ 1.38	\$ 2,695.14	\$ 2.30	\$ 4,491.90	\$ 2.00	\$ 3,906.00	\$ 1.25	\$ 2,441.25
*60600605	CONCRETE CURB, TYPE B	FOOT	440	\$ 35.00	\$ 15,400.00	\$ 46.00	\$ 20,240.00	\$ 47.84	\$ 21,049.60	\$ 44.00	\$ 19,360.00	\$ 40.00	\$ 17,600.00	\$ 65.00	\$ 28,600.00
*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,067	\$ 50.00	\$ 53,350.00	\$ 36.00	\$ 38,412.00	\$ 37.44	\$ 39,948.48	\$ 44.00	\$ 46,948.00	\$ 40.00	\$ 42,680.00	\$ 61.00	\$ 65,087.00
67100100	MOBILIZATION	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00	\$ 28,000.00	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 23,000.00	\$ 23,000.00	\$ 39,503.62	\$ 39,503.62
70107025	CHANGEABLE MESSAGE SIGN	CAL DAY	120	\$ 40.00	\$ 4,800.00	\$ 1.00	\$ 120.00	\$ 55.00	\$ 6,600.00	\$ 40.00	\$ 4,800.00	\$ 50.00	\$ 6,000.00	\$ 105.00	\$ 12,600.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	260	\$ 5.00	\$ 1,300.00	\$ 5.50	\$ 1,430.00	\$ 6.48	\$ 1,684.80	\$ 6.75	\$ 1,755.00	\$ 6.00	\$ 1,560.00	\$ 9.00	\$ 2,340.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3,530	\$ 2.00	\$ 7,060.00	\$ 1.65	\$ 5,824.50	\$ 1.32	\$ 4,659.60	\$ 1.40	\$ 4,942.00	\$ 1.22	\$ 4,306.60	\$ 1.15	\$ 4,059.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	365	\$ 4.00	\$ 1,460.00	\$ 2.20	\$ 803.00	\$ 1.62	\$ 591.30	\$ 1.75	\$ 638.75	\$ 1.50	\$ 547.50	\$ 3.00	\$ 1,095.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	80	\$ 4.00	\$ 320.00	\$ 4.40	\$ 352.00	\$ 3.24	\$ 259.20	\$ 5.00	\$ 400.00	\$ 3.00	\$ 240.00	\$ 11.50	\$ 920.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	50	\$ 5.50	\$ 275.00	\$ 8.80	\$ 440.00	\$ 6.48	\$ 324.00	\$ 8.00	\$ 400.00	\$ 6.00	\$ 300.00	\$ 9.00	\$ 450.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	8	\$ 650.00	\$ 5,200.00	\$ 550.00	\$ 4,400.00	\$ 500.00	\$ 4,000.00	\$ 900.00	\$ 7,200.00	\$ 1,090.00	\$ 8,720.00	\$ 2,600.00	\$ 20,800.00
*X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	10	\$ 900.00	\$ 9,000.00	\$ 300.00	\$ 3,000.00	\$ 315.00	\$ 3,150.00	\$ 200.00	\$ 2,000.00	\$ 480.00	\$ 4,800.00	\$ 150.00	\$ 1,500.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 29,500.00	\$ 29,500.00	\$ 4,680.00	\$ 4,680.00	\$ 7,800.00	\$ 7,800.00	\$ 19,750.00	\$ 19,750.00	\$ 3,900.00	\$ 3,900.00
*XX006698	TREE PROTECTION AND PRESERVATION	EACH	43	\$ 35.00	\$ 1,505.00	\$ 25.00	\$ 1,075.00	\$ 157.50	\$ 6,772.50	\$ 200.00	\$ 8,600.00	\$ 225.00	\$ 9,675.00	\$ 75.00	\$ 3,225.00
*Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	80	\$ 75.00	\$ 6,000.00	\$ 78.00	\$ 6,240.00	\$ 45.35	\$ 3,628.00	\$ 50.00	\$ 4,000.00	\$ 160.00	\$ 12,800.00	\$ 75.00	\$ 6,000.00
*Z0019600	DUST CONTROL WATERING	UNIT	6	\$ 300.00	\$ 1,800.00	\$ 1.00	\$ 6.00	\$ 100.00	\$ 600.00	\$ 300.00	\$ 1,800.00	\$ 200.00	\$ 1,200.00	\$ 0.01	\$ 0.06
*Z1	FRAMES AND GRATES	EACH	8	\$ 1,000.00	\$ 8,000.00	\$ 650.00	\$ 5,200.00	\$ 750.00	\$ 6,000.00	\$ 750.00	\$ 6,000.00	\$ 668.00	\$ 5,344.00	\$ 940.00	\$ 7,520.00
*Z2	FULL-DEPTH RECLAMATION, 12"	SQ YD	4,742	\$ 15.00	\$ 71,130.00	\$ 8.25	\$ 39,121.50	\$ 10.56	\$ 50,075.52	\$ 9.85	\$ 46,708.70	\$ 11.00	\$ 52,162.00	\$ 8.00	\$ 37,936.00
*Z3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	25,000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
*Z4	LANDSCAPE RESTORATION	SQ YD	394	\$ 12.00	\$ 4,728.00	\$ 1.00	\$ 394.00	\$ 28.35	\$ 11,169.90	\$ 23.00	\$ 9,062.00	\$ 8.50	\$ 3,349.00	\$ 10.00	\$ 3,940.00
*Z5	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, NEW CONSTRUCTION	SQ FT	1,300	\$ 20.00	\$ 26,000.00	\$ 15.00	\$ 19,500.00	\$ 15.60	\$ 20,280.00	\$ 16.50	\$ 21,450.00	\$ 15.00	\$ 19,500.00	\$ 14.25	\$ 18,525.00
*Z6	ROADWAY SWEEPING (SPECIAL)	EACH	6	\$ 1,500.00	\$ 9,000.00	\$ 100.00	\$ 600.00	\$ 413.33	\$ 2,479.98	\$ 400.00	\$ 2,400.00	\$ 50.00	\$ 300.00	\$ 100.00	\$ 600.00
*Z7	SAW AND SEAL CURB	EACH	10	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 90.00	\$ 900.00	\$ 75.00	\$ 750.00	\$ 150.00	\$ 1,500.00	\$ 110.00	\$ 1,100.00
*Z8	SILTATION FENCE	FOOT	300	\$ 8.00	\$ 2,400.00	\$ 1.00	\$ 300.00	\$ 8.80	\$ 2,640.00	\$ 6.00	\$ 1,800.00	\$ 7.00	\$ 2,100.00	\$ 3.50	\$ 1,050.00
				TOTAL =	\$ 672,918.50	TOTAL =	\$ 474,322.27	TOTAL =	\$ 486,614.02	TOTAL =	\$ 505,065.17	TOTAL =	\$ 516,791.50	TOTAL =	\$ 555,000.00

*INDICATES SPECIAL PROVISION

INDICATES DEVIATION FROM CALCULATED TOTAL BASED ON UNIT PRICE SUBMITTED

Rolls Road .24 Miles



Stonegate Rd

Stonegate Rd

Stonegate Rd

Stonegate Rd

Randall Rd

25

Rolls Dr

Cardiff Ct

Huntington Dr N

Bunker Hill Dr

Huntington Dr N

= PCI Street Scan Rating



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Rolls Drive Improvements Recommendation for Construction Oversight

Attached is the proposal for construction oversight for Rolls Drive Improvements with Christopher B. Burke Engineering, LTD. (CBBEL). The scope of work is approximately one quarter mile of Full-Depth Reclamation (FDR) on Rolls Drive from Huntington Drive to Stonegate Road, sidewalk connection on the west side of Rolls Drive to Huntington Drive, selective sidewalk and curb and gutter replacement, commercial driveway aprons, drainage improvements, pavement markings, and landscape restoration.

The condition of Rolls Drive has deteriorated over the years. The Full-Depth Reclamation (FDR) process will provide a higher-quality riding surface. The pavement markings will add turn lanes to Huntington Drive and Stonegate Road as well as center turn lane for access to all the businesses along Rolls Drive. The sidewalk connection will be on the west side of the Algonquin State Bank property, completing the sidewalk along Rolls Drive. Additionally, the commercial drive sidewalk crossings will be receiving ADA improvements.

CBBEL's proposal is in the amount of \$65,000 that includes preconstruction setup, coordination with existing businesses, construction oversight, and project closeout. There is a budgeted \$40,000 in the Street Improvement Fund for the FY2023, which leaves \$25,000 needed to cover the remaining proposal. The project was originally budgeted to be fully designed this year, but funds were available to being design last year. The remaining \$25,000 will come from the unused design budget in the Street Improvement Fund for this year. The increased proposal is due to the addition of the sidewalk connection on the west side of Rolls Drive, additional spot curb replacement, and funds to cover spring inspection and closeout since the completion date is in November.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$65,000 to the Village Board for approval.

Consulting Engineering
Master Agreement Work Order Form

I. INCORPORATION OF MASTER AGREEMENT

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

II. PROJECT UNDERSTANDING

A. General Understanding/Assumptions

The Village of Algonquin is requesting a proposal for Phase III Engineering. The project includes street rehabilitation (Full Depth Reclamation) of Rolls Drive from Huntington Drive to Stonegate Road. Work will also include spot removal and replacement of sidewalks (including sidewalk connection of the west side of Rolls Rd to Huntington Drive), curb & gutter, commercial driveway aprons, drainage utilities, pavement markings, and all applicable restoration.

It is our understanding that the project will be let on August 29, 2023, and construction is expected to take place between September 25, 2023 and November 10, 2023.

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

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

2. Shop Drawing Review

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

3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 45 hours per week for a 6-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings as necessary;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

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

5. Materials QA

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

6. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

IV. STAFF-HOURS & FEE SUMMARY

A. Phase III Engineering

Task A.1 Preconstruction Services				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A.2 Shop Drawing Review				
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Task A. 3 Construction Observation				
Engineer IV	270 hrs x \$155/hr	=		\$41,850
Task A.4 Construction Documentation				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A. 5 Material QA				
Rubino Engineering		=		\$6,000
Task A.6 Project Closeout				
Engineer IV	40 hrs x \$155/hr	=		<u>\$6,200</u>
Vehicle Usage	\$65 per day - 30 days	=		<u>\$1,950</u>
		Total		\$64,990

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 8/22/2023

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Committee of the Whole

FROM: Cliff Ganek, P.E.; Village Engineer

SUBJECT: Recommendation to Amend Final Design Contract for Willoughby Farms Section 1 Rehabilitation with Christopher B. Burke Engineering

Attached is an amendment proposal for the Willoughby Farms Section 1 Project, for which the Village previously engaged Christopher B. Burke Engineering, LTD (CBBEL) to provide Design Engineering services. In April 2021, the initial contract was executed for these services, with a contract value of \$387,790. Subsequently, plans were developed to ~75% in February 2022, with an expected bid in the spring of 2022. Unfortunately, the project was temporarily halted during FY2023 due to the unavailability of funds.

Public Works has now resumed the project's design phase, intending to bid for construction this upcoming winter, followed by construction in spring 2024, provided the necessary funding becomes available. This renewed effort includes a significant enhancement to the project scope, encompassing substantial storm sewer upgrades and replacements along Cloverdale Lane, Haverford Drive, and Sleepy Hollow Road. These enhancements are essential to providing 100-year flood protection for the affected areas. Additionally, the amendment entails various tasks, such as re-assessing concrete flatwork, updating underground utility assessments, creating easement exhibits and legal descriptions for proposed storm sewer improvements, updating environmental assessments and permitting, and organizing a public information meeting for residents and stakeholders.

The proposed amendment seeks approval for an amount not to exceed \$97,030.00, which encompasses all the aforementioned tasks, along with salary adjustments to align with 2023 professional services rates. It is important to note that the updated construction costs for this section of Willoughby Farms is between 5.5 and 6 million dollars. The total projected cost for design services, including the proposed amendment, is \$484,820.00, which accounts for approximately 8-9% of the total construction expenses. This percentage falls comfortably below the typical 10-12% range for design fees on roadway and subdivision improvement projects, indicating a favorable financial position.

To cover the cost of the proposed amendment, staff recommends utilizing the budgeted amount in the Street Improvement Fund for this fiscal year. With this allocation, approximately \$220,000 will remain available to initiate project construction before May 1, 2024, subject to securing the necessary funds for FY2024-25. In addition to CBBEL's

comprehensive proposal, a map outlining the location of the Willoughby Farms Section 1 project is attached, showing the rehabilitation of approximately 4.3 miles of residential streets.

Staff asks that the Committee of the Whole recommends to the Board of Trustees for their approval and execution of the proposed amendment with CBBEL, not to exceed the amount of \$97,030. This project will play a crucial role in achieving our project goals and enhancing the overall infrastructure of our community.

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

This work order is for the completion of bid documents that will include additional plan changes outside the original scope of work for the Willoughby Farms Section 1 Road Rehabilitation project from our proposal dated March 22, 2021. The project includes spot curb and gutter replacement, sidewalk replacement and utility rehabilitation along Wynnfield Drive, Stonegate Road, Arbordale Lane, Cloverdale Lane, Fernwood Lane, Dorchester Avenue, Haverford Drive, White Oak Drive, Peach Tree Lane, and Waverly Lane. The project also includes new B-6.12 curb and gutter on the south side of Wynnfield Drive from Stonegate Road to Dorchester Avenue and on the east side of Stonegate Road from Wynnfield Drive to its southern terminus.

This work order will include a verification of existing conditions, renewed utility coordination, and updating the expired clean construction demolition debris certification. CBBEL will include new on-street bike facilities to be implemented on Stonegate Road from County Line Road to its southern terminus. Additional utility condition reports provided by the Village will be used to add additional storm, sanitary sewer, and water main repairs or replacements.

It is also our understanding that the Village would like to incorporate additional storm sewer improvements along Cloverdale Lane, Haverford Drive, and Sleepy Hollow Road as outlined in the 2023 Stormwater Master Plan. These improvements include additional rear-yard inlets, roadway inlets, and new parallel and upsized storm sewers.

Based on the Stormwater Master Plan storm sewers, it is assumed that two proposed easements will be required in residential rear yards as part of this work. A wetland letter report will be prepared to verify the presence of on-site wetlands at the stormwater outlet location near Sleepy Hollow Road and Haverford Drive.

It is our understanding that the project will be let in January 2024 and begin construction April, 2024.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey

CBBEL will perform a Topographic Survey from R/W to R/W of Cloverdale Lane. (from Arbordale Lane. To 300' West., 300'LF±); Haverford Dr. (from Cloverdale Lane. to Sleepy Hollow intersection & 300'LF± North., 1500'LF; and 4 side yard/rear yard Areas.

The scope of CBBEL's survey effort will include:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
3. Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
4. Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.
6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
7. Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by type (deciduous or coniferous) and the size and condition determined as appropriate.

8. Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task A.2 – JULIE Coordination

CBBEL will coordinate with JULIE to retrieve renewed atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Easement Exhibit and Legal Descriptions

It is assumed that 2 properties will require temporary construction easements in order to complete the work.

This task will include the following:

1. Initial coordination with Client.
2. Research with the Mchenry County Recorder's Office.
3. Field survey to establish the existing boundaries of the subject parcels.
4. Office calculations and plotting of field and record data.
5. CAD drafting of the easement exhibit for the proposed easement areas.
6. Write legal descriptions for the proposed easement areas.
7. Final review and submittal by an Illinois Professional Land Surveyor.

Task A.4 – Geotechnical Investigation

A new Geotechnical Investigation will be required for the proposed storm sewer work. The Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include six (6) soil borings to a depth of 15 feet to determine the existing condition of subgrade materials; three borings on Haverford Drive, one on Dorchester Avenue, one on Cloverdale Lane, and one on Arbordale Lane.

The original Geotechnical Investigation conducted in 2021 will be used as a basis in the determination for Rubino to re-sign the IEPA Form LPC-663,

Unincorporated Soil Certification by a Licensed Professional Engineer. The LPC-663, which incorporated the full Willoughby Farms Rehabilitation project area, was signed in July 2021 and thus has expired. A written statement from the Village explaining that there has not been any work done since 2021 in the project area will be used in conjunction with data from the new soil borings performed to reinstate the LPC-663 certification.

Task A.5 – Environmental Coordination

A wetland field reconnaissance of the project site will be completed to identify the current limits of wetlands and waters of the United States present. The updated delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland communities, if identified, will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the wetland field reconnaissance will be summarized in an updated letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms.

B. Phase 2 Engineering

Task B.1 – Field Reconnaissance

CBBEL Staff will perform a new Field Reconnaissance of the streets included in the project with Village staff to confirm any changes to existing conditions. The purpose of the Field Reconnaissance will be to determine any additional curb and gutter and sidewalk removal and replacement locations with respect to the 2021 plans. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Task B.2 – Plans, Specifications and Estimates

CBBEL will update all engineering plans and specifications included in the March, 2021 proposal as well as design for the following additional sheets:

- Typical Section on Stonegate Road based on recommended bicycle facility
- Existing and Removal Sheets for stormwater improvements
- Proposed Plan Sheets for stormwater improvements
- Soil Erosion and Sediment Control Sheet for updated outfall

CBBEL will review all utility inspection reports submitted by the Village and incorporate findings into the Plans.

CBBEL will update cost estimates to reflect new scope items and current bid prices.

C. Meetings/Coordination

1 Meeting with Village, 1 Public Information Meeting
CBBEL will provide letter; Village will perform mailing.

D. Deliverables

PDF of Final Engineering Plans, Specifications and Estimate

E. Services by Others

6 Pavement cores by Rubino Engineering, renewed LPC-663 certification.

F. Information to be Provided by Client

Village analysis of the existing sanitary and storm sewer condition, tree survey, tree planting list

G. Not included in Work Order

N/A

IV. Man-Hour & Fee Summary

A. Survey

Task A.1 Topographic Survey ROW to ROW

Survey V	1 hrs x \$205/hr	=	\$ 205
Survey IV	10 hrs x \$190/hr	=	\$ 1,900
Survey III	4 hrs x \$165/hr	=	\$ 660
Survey II	40 hrs x \$140/hr	=	\$ 5,600
Survey I	40 hrs x \$105/hr	=	\$ 4,200
CAD Manager	22 hrs x \$170/hr	=	\$ 3,740
			<u>\$ 14,595</u>

Task A.2 JULIE Coordination

Survey III	16 hrs x \$155/hr	=	\$ 2,640
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Task A.3 Easement Exhibit and Legal Description

Survey V	1 hrs x \$205/hr	=	\$ 205
Survey IV	4 hrs x \$190/hr	=	\$ 760
Survey III	12 hrs x \$165/hr	=	\$ 1,980
Survey II	10 hrs x \$140/hr	=	\$ 1,400
CAD Manager	8 hrs x \$170/hr	=	\$ 1,360
			<u>\$ 5,705</u>

Task A.4 Geotechnical Investigation

Rubino Engineering		=	<u>\$12,800</u>
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Task A.5 Environmental Coordination

Env. Resource Specialist IV	10 hrs x \$155/hr	=	\$ 1,500
Env. Resource Specialist I/II	16 hrs x \$85/hr	=	\$ 1,360
Env. Resource Technician	6 hrs x \$110/hr	=	\$ 660
			<u>\$ 3,520</u>

Subtotal Task A \$ 39,260

B. Phase 2 Engineering

Task B.1 Field Reconnaissance

Engineer V	10 hrs x \$190/hr	=	\$ 1,900
Engineer III	10 hrs x \$140/hr	=	<u>\$ 1,400</u>
			\$ 3,300

Task B.2 Plans, Specifications and Estimate

Engineer V	46 hrs x \$190/hr	=	\$ 8,740
Engineer IV	64 hrs x \$155/hr	=	\$ 9,920
Engineer III	68 hrs x \$140/hr	=	\$ 9,520
Engineer I/II	72 hrs x \$115/hr	=	\$ 8,280
CAD Manager	30 hrs x \$170/hr	=	\$ 5,100
CAD II	60 hrs x \$125/hr	=	<u>\$ 7,500</u>
			\$49,060

Subtotal Task B **\$52,360**

C. Meetings/Coordination

Engineer VI	2 hrs x \$225/ hr	=	\$ 450
Engineer V	12 hrs x \$190/hr	=	\$ 2,280
Engineer III	12 hrs x \$140/hr	=	<u>\$ 1,680</u>
			\$ 4,410

Subtotal \$ 96,030
Direct Costs \$1,000
Not-to Exceed Fee = \$ 97,030

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 9/1/2023 _____

N:\PROPOSALS\ADMIN\2023\Algonquin - Willoughby Farms Section 1 Amendment\Algonquin Willoughby Farms AMENDMENT 1_083123.docx

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: *Phase 1&2 Engineering Services for Windy Knoll, Oakview Ravine, and Twisted Oak Erosion Improvement with Christopher B. Burke Engineering, LTD*

Attached, you will find a proposal for design services submitted by Christopher B. Burke Engineering, LTD. This proposal pertains to mitigating severe erosion issues within the Gaslight Terrace North subdivision, specifically addressing four deep eroded gullies that feed into Ratt Creek. The existing conditions in these areas have led to stormwater discharge into private property ditches, causing persistent scouring and erosion concerns spanning multiple decades.

The erosion problems at these four locations are characterized by vertical erosion depths ranging from eight to ten feet and horizontal erosion areas varying between 15 and 30 feet. Given the magnitude of these issues, they have been identified as high-priority areas in need of permanent solutions. The attached exhibit shows the four project locations.

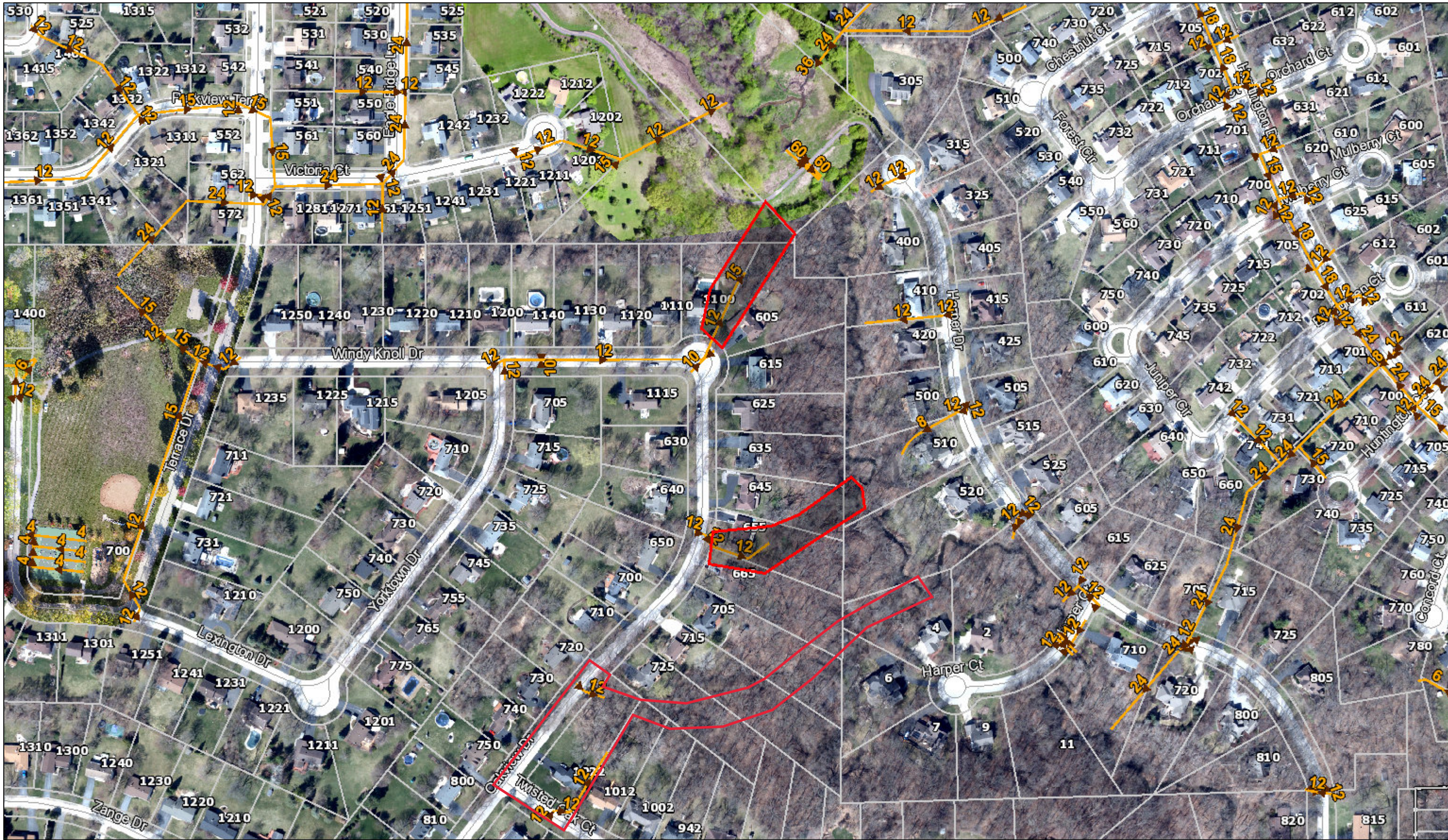
Additionally, it has come to our attention through the Stormwater Report that the existing roadway drainage at these sites is inadequate. We propose implementing additional inlets and trunkline storm sewer upgrades within the existing right-of-way to rectify this. As a result of these improvements, approximately 30% of the paved surface on Oakview Drive, Windy Knoll Drive, and Twisted Oak Court will undergo disruption. Notably, our staff has assessed these streets as being in poor to very poor condition, necessitating pavement rehabilitation as part of this project.

Three of the four erosion locations were budgeted for in the Natural Areas and Drainage Fund for the current fiscal year, with an allocated amount of \$150,000. However, it should be noted that the fourth location, Twisted Oak Court, was not included in the budgeted amount, nor were the full limits of the required roadway improvements. Consequently, the proposed cost exceeds the budgeted amount for this fiscal year.

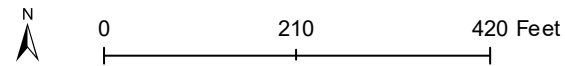
The preliminary and final design phases are anticipated to span approximately 14 months. The \$150,000 allocated for this fiscal year will adequately cover the expected design work until April 30, 2024. To complete the design and prepare the plans for construction bidding in 2025, we intend to propose the remaining budgetary allocation in the FY 2024/25 Natural Area and Drainage budget.

Based on the information presented, we recommend that the Committee of the Whole take the necessary steps to advance this matter to the Village Board for approval. Staff proposes granting design services for the Windy Knoll, Oakview Ravine, and Twisted Oak Erosion Improvement projects to Christopher B. Burke Engineering, LTD, for \$192,735.00.

Windy Knoll & Oakview Drive Ravine Repair



Date: 1/10/2023



The Village of Algonquin has provided the following maps for informational purposes only. The data illustrated is provided and maintained by various federal, state, and local governments and agencies. Their accuracy is not guaranteed and the maps do not take the place of a legal survey.

polygonLayer

Override 1

Storm Gravity Mains

Active

Inactive

Site Address Points

Tax Parcels

Street Name

Village Limit

Not in Village

Road Centerlines

Collector

Local

Twisted Oak Ct TWISTED OAK RAVINE IMPROVEMENTS



E-3518 E-3519

833

823

813

803

900

900

920

910

E-3522

E-3523

E-3524

E-4111

E-4162

12

E-3517

E-4163

925

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

There are several deep eroded gullies in the steep topography areas along the west bank of Ratt Creek, and is susceptible to erosion into private property. It is our understanding that the Village would like to construct storm sewer and erosion control improvements along one location near the east end of Windy Knoll Drive, two locations along Oakview Drive, and one location on Twisted Oak Court as outlined in the 2023 Stormwater Master Plan. These improvements include rerouting existing storm sewers for consolidated outlets, additional roadway inlets, back of curb underdrains, upsized storm sewers, drop manholes for energy dissipation, and cross vanes and riprap outlet stabilization.

CBBEL also understands that the improvements will include along the roadways of Windy Knoll Drive from Terrace Dr to Oakview Dr (1,100 ft), Oakview Drive from Windy Knoll Dr to Zange Dr (1,600 ft), and Twisted Oak Ct from Oakview Dr to the terminus (1,300 ft). Roadway improvements include 4" pavement surface removal, full-depth reclamation (depth to be determined) and surface replacement, spot curb and gutter replacement, and other minor utility repairs.

As part of the work, existing permanent utility easements will be identified. New permanent utility easements may be required for future maintenance of the storm sewer outfalls.

It is our understanding the project will be let in January 2024 and begin construction April, 2024. Local funds will be used for construction costs, as well as all design and construction engineering fees.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey

CBBEL will perform a Topographic Survey from R/W to R/W of Windy Knoll Dr. (from Terrace Dr. To Oakview Dr., 1200'LF±); Oakview Dr. (from Windy Knoll Dr. to Zange Dr., 1600'LF±); Twisted Oak Court (from Oakview Dr. to cul-de-sac, 1300'LF±); and side yard/rear yard areas one near the east end of Windy Knoll Drive, two locations along Oakview Drive, and one location on Twisted Oak Court (As per attached exhibit, 2600'LF± w/7-8± acres).

The scope of CBBEL's survey effort will include:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
3. Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
4. Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.
6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
7. Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by type (deciduous or coniferous) and the size and condition determined as appropriate.

8. Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task A.2 – JULIE Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Easement Exhibit and Legal Descriptions

It is assumed that 6 properties will require temporary construction easements in order to complete the work.

This task will include the following:

1. Initial coordination with Client.
2. Research with the Mchenry County Recorder's Office.
3. Field survey to establish the existing boundaries of the subject parcels.
4. Office calculations and plotting of field and record data.
5. CAD drafting of the easement exhibit for the proposed easement areas.
6. Write legal descriptions for the proposed easement areas.
7. Final review and submittal by an Illinois Professional Land Surveyor.

Task A.4 – Geotechnical Investigation

A Geotechnical Investigation will be required for the proposed storm sewer work. The Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include seven (7) pavement cores to a depth of 5 feet to determine the existing condition of pavement sections.

An additional three (3) soil samples will be analyzed for subgrade soil materials for completion of the LPC-663 form. The objectives of the boring study are to determine whether the associated laboratory analysis provides a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory

testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

TSC will also complete a Full-Depth Reclamation mix design recommendation based on boring samples and analytical test results.

Task A.5 – Environmental Coordination

A wetland field reconnaissance of the project site will be completed to identify the current limits of wetlands and waters of the United States present. The updated delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland communities, if identified, will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the wetland field reconnaissance will be summarized in an updated letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms.

If the project will impact wetlands, CBBEL will compile the required exhibits, specifications, data, and project information into a Nationwide Permit application package to the U.S. Army Corps of Engineers (USACE). We will coordinate development of the documents with the project team members. Should the project not impact wetlands, CBBEL will submit a request for a letter of No Permit Required (NPR) from the USACE.

B. Phase 1/II Engineering

Task B.1 – Field Reconnaissance

CBBEL Staff will perform a new Field Reconnaissance of the streets included in the project with Village staff to identify areas of roadway improvements, curb and gutter replacement, and constructability concerns. The results of the Field Reconnaissance will be reviewed with the Department of Public Works to determine their impact on the estimated construction cost.

Task B.2 – Stormwater Management Design and Coordination

Using the information obtained in the previous tasks, CBBEL will complete a preliminary design of the proposed stormwater management system, including storm sewer replacements, outlet improvements and structure repair/replacement. It is anticipated that meetings will be required with the project team during the preliminary design to coordinate the proposed improvements. These meetings are included under the meetings/coordination task.

Task B.3 – Phase I Report

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Plans, displaying
 - Roadway Alignment
 - Pavement Improvements and Limits
 - Curb and Gutter Removal and Replacement
 - Driveway Removal and Replacement
 - Utility Adjustments and Repairs
 - Restoration Plans
- Estimate of Construction Cost
- Construction Schedule
- QA/QC Plan

Task B.4 – Plans, Specifications and Estimates

CBBEL anticipates the following for the plans, specifications, and estimates:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities
- Existing Conditions and Removal Sheets
- Roadway Plan and Profile sheets
- Windy Knoll Drive Storm Sewer Outlet Plan and Profiles
- Oakview Drive Storm Sewer Outlet Plan and Profiles
- Twisted Oak Court Storm Sewer Outlet Plan and Profiles
- Abandoned Outlets Stabilization Plan
- Soil Erosion and Sediment Control Notes and Details
- Soil Erosion and Sediment Control Sheets
- Construction Details
- Working Day & Construction Cost Estimates
- Special Provisions

C. Stormwater Permitting

Task C.1 – Stormwater Permitting

CBBEL will conduct a detailed stormwater analysis to refine the preliminary design for Windy Knoll and Twisted Oak Ct. The results of the analysis will be summarized in an abbreviated stormwater management document demonstrating how detention, wetland, and floodplain impacts as well as soil erosion and sediment control practices meet the applicable requirements of the Kane County Stormwater Management Ordinance.

D. Meetings/Coordination

3 Meetings with Village, 1 Public Information Meeting.
CBBEL will provide letter; Village will perform mailing.

E. Deliverables

PDF of Phase 1 Engineering Plans and Estimate

PDF of Pre-Final Engineering Plans, Specifications and Estimate
 PDF of Final Engineering Plans, Specifications and Estimate

- F. Services by Others**
 7 Pavement cores, FDR mix design, and LPC-663 certification by Testing Service Corporation.
- G. Information to be Provided by Client**
 Village analysis of the existing sanitary and storm sewer condition.
- H. Not included in Work Order**
 N/A

IV. Man-Hour & Fee Summary

A. Surveying & Geotechnical Services

Task A.1 Topographic Survey			
Survey V	4 hrs x \$205/hr	=	\$ 820
Survey IV	18 hrs x \$190/hr	=	\$ 3,420
Survey III	17 hrs x \$165/hr	=	\$ 2,805
Survey II	116 hrs x \$140/hr	=	\$16,240
Survey I	116 hrs x \$105/hr	=	\$12,180
CAD Manager	56 hrs x \$170/hr	=	\$ 9,520
			\$44,985
Task A.2 JULIE Coordination			
Survey III	24 hrs x \$165/hr	=	\$ 3,960
Task A.3 Easement Exhibit and Legal Descriptions			
Survey V	4 hrs x \$205/hr	=	\$ 820
Survey IV	10 hrs x \$190/hr	=	\$ 1,900
Survey III	45 hrs x \$165/hr	=	\$ 7,425
CAD Manager	40 hrs x \$170/hr	=	\$ 6,800
			\$16,945
Task A.4 Geotechnical Investigation			
Testing Service Corporation		=	\$ 7,975
Task A.5 Environmental Coordination			
Env. Resource Specialist V	8 hrs x \$190/hr	=	\$ 1,520
Env. Resource Specialist IV	16 hrs x \$155/hr	=	\$ 2,480
Env. Resource Specialist I/II	24 hrs x \$85/hr	=	\$ 2,040
Env. Resource Technician	20 hrs x \$110/hr	=	\$ 2,200
			\$ 8,240
Subtotal Task A			\$ 82,105

B. Phase I/II Engineering

Task B.1 Field Reconnaissance

Engineer V	8 hrs x \$190/hr	=	\$ 1,520
Engineer III	8 hrs x \$140/hr	=	<u>\$ 1,120</u>
			\$ 2,640

Task B.2 Stormwater Management Design and Coordination

Engineer V	2 hrs x \$190/hr	=	\$ 380
Engineer III	20 hrs x \$140/hr	=	\$ 2,800
CAD Manager	2 hrs x \$170/hr	=	<u>\$ 340</u>
			\$ 3,520

Task B.3 Phase I Report

Engineer V	30 hrs x \$190/hr	=	\$ 5,700
Engineer IV	40 hrs x \$155/hr	=	\$ 6,200
Engineer III	56 hrs x \$140/hr	=	\$ 7,840
Engineer I/II	68 hrs x \$115/hr	=	\$ 7,820
CAD Manager	48 hrs x \$170/hr	=	\$ 8,160
CAD II	40 hrs x \$125/hr	=	<u>\$ 5,000</u>
			\$ 40,720

Task B.4 Plans, Specifications, and Estimates

Engineer VI	24 hrs x \$225/hr	=	\$ 5,400
Engineer V	48 hrs x \$190/hr	=	\$ 9,120
Engineer IV	72 hrs x \$155/hr	=	\$11,160
Engineer III	96 hrs x \$140/hr	=	\$13,440
Engineer I/II	72 hrs x \$115/hr	=	\$ 8,280
CAD Manager	48 hrs x \$170/hr	=	<u>\$ 8,160</u>
			\$55,560

Subtotal Task B \$ 102,440

C. Stormwater Permitting

Task C.1 Stormwater Permitting

Engineer IV	8 hrs x \$155/hr	=	\$ 1,240
Engineer III	18 hrs x \$140/hr	=	\$ 2,520
Engineer I/II	4 hrs x \$115/hr	=	\$ 460
Env. Resource Specialist IV	8 hrs x \$155/hr	=	<u>\$ 1,240</u>
			Subtotal Task C \$ 5,460

D. Meetings/Coordination

Engineer VI	2 hrs x \$225/hr	=	\$ 450
Engineer V	4 hrs x \$190/hr	=	\$ 760
Engineer III	4 hrs x \$140/hr	=	\$ 560
Engineer I/II	4 hrs x \$115/hr	=	<u>\$ 460</u>
			\$ 2,230

Subtotal		\$ 192,235
Direct Costs		\$ <u>500</u>
Not-to Exceed Fee	=	\$ 192,735

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 9/1/2023

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023

A Memo From...



VILLAGE OF ALGONQUIN
General Services Administration

To: Village Board

From: Tim Schloneger

Date: August 31, 2023

Re: McHenry Natural Hazard Mitigation Plan 2023

The McHenry County Natural Hazard Mitigation Plan has been updated and approved by IEMA and FEMA. The next step is for the McHenry County Board and the local municipalities participating in the plan to formally approve it.

The McHenry County Natural Hazard Mitigation Plan identifies hazards, vulnerabilities, assets at risk, and ways to reduce impacts through long-term, hazard mitigation projects. Various workshops were held to gather feedback on mitigation strategies to reduce identified hazard vulnerabilities, answer questions, and gather input to share with the Hazard Mitigation Planning Committee for this plan update.

The Village should adopt the plan in order to ensure we are eligible for hazard mitigation grant funds from FEMA programs.

More information can be found within the links below:

<https://www.mchenrycountyil.gov/departments/emergency-management/hazard-mitigation-planning>

<https://www.mchenrycountyil.gov/home/showpublisheddocument/113083/638283945569570000>

DAVID A. CHRISTENSEN
DIRECTOR

BROOKE LOYD
CHIEF DEPUTY



PHONE
815.338.6400

EMAIL
ema@mchenrycountyil.gov

August 2023

McHenry County Natural Hazards Mitigation Plan

2023 Mitigation Plan Frequently Asked Questions

1. What is the McHenry County Natural Hazard Mitigation Plan?

The 2023 McHenry County Natural Hazard Mitigation Plan (Mitigation Plan) is a multi-hazard mitigation plan that addresses natural hazards that may impact McHenry County. It is considered to be a multi-jurisdictional plan. It is a plan that makes McHenry County and McHenry County municipalities and townships eligible for mitigation funding from the Federal Emergency Management Agency (FEMA).

2. What is hazard mitigation?

Hazard mitigation is defined as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Examples of hazard mitigation include flood control projects, storm warning systems, and building codes.

3. Why is/was the Mitigation Plan developed?

The Mitigation Plan was developed to fulfill the federal mitigation planning requirements of Section 104 of the Disaster Mitigation Act of 2000 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act for funding under the FEMA Hazard Mitigation Assistance (HMA) program. This Mitigation Plan is also eligible for credit under the FEMA National Flood Insurance Program's Community Rating System.

4. What does the Mitigation Plan address?

The Mitigation Plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. The Mitigation Plan focuses on the identified major natural hazards facing McHenry County: floods, severe summer storms, winter storms, tornadoes, extreme heat and cold events, and drought.

5. Who developed the Mitigation Plan?

The Mitigation Plan was prepared by the McHenry County Hazard Mitigation Planning Committee. The Mitigation Committee members include representatives of County offices, and all interested municipalities, townships, and agencies.

6. The Mitigation Plan is considered multi-jurisdictional. Is this the same as "countywide"?

No, the Mitigation Plan is not a countywide plan like the McHenry County Stormwater Management Plan. FEMA allows for the multi-jurisdictional development of hazard mitigation plans. Each participating government agency will adopt and implement the Mitigation Plan for its own mitigation efforts. The County Board adoption of the Mitigation Plan is for county mitigation projects.

7. What is the status of the Mitigation Plan?

The Mitigation Plan was submitted to the Illinois Emergency Management Agency (IEMA) and FEMA for review in July 2023, and was approved by IEMA and FEMA in August 2023. This means the Mitigation Plan is ready for the County and each participating municipality and township to adopt.

8. How do we adopt the Mitigation Plan?

By resolution. The County and each participating entity must adopt the Mitigation Plan. A sample resolution has been provided to the Mitigation Committee members. The resolution will state which action items in the Action Plan (Chapter 10) the entity will work to implement. The McHenry County Board is slated to adopt the Mitigation Plan in September 2023.

9. What do we do after our community has adopted the Mitigation Plan?

Send a copy of the adoption resolution to the McHenry County Emergency Management Agency (EMA):

- McHenry County EMA
David Christensen/Director
2200 N. Seminary Ave
Woodstock, IL 60098
ema@mchenrycountyil.gov

10. Who will implement the Mitigation Plan?

Each municipality, agency and institution that adopts the Mitigation Plan will implement the Mitigation Plan, according to the resolution passed, and as resources (time and funding) become available. Ideally, there will be some joint efforts, through the Mitigation Committee to implement mitigation actions. An example of a joint effort may be the development of common public information materials.

11. What if we don't adopt the Mitigation Plan?

Then your community will not be eligible for hazard mitigation grant funds from FEMA programs.

12. If we don't adopt the Mitigation Plan will our community be eligible for IEMA/FEMA disaster assistance following a disaster declaration for McHenry County?

Yes. This Mitigation Plan is for mitigation grant purposes. It is not tied to disaster assistance. Recognize that often mitigation projects come to light following a disaster. It is prudent to have an adopted mitigation plan.

13. What are the types of mitigation grants available?

Planning grants and project grants. Examples of mitigation planning grants would be for the study of repetitive flood loss areas, or the evaluation of critical facilities to determine if they are disaster resistant. Examples of mitigation project grants would be for floodplain property acquisitions, or construction of a tornado shelter at a senior care facility. All plans and projects are funded 75% by FEMA and 25% by local.

14. How do we apply for a mitigation grant?

Mitigation grants are applied for through the IEMA. An online "eGrant" application is used. Communities can contact Sam Al-Basha, the State Hazard Mitigation Officer at IEMA, at (217) 785-9942 (sam.m.al-basha@illinois.gov) for more information. Contact McHenry County EMA with further questions about applying.

15. What is the FEMA web site for hazard mitigation grants programs?

For more information about FEMA mitigation grant programs, or HMA, visit: <https://www.fema.gov/grants/mitigation>. Also, visit IEMA's web site at: <https://iemaohs.illinois.gov/recovery/mitigation.html>.

16. How can I learn more about the Community Rating System (CRS)?

Information on the CRS can be found at FEMA's web site: <https://www.fema.gov/floodplain-management/community-rating-system>.



FEMA

August 25, 2023

Mr. Sam Al-Basha
State Hazard Mitigation Officer
Illinois Emergency Management Agency
1035 Outer Park Drive
Springfield, IL 62704

Dear Mr. Al-Basha:

Thank you for submitting the 2023 McHenry County Natural Hazards Mitigation Plan for our review. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The plan met the required criteria for a multi-jurisdiction hazard mitigation plan. Formal approval of this plan is contingent upon the adoption by the participating jurisdictions of this plan. Once FEMA Region 5 receives documentation of adoption from the participating jurisdictions, we will send a letter of official approval to your office.

We look forward to receiving the adoption documentation and completing the approval process for the 2023 McHenry County Natural Hazards Mitigation Plan.

If there are any questions from either you or the communities, please contact Meghan Cuneo, at (202) 615-5294 or email at Meghan.Cuneo@fema.dhs.gov.

Sincerely,

John Wethington
Chief, Risk Analysis Branch
Mitigation Division

RESOLUTION

2023 – R - ____

RESOLUTION APPROVING THE 2023 MCHENRY COUNTY NATURAL HAZARD MITIGATION PLAN AND CONTINUATION OF THE HAZARD MITIGATION PLANNING COMMITTEE

WHEREAS, McHenry County is subject to flooding, severe summer and winter storms, tornadoes, drought, and other natural hazards that can damage property, close businesses, disrupt traffic, and present a public health and safety hazard; and

WHEREAS, the McHenry County Hazard Mitigation Plan Committee has prepared a recommended McHenry County Natural Hazard Mitigation Plan that reviews the County's options to protect people and reduce damage from hazards; and

WHEREAS, the McHenry County Natural Hazard Mitigation Plan was developed as a multi-jurisdictional plan has been submitted and approved by the Illinois Emergency Management Agency and the Federal Emergency Management Agency; and

WHEREAS, the recommended McHenry County Natural Hazard Mitigation Plan has been widely circulated for review by residents and federal, state, and regional agencies and has been supported by those reviewers; and

WHEREAS, the preparation and adoption of a community mitigation plan is a requirement of the Federal Emergency Management Agency for McHenry County to be eligible for federal mitigation funds under Section 104 of the Disaster Mitigation Act of 2000 (42 USC 5165), and under 44 CFR (Code of Federal Regulations) Part 201; and

WHEREAS, after review and discussion, the Law & Government and Planning, Environment & Development Committees concur with said request and are recommending approval by the Village Board of the Village of Algonquin

NOW, THEREFORE BE IT RESOLVED, by Village Board of the Village of Algonquin, Algonquin, Illinois, that it hereby authorizes the McHenry County Natural Hazard Mitigation Plan, September 2023, declaring that said plan has been adopted as of (Date), 2023, and is hereby adopted as an official plan of the Village of Algonquin; and

BE IT FURTHER RESOLVED, that the action items contained in the McHenry County Natural Hazard Mitigation Plan identifies and are hereby assigned to the noted department, division, or office of the County for implementation as staff resources and funding permits:

Action Item 1: Plan Adoption - McHenry County Board

Action Item 2: Continuation of Mitigation Committee - McHenry County Board

- Action Item 3: Plan Monitoring and Maintenance - McHenry County Hazard Mitigation Planning Committee and McHenry County Emergency Management Agency
- Action Item 4: Include the McHenry County Natural Hazard Mitigation Plan into Other Plans
- Action Item 5: Watershed Studies - McHenry County Planning & Development
- Action Item 6: Expand Stream Gaging Network - McHenry County Planning & Development
- Action Item 7: Stream Maintenance Programs - McHenry County Planning & Development
- Action Item 8: Prohibited Waterway Dumping Ordinances - McHenry County Planning & Development
- Action Item 9: Mitigation of Public Infrastructure - McHenry County Planning & Development
- Action Item 10: Continued NFIP Compliance - McHenry County Planning & Development
- Action Item 11: Repetitive Loss Areas Study - McHenry County Planning & Development
- Action Item 12: Identification of Floodplain Structure- McHenry County Planning & Development and GIS
- Action Item 13: Investigation of Critical Facilities - McHenry County Emergency Management Agency and GIS
- Action Item 14: Critical Facilities Design with Natural Hazards Protection - All County Agencies
- Action Item 15: Mitigation of Floodplain Properties - Property Protection Projects - McHenry County Planning & Development and McHenry County Emergency Management Agency
- Action Item 16: Safe Rooms - McHenry County Emergency Management Agency
- Action Item 17: Consider Community Rating System Participation - McHenry County Planning & Development
- Action Item 18: Urban Forestry - Consider Participation in Tree City USA - Not Applicable to County
- Action Item 19: Consider Participation in Storm Ready - McHenry County Emergency Management Agency
- Action Item 20: Strengthen Building Codes and Code Enforcement Training - McHenry County Planning & Development
- Action Item 21: Seek Mitigation Grant Funding - All County Agencies
- Action Item 22: Implementation of the Water Resources Protection Action Plan - McHenry County Water Resources Management
- Action Item 23: Development of a Public Information Strategy - McHenry County Hazard Mitigation Planning Committee and McHenry County Emergency Management Agency
- Action Item 24: Property Protection References - All County Agencies

BE IT FURTHER RESOLVED, that the McHenry County Hazard Mitigation Planning Committee is hereby established as a permanent advisory body, and shall be comprised of

representatives from (1) The McHenry County's Emergency Management Agency and all applicable County departments and divisions that might be directly involved in the implementation of the Plan's action items, (2) those municipalities that pass a resolution to adopt the McHenry County Natural Hazard Mitigation Plan, (3) representatives of interested townships, and (4) representatives of interested agencies, organizations, associations or the general public appointed by the Chair of the County Board to represent stakeholders in hazard mitigation. The Committee shall meet as often as necessary to prepare or review mitigation activities and progress toward implementing the McHenry County Natural Hazard Mitigation Plan, but at least once each year to review the status of ongoing projects, and the schedule of Committee meetings shall be posted in appropriate places. All meetings of the Committee shall be open to the public; and

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized to distribute a certified copy of this Resolution to the McHenry County Emergency Management Agency Director (who shall make this Resolution a part of said plan), the County Administrator, and the Illinois Emergency Management Agency.

DATED at Algonquin, Illinois, this ___ day of _____, AD., 2023.

Village President, Debby Sosine

ATTEST:

Fred Martin, Village Clerk



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 6, 2023

TO: Tim Schloneger, Village Manager
Nadim Badran, Public Works Director

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: 2023 Water Master Plan Update

Attached is the proposal from Trotter and Associates, Inc. (TAI) for engineering services required to update our Water Master Plan. We have received two proposals with TAI being the most competitive price of \$143,200.00. The Village has worked very close with TAI for several years on wastewater projects that have always turned out exceptional.

There is a general guideline that Master Plans should be reviewed and updated every 10 years to account for EPA regulatory changes, economic conditions, demands placed upon the water system, and in consideration of present and future development. With this said, our last Water Master Plan was completed on December 2012 by Engineering Enterprises, Inc. (EEI) and needs to be updated again. EEI submitted a proposal for this work but was higher than the proposal submitted by TAI.

The 2023 Water Master Plan will be divided into eight sections of interest.

- Section #1 – General Background
- Section #2 – Community Needs
- Section #3 – Existing Distribution System Evaluation
- Section #4 – Analysis of Distribution System Alternatives
- Section #5 – Evaluation of Existing Water Supply, Treatment & Storage Facilities
- Section #6 – Analysis of Water Supply, Treatment, and Storage Alternatives
- Section #7 – Implementation Plan
- Section #8 – Recommendations and Summary

As part of the 2023-2024 Water and Sewer Capital funds, we have \$100,000.00 available in Engineering Services. The payment amount for this fiscal year would not exceed \$100,000.00 since we anticipate the work will not be completed until the next fiscal year in which we will budget accordingly for.

Recommendation:

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 the whole proposal of \$143,200.00 to Trotter and Associates, Inc. for our 2023 Water Master Plan Update.



August 9th, 2023

Mr. Nadim Badran
Public Works Director
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Re: 2023 Water Master Plan Update
Professional Services Agreement

Dear Mr. Badran,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the **Village of Algonquin – 2023 Water Master Plan Update** (hereinafter referred to as the “PROJECT”).

Project Background & Understanding

The Village of Algonquin owns and maintains approximately 160 miles of water main that serve the community’s 30,000 residents as well as commercial, industrial, and municipal users. The Village most recently completed a Water Master Plan in 2012 which evaluated each component of the water system. At the time, the Village’s water supply was provided by nine active wells and treated by three water treatment facilities. In addition, the Village’s system operated with six pressure zones separated by nine pressure reducing valves and seven booster stations that allowed the transfer of water from a lower pressure zone to an adjacent higher pressure zone. The Village also owned and maintained four elevated and three standpipe storage tanks with a total storage capacity of 3.33 MG.



The focus of the 2012 Plan was growth projection through planning year 2040 and identification of sustainable and cost-efficient supply and storage solutions to support anticipated growth. The Village evaluated future demands based on two scenarios: Current Trends, representing actual historical averages, and Less Resource Intensive, taking into account potential water conservation methods that would reduce the 2040 estimated future demand by 15%. As a result of these projections, the Plan recommended two capital investment plans for each scenario that outline improvements for supply, treatment, storage, and distribution.

Since completion of the 2012 Water Master Plan, the existing infrastructure has continued to age, new regulatory issues have arisen, and the expectations from the customer base have changed. As part of the Village’s ongoing efforts to maximize capital investments while maintaining the highest degree of water service, staff has recognized the need to update and calibrate the existing hydraulic model of the water distribution system. It is understood that this model was created utilizing Bentley’s WaterCAD v8i software as part of the 2012 Master Planning effort. TAI will assist in performing flow testing and calibrate the model to current system dynamics. A properly built and calibrated model which is updated annually can be utilized in ISO Certifications, in addition to simulating various water system scenarios that cannot be performed in the field. TAI has extensive experience with both Bentley’s WaterCAD v8i as well as WaterGEMS.

The model incorporates water supply, booster stations, elevated and ground storage, valves, and hydrants to represent the Village’s system dynamically. The model will be suited for the evaluation of pending developments,

ISO reports, and analysis for proposed capital improvement projects. Specifically, the Village is concerned with the Algonquin-Cary planning area outlined in the 2021 Algonquin-Cary Subarea Plan and other potential subdivision developments. Conceptual level designs and cost estimates will be presented for recommended distribution system improvement projects in a manner which can easily and clearly be integrated into the Village's capital program. A prioritization matrix will be created to objectively evaluate and rank the distribution system improvements. This will include coordinating proposed distribution system projects with the Village's roadway rehabilitation program, as well as sanitary sewer improvement projects.

Additionally, TAI will review the existing supply, treatment, and storage infrastructure of the Village's water system. This will include site visits to each facility to document historical operational or control issues. Condition Assessment Tables which detail the installation year, condition, and replacement/rehabilitation timeframe will be provided for each piece of major equipment. Conceptual cost estimates and designs will be provided for any recommended infrastructure upgrades or rehabilitations as well as any alternative solutions to the current system, suitable to be incorporated into the Village's Capital Improvements Plan.

Scope of Services

During the planning process, we will work closely with the Village staff, holding several work sessions to gather data, visit facilities, discuss alternatives, review our analyses and develop consensus on recommended solutions. These work sessions will also serve to document our progress and keep the project moving forward to a timely completion. The project scope will generally follow the deliverable of the final report:

- A. Section #1 – General Background
 - 1. Review historical data and previous reports, plans, and capital improvements.
 - 2. Conduct a Site Visit of each facility in the water system in order to understand daily operation and layout.
 - 3. Summarize the Village's goals, challenges, concepts, requirements and objectives.

- B. Section #2 – Community Needs
 - 1. Review Comprehensive and Land Use Plans with Village staff to develop population projections.
 - 2. Review billing and water data to determine current population projections and usage. This will be performed in conjunction with the Wastewater Facility Plan Update.
 - 3. Gain concurrence on the current, 10-year and 20-year population projections.
 - 4. Summarize and document the projections and back-up information.

- C. Section #3 – Existing Distribution System Evaluation
 - 1. Obtain, review and incorporate previously developed system reports and studies. Document all distribution improvements completed since the 2012 Water Master Plan.
 - 2. Reaffirm and document operations and set points of well pumps as well as storage, booster station, and PRV operations.
 - 3. The Village will provide Engineer with their existing water model.

- Demands throughout the system will be added based on historical water usage data, land use, and zoning density.
 - TAI will coordinate with the Village Water and Fire Departments to obtain historical fire flow testing data.
 - In conjunction with Water Department staff, perform supplementary fire flow testing for calibration purposes. TAI will document all pressure and flow results. It is estimated that 15-20 flow tests will be completed to allow for proper calibration in accordance with AWWA M-32 requirements.
 - TAI will calibrate the hydraulic model based on the fire flow testing data and institutional knowledge of the Department staff. Calibration will be to a level sufficient for future use in ISO Certification through the Section 600 Water Supply.
 - Once calibration is complete, a work session will be held at TAI's office for Village staff to review the model, understand the intricacies, and gain consensus on accuracy.
4. Run WaterCAD Analyses
- The model will be run under Average Day Demand as well as Maximum Day Demand conditions to observe the available fire flows and residual pressures throughout the system. The results will be provided in both graphical and tabular formats. These analyses will utilize both steady-state and extended period simulation as required.
 - Modeling of specific scenarios as requested by the Village (e.g. loss of well supply, loss of storage, water age/residual, etc.)
5. Provide an evaluation of the distribution system, including a review of water main age, size, material, and break history (if available). Create a prioritization matrix including these parameters, as well as consideration for the Village's roadway and sanitary sewer programs.
- D. Section #4 – Analysis of Distribution System Alternatives
1. Using the findings from the hydraulic modeling of Section #3, assign criticality to replacement of water distribution system components. Make recommendations for replacement based on age, flow, repair history, and the criticality of the segments in question. Include conceptual-level cost estimates and layouts of projects identified.
 2. Document and incorporate ongoing Village programs, such as lead service line replacement, water meter replacement program, leak detection program, flushing program, etc.
 3. Summarize and document the system's condition, findings and recommendations including annual budgets.
- E. Section #5 – Evaluation of Existing Water Supply, Treatment & Storage Facilities
1. Document the raw water quality of each well, including hydrogen sulfide, iron, manganese for the shallow wells and radium, barium, and hardness for the deep well. Identify current and historical pumpage rates for each of the wells.
 2. Utilizing water billing data and pumpage reports, benchmark non-revenue water throughout the system. Identify and estimate the forms of non-revenue water including real and apparent losses, as well as unbilled/unmetered consumption.

3. Evaluate each treatment facility's performance based on finished water quality.
4. Review the current storage capacity (elevated tanks and standpipes) to determine whether the facilities provide the recommended operational, reserve and fire flow storage.
5. Perform on-site walk-throughs of the existing supply, storage, and treatment facilities to identify capabilities, strengths, and limitations with the staff responsible for routine maintenance.
 - Document existing conditions and deficiencies.
 - Identify through discussion with staff and mechanical failures, hydraulic deficiencies and operational issues.
 - Review and document remaining service life of existing infrastructure.
6. Review operational strategies with staff to determine whether any potential for optimization or cost-saving measures could be implemented.

F. Section #6 – Analysis of Water Supply, Treatment, and Storage Alternatives

1. Establish short- and long-term capacity requirements based on current, 10-year and 20-year projections.
2. Through the use of work sessions, develop, evaluate and discuss alternatives to address supply, treatment, and storage concerns identified in previous sections. Evaluate alternatives to serve proposed and potential developments outlined in Section 2.
 - A review of the long-term viability of groundwater source supplies for the Village will be provided. This will include a discussion of both the water quantity at present and future for the wells, as well as water quality issues that would affect the long-term likelihood of maintaining groundwater as a primary source.
3. Alternatives reviewed will include those originally identified in the 2012 Water Master Plan; including New Wells #12, 14, 16, 17; additional water storage in Pressure Zone 3 and Pressure Zone 4; and upgrades/rehabilitation of WTP #1, 2 & 3.
4. Additionally, a review of the feasibility and associated costs of conversion to a surface water supply will be evaluated. Two scenarios are anticipated for this potential conversion:
 - Lake Michigan Water Alternative – The City of Crystal Lake, in conjunction with surrounding communities, is currently soliciting Qualifications to complete a Feasibility Study of supplying Lake Michigan water to the City. This evaluation will review sourcing water through the NSMJAWA, CLCJAWA, or other reasonable sources. TAI will:
 - Assist the Village in providing water demand data to the City for the evaluations and provide coordination as requested.
 - Review the findings of the regional feasibility study and provide comment on the specific implications for the Village.
 - Develop conceptual costs and locations for additional improvements needed within the Village to accommodate the sourcing of Lake Michigan water. This is anticipated to include transmission main from the nearest likely extension point and distribution improvements necessary to convey water from a single location, additional storage as required to meet JAWA standards, and any other

infrastructure upgrades necessary to convey water throughout the Village's pressure zones.

- Utilize the Bentley WaterCAD model to determine the necessary main sizing as needed for distribution.
- Fox River Alternative – TAI will review the feasibility of a direct draw from the Fox River with construction of new surface water treatment facilities as needed to convey water throughout the distribution system.:
 - Review the long-term viability and implications of sourcing water from the Fox River from a water quality and quantity standpoint.
 - Develop conceptual costs and locations for additional improvements needed within the Village to accommodate the sourcing of Fox River water. This is anticipated to include one or more surface water treatment facilities, transmission main from each treatment plant and distribution improvements necessary to convey water from regional locations.
 - Utilize the Bentley WaterCAD model to determine the necessary main sizing as needed for distribution.
- 5. Develop conceptual designs and cost estimates for all feasible alternatives identified, including a matrix identifying cost per gallon produced for annual and capital costs.

G. Section #7 – Implementation Plan

1. Integrate recommendations for equipment replacement from Section 5 with recommended process and capacity upgrades identified in Section 6.
2. Develop a phased plan that is consistent with expected service life and regulatory requirements.
3. Develop implementation schedule.

H. Section #8 – Recommendations and Summary

1. Prepare a summarization of recommendations and financial impacts as outlined in the previous sections.
2. Based on the distribution system size, provide recommendations with respect to reinvestment into water main replacement.
3. Based on the findings with respect to future water demands, provide recommendations with respect to future capital improvements required to meet the Village's long-term needs and goals.

Trotter and Associates, Inc. will submit a 95% (Draft) of the Master Plan, integrating all of the previously reviewed sections. We will meet with Village staff for final review, revisions and concurrence on the on the Draft Master Plan. Trotter and Associates, Inc. will make a formal presentation to the Village Board of the 95% Draft for concurrence and approval. We will incorporate any changes required by the Village Board. TAI will provide up to three hard copies as well as digital copies of all documents.

Water Master Plan Update Schedule

Overall Schedule	Approximately Eight (8) Months
Collection and Review of Data, Discussions with Village	Four (4) Months from Notice to Proceed
First Draft Report Submission Date	Six (6) Months from Notice to Proceed
*Amended Draft Report Submission Date	One (1) Month after Draft Submission
*Final Report Submission Date	One (1) Month after Amended Report Submission

*Schedule contingent upon Village providing comments within two weeks of draft submittals.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed **\$143,200.00** based on the following distribution of compensation:

Water Master Plan Update	\$137,500
Reimbursable Expenses	\$ 500
Pre-authorized Amount for Addendum	\$ 5,200
Total Authorized for Engineering	\$143,200

Reimbursable Expenses. Engineer has incorporated \$500 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated based on actual cost as a pass-through without mark-up.

Pre-Authorized Amount for Design Addendum. ENGINEER has incorporated a portion of this proposal that will only be billable if approved in writing at the discretion of the CLIENT.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

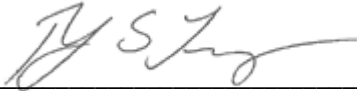
Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:



By: _____

By: Robert Scott Trotter, P.E., BCEE

Title: _____

Title: President

Effective Date: _____

Date Signed: August 9th, 2023

Address for giving notices:

Address for giving notices:
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative

Designated Representative

Title:

Chris Marschinke, PE

Title: Project Manager

Phone Number:

Phone Number: 630/587-0470

Facsimile Number:

Facsimile Number: 630/587-0475

E-Mail Address:

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately

preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000

- 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
- 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by

CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will

release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the

Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

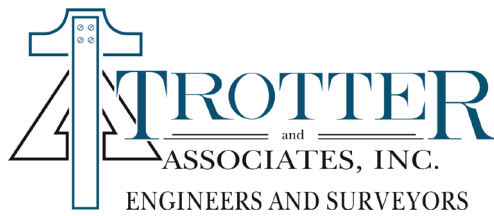
6.16 Definitions

- A. Defined terms will be in accordance with EJDCD No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2023 Schedule of Hourly Rates

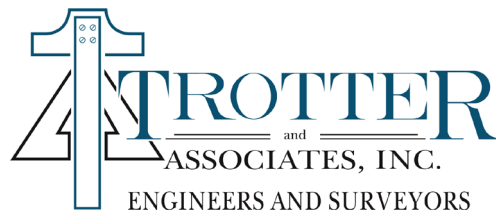
2023 Reimbursable Expenses

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$69.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level I	\$124.00	1- 249 Sq. Ft.		
Engineer Level II	\$136.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level III	\$145.00	250-999 Sq. Ft.		
Engineer Level IV	\$161.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level V	\$182.00	1000-3999 Sq. Ft.		
Engineer Level VI	\$208.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer VII	\$219.00	3999 Sq. Ft. & Up		
Engineer VIII	\$251.00	Mylar Engineering Copies	Each	\$8.00
Principal Engineer	\$258.00	up to 24" by 36"		
Architect Intern	\$69.00	Color Presentation Grade	Sq. Ft.	\$5.15
Architect Level I	\$109.00	Large Format Print		
Architect Level II	\$131.00	Comb Binding > 120 Sheets	Each	\$4.75
Architect Level III	\$152.00	Comb Binding < 120 Sheets	Each	\$3.50
Architect Level IV	\$164.00	Binding Strips (Engineering Plans)	Each	\$1.00
Architect Level V	\$184.00			
Architect Level VI	\$200.00	5 Mil Laminating	Each	\$1.25
Architect VII	\$216.00	Copy 11" x 17"	Each	\$0.50
Architect VIII	\$233.00	- Color		
Principal Architect	\$250.00	Copy 11" x 17"	Each	\$0.25
Technician Level I	\$103.00	- Black and White		
Technician Level II	\$125.00	Copy 8.5" x 11"	Each	\$0.25
Technician Level III	\$146.00	- Color		
Technician Level IV	\$159.00	Copy 8.5" x 11"	Each	\$0.12
Senior Technician	\$175.00	- Black and White		
GIS Specialist I	\$103.00	Recorded Documents	Each	\$25.00
GIS Specialist II	\$136.00			
GIS Specialist III	\$163.00			
Clerical Level I	\$69.00	Plat Research		Time and Material
Clerical Level II	\$82.00	Per Diem	Each Day	\$30.00
Clerical Level III	\$99.00	Field / Survey Truck	Each Day	\$45.00
Survey Technician Level I	\$69.00	Postage and Freight		Cost
Survey Technician Level II	\$85.00	Mileage	Per Mile	Federal Rate
Survey Crew Chief	\$175.00			
Professional Land Surveyor	\$210.00			
Project Coordinator I	\$125.00	<i>**Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules</i>		
Project Coordinator II	\$135.00			
Project Coordinator III	\$145.00			
Department Director	\$208.00	<i>Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.</i>		
Sub Consultants	Cost Plus 5%			

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
 - 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 - 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 - 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its

discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 6, 2023
TO: Nadim Badran, Public Works Director
FROM: Jason A. Meyer, Chief Water Operator
SUBJECT: Well No. 10 Rehabilitation

This memo is to advise you of the proposed recommendation for Well No. 10 Rehabilitation Project. This project was sent exclusively to Water Well Solutions for a proposal, since they are the Villages preferred well rehabilitation contractor. They are also the leading firm in the area that specializes in this work, and are heavily utilized by our neighboring communities as well. Well No. 10 is the only deep well out of nine wells in total throughout the Village and is specifically used in the summer months to keep up with our high demand. Because of this, the Village recommends utilizing a known and trusted contractor familiar with the Village's infrastructure and expectations for service delivery.

Budget Information:

Water Well Solutions provided a proposal not to exceed \$519,207, which includes a \$69,000.00 contingency since there are so many unknowns until the well is pulled and examined thoroughly. The Village has budgeted \$500,200.00 in account 07700400-45593 (Capital Improvements) with a remainder of \$19,007.00 unbudgeted for this project. Since we are going to wait on pulling Well No. 7 this year, we have \$40,000.00 in account 07700400-44418 (Wells) to pay for the remaining \$19,007.00. If no contingency is needed, the budgeted amount will be sufficient to cover the project.

Recommendation

The contractor is very aware of the Villages requirements and operations. It is for those reasons and the analysis conducted that staff recommends Water Well Solutions to be awarded in the amount not to exceed \$519,207.00 for the inspection and rehabilitation of Well 10.



August 31, 2023

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Attn: Mr. Jason Meyer

RE: Algonquin Well No. 10 Rehabilitation

Dear Jason,

Water Well Solutions is pleased to submit the following proposal for the removal and inspection of Well No 10 pumping equipment. Well No. 10 was drilled in 1997 to a total depth of 1,315 ft., with 18" casing grouted to 1022 ft. Based on records provided, the well is currently furnished with a 350 HP Byron Jackson Type H Mercury Sealed 2,300V Submersible motor, and a 13/12 MQL Byron Jackson- 15 stage model pump end, rated for 1,000 GPM @ 1,000' TDH, set to approx. 821 ft on an assumed 8" T&C column pipe, with presumably #2 5kV wire. The original installation date is not known, and we do not have record of the well pump being serviced. Given that this pump is a mercury sealed motor, it should be inspected with regular frequency to avoid failure during operation, and to either service the motor or replace it preemptively. This year's PM test results are noted below.

Well 10:

- **Pump performance:** Good. Bowl assembly has been performing better than all previous pump tests since 2017, and right along the design curve.
- **Electrical:** Amps (up to 78) are within FLA (89 amps), inlet/outlet voltage good. No megger taken.
- **Specific Capacity:** Good. Specific capacity has increased slightly 10%.
- **Static Water Level:** static water level has remained steady since 2019 and has increased since 2017.
- **Date of last rehab/pump service:** unknown
- **Overall recommendation:** the well and pump are in good operating condition. If there is no record of service, the pump should be pulled to inspect the mercury sealed motor if it has been over 7-10 years of operation. Given the sensitivity of this equipment and potential age of the set it should be considered for inspection.

WWS proposes the mobilization of a pump rig & support equipment to pull the pump from the well and bringing the bowl assembly back to our shop for disassembly and inspection and a full inspection report (with Micrometer report) will be provided. Moreover, we recommend the well be televised and inspected when the equipment is out. This will require access to a water source so we can flush the well prior to televising. Once the pump is inspected, and the pipe is inspected onsite, and the well is televised, we can propose necessary repairs. We assume that the original Byron Jackson shipping cap, seal baffle, and electrical cap can be provided by the Village in order to transport properly. We do assume there is no seal failure as this will require remediation and further discussion.

Note, our proposal is based on our discussion of keeping the pipe onsite for visual walkthrough. Moreover, we assume that the power has been disconnected and checked, otherwise we will bring Mike Cleary to do so. Our proposal includes optional bowl disassembly and TV inspection below.

Byron Jackson Type H Motor Qualifications

In regard to the Byron Jackson pumping equipment, Water Well Solutions is among the most experienced well contractors who have pulled, serviced and reinstalled BJ type H motors in Northern IL. Please see our attached

partial reference list of clients we've pulled these BJ's for and we can discuss further upon request. Water Well Solutions is licensed by the State of Illinois to conduct ALL scope of work needed and has been qualified by the State for this work. We offer any and all warranty on workmanship that is provided by any other contractor working on the Byron Jackson Type H motor. Please see the attached reference list as well.

Our field crews are extensively trained and qualified in the removal, servicing, and reinstallation of the Byron Jackson mercury sealed motors. Our crew foreman has over 30 years' experience with the Byron Jackson Type H seal as well as our management team. We have provided these services for numerous clients in the N. IL region, for motors up to 500HP and 2300V.

The cost associated with the scope of work outlined above is shown in the table below. Please note, this work will be billed on a time and materials basis, so as to reflect the actual hours used on the job.

Algonquin Well No. 10 Removal & Inspection				
	QTY	Unit	Unit Cost	Extended Total
Mobilization; of large pump rig, tools, and support equipment	1	LS	\$500	\$500.00
Electrician for 2300v safe disconnection	1	EA	\$1,200	\$1,200.00
Rig & 3-man crew w/ Byron Jackson Technician; Mobilization, pump pull, perform Byron Jackson Type H seal containment inspect pipe onsite	30	HRS	\$610	\$18,300.00
Byron Jackson Motor Tech & Helper complete BJ onsite service	10	HRS	\$400	\$4,000.00
Televise Deep Well provide report and DVD	1	LS	\$1,550	\$1,550.00
Machinist & Helper disassemble & inspect 15 stg bowl assembly	8	HRS	\$380	\$3,040.00
Subtotal for Pump Removal & Inspection				\$28,590.00

Please note, the costs outlined above in the table and below does assume sufficient site access for a truck mounted pump rig, and assumes no unusual downhole circumstances (stuck pipe, column separation, etc.). WWS is signatory to the Operating Engineers Union Local 150.

As you are aware, well pump repairs and well rehabilitations cannot be accurately estimated prior to full inspection, however, for budgetary purposes we've provided a potential repair scope, that is subject to change pending the inspection report. The scope provided is a new motor, pump, wire, transducer, and ½ of the pipe replaced, with ½ being rehabilitated (sandblast & recoat, cut & rethread) and new surge valves. As for rehabilitation of the well, we've included optional brushing and bailing along with AirBurst of the well.

Potential replacement/repair scope

- Pump removal, inspection, TV, Shipment of Motor (\$28,590)-----FROM ABOVE
- New Sunstar Type M 2300v 350HP Motor with bracket w/ flat cable-----\$171,255
- Package & Ship motor to motor manufacturer -----\$4,200
- Proper disposal of mercury seal motor 17" with proper documentation-----\$25,650
- New Goulds 12CHC 13stg bowl assembly rated 1000gpm @ 1000ft -----\$34,842
- 420ft of 8" T&C pipe epoxy coated ID/OD (\$136/ft) -----\$57,120
- Hauling existing pipe for recondition -----\$4,000
- 400ft sandblast & recoat 8" pipe (\$67/HR)-----\$26,800
- Cut & rethread 20 joint ends (\$105/end) -----\$2,100
- QTY 2 8" Surge control valves -----\$3,100
- 840ft of #2 5kV shielded pump cable-----\$34,850
- Airlines, banding, tape, misc. install items, etc. -----\$1,950

- Well disinfection-----\$1,900
- Furnish & install 2300v splice & electrical reconnect-----\$2,000
- Refurbish Pitless with new nipple & O-Rings -----\$1,900
- Mechanical cleaning of well casing & disinfection (\$400/HR) -----\$6,400
- AirBurst Rehabilitation of well -----\$17,050
- Remobilization to site & set up -----\$1,500
- Reinstallation & Testing of well pump-----\$25,000
- Contingency ~15% -----\$69,000

Thus, the estimated project proposal, including a 15% contingency (of total) not to exceed \$519,207.00.

The only fixed costs are the removal, inspection, and certain reinstallation items (labor, banding etc). Thus, the remaining range of expenses will depend on the condition of the equipment.

Note, it is recommended to inspect all bowl assemblies to assess any possible damage and televise the well for record. If completed, upon completion of disassembly and inspection, a full repair report will be provided with updated costs to rebuild the pump w/ necessary materials. The pipe will be inspected onsite by a WWS representative and the Village for any required repairs.

If you wish to proceed with the scope of work outlined above, please sign below, and return a copy of this proposal. Upon approval, we can schedule the work at your desired schedule.

Water Well Solutions values our relationship with the Village of Algonquin and look forward to working with you. As always, please feel free to contact me directly on my cell at (630) 201-0749 or via email at todd.kerry@wwssg.com. Thank you.

Sincerely,

Todd Kerry
 Vice President
Water Well Solutions Illinois, LLC





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Proposal for Design to Upgrade the Braewood Lift Station with
Trotter & Associates, Inc.

Attached is a proposal to complete the design to upgrade the Braewood Lift Station. Trotter & Associates (TAI) assessed this lift station in 2022. Based on this assessment, the design capacity of the Braewood Lift Station is 1,500 Gallons per Minute (GPM). When build-out of approved development currently under construction within the sub-basin is complete, the lift station will be significantly over capacity during wet weather/peak flows based on updated flow modeling. In fact, actual flow monitoring data performed in 2022 showed a deficiency of approximately 250 GPM compared to the design capacity. That means the actual capacity of the lift station is below peak hourly flow during wet weather events. Many factors, including pump age and size, the existing force mains interior diameter, and the internal piping system's pipe sizing, have reduced the pump station's actual capacity.

The three key development parcels that will feed directly to the lift station currently planned/conceptual are the Kensington/Enclave Residential parcel, Algonquin Meadows parcel, and Randall Longmeadow NEC. After complete build-out, all three parcels will provide significant flow to the Braewood Lift Station. The anticipated design of the lift station is expected to take six to eight months, with construction estimated at 12 months. Staff strongly suggests starting the design now to avoid delays to future development so the lift station can handle the forthcoming flows.

Major component upgrades to the lift station include

- Replace and upsize existing 20-year-old pumps within existing lift station
- Upsize existing forcemain to 16 inches and use existing 10-inch main for bypass capabilities (new requirement per IEPA)
- Upsize existing interior lift station piping
- Upsize electrical service and distribution system
- Extend existing driveway for crane access to grinder hatch

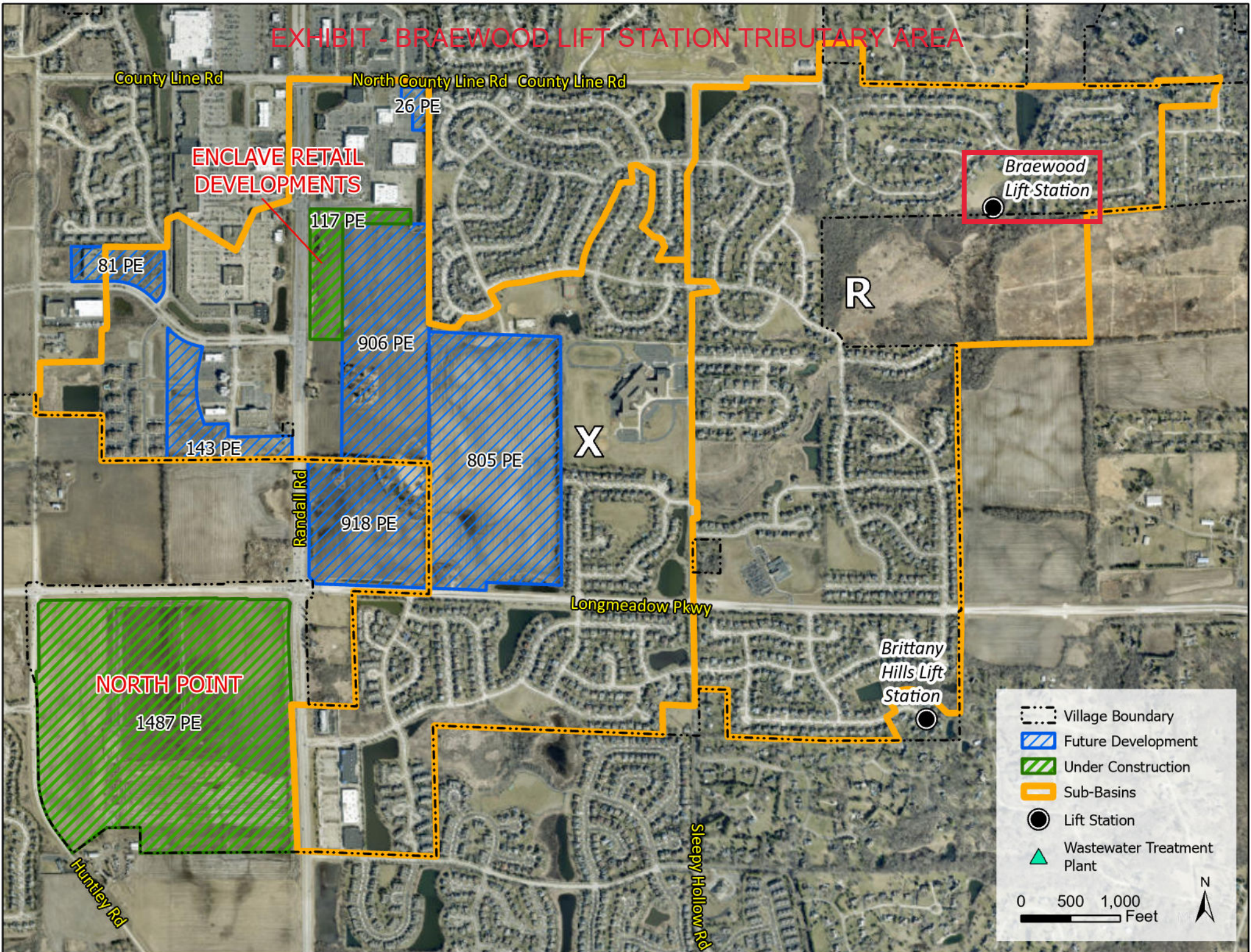
- Install hatch above grinder channel for easier access FOR scheduled maintenance
- Install existing backflow preventer on water service

Staff also considered the option to decommission the lift station. However, the upfront costs would quadruple the recommended upgrade cost and require a new gravity main through Lake Braewood and upsizing the two existing interceptors. These improvements are estimated to take between six and ten years to complete, depending on the availability of funds.

The design proposal for the lift station upgrade is expected to take seven months. Construction is expected to take 12-14 months. Provided the design begins at the end of this month, the upgraded lift station will be online by June 2025. This project is unfunded, but we will request to draw from the available fund balance of the Water and Sewer Fund. The cost for construction will be recommended for next fiscal year's budget.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$214,294.00 for approval.

EXHIBIT - BRAEWOOD LIFT STATION TRIBUTARY AREA



ENCLAVE RETAIL DEVELOPMENTS

Braewood Lift Station

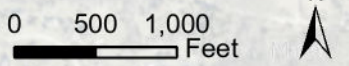
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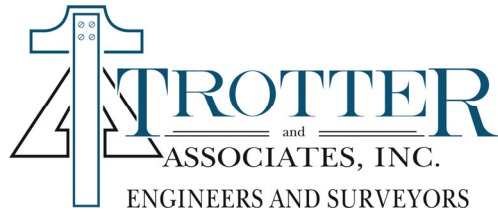
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Brittany Hills Lift Station

NORTH POINT

- Village Boundary
- ▨ Future Development
- ▨ Under Construction
- ▭ Sub-Basins
- Lift Station
- ▲ Wastewater Treatment Plant





August 8, 2023

Cliff Ganek
Village Engineer
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Braewood Lift Station and Force Main Improvements
Professional Services Letter Agreement and Exhibits

Dear Mr. Badran,

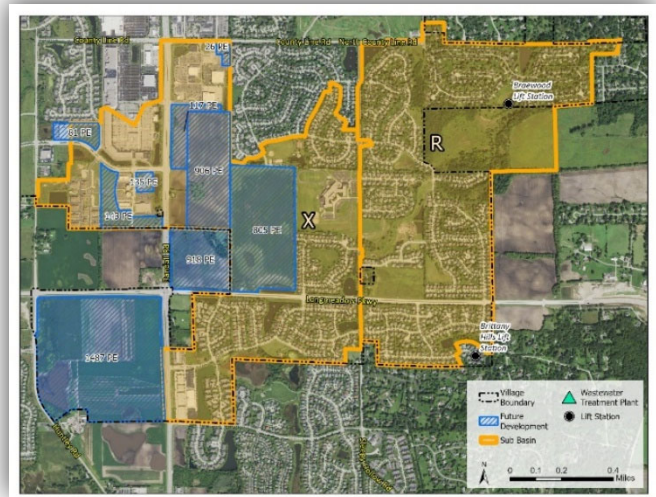
Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Braewood Lift Station and Force Main Improvements (hereinafter referred to as the "PROJECT").

Project Background

The Village of Algonquin sanitary sewer service area is separated into five separate drainage basins. The Braewood Lift Station is located within the Southwestern Drainage Basin and is downstream of both the Grand Reserve and Brittany Hills Lift Station.

In 2022, Trotter and Associates completed a lift station assessment for the Braewood Lift Station. The assessment recommended various improvements to the Braewood Lift Station including replacement of the existing pumps, grinder unit, and odor control equipment. However, the primary concern for the lift station included the need to upsize the station to meet future peak hourly flow demands. Currently, the Braewood Lift Station is at its capacity of 1,500 GPM. With rapid development in both the Braewood Lift Station service area and the upstream Grand Reserve Lift Station service area, the Braewood Lift Station will not be able to handle incoming flows.

As outlined in section 3 of the *Braewood Lift Station Upgrades Assessment for Future Development*, the additional PE tributary to the Braewood Lift Station is anticipated to be 19,889 which includes an additional 14,123 PE tributary to the Grand Reserve Lift Station. To meet future peak hourly flow demands at complete build-out conditions, the lift station capacity will need to be increased to 5,040 GPM.



In addition to the increase in the pump capacity, the force main and interior lift station piping will need to be upsized. The velocity through the existing 10" force main would exceed the acceptable maximum velocity of 12 ft/s, per the Illinois Administrative Code Title 35, Section 370.410. To remain within the acceptable range of 2 ft/s and 12 ft/s, the inside diameter of the proposed force main will need to be 16 inches.

Project Understanding

The Village intends to complete the following upgrades at the Braewood Lift Station to address the deficiencies identified in the Lift Station Assessment.

1. Replace existing 40 hp pumps to meet a future peak flow of 5,040 gpm.
2. Install a hatch above the grinder channel for easier maintenance to the grinder.
3. Extend the existing HMA driveway for crane access to the grinder hatch.
4. Replace the existing odor control equipment.
5. Install the existing backflow preventer on the water service above grade.
6. Replace the existing electromagnetic flow meter.
7. Upsize the electrical service and distribution system.
8. Upsize the existing interior lift station piping and exterior force main.
9. Complete PLC and SCADA Modifications

Phase 1 Preliminary Design

During the Preliminary Design Phase, Engineer shall:

- A. Hold a Project Kick-off Meeting with Village staff, upon receipt of the Notice to Proceed, to establish project goals & schedule.
- B. Perform site visits as necessary to determine site conditions.
- C. Obtain as-built and equipment information for existing pump station and force mains as needed (Village has provided data prior to this Agreement).
- D. Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations.
- E. The existing site is owned by the Village. Conduct a topographic survey of the site, including property boundaries for design and permitting (Village to locate sanitary sewer and force main).
- F. Conduct a topographic survey along the alignment of the existing and proposed force main. The topographic survey limits for the force main will include Gaslight Drive between the Braewood Lift Station site and Rustic Lane. Survey will include all trees, pavement, sidewalk, located utilities and utility poles, curb and gutter, mailboxes, and landscaped areas.
- G. Review basis of design for pump/system curves for pump sizing and selection. Coordinate with the Village and manufacturers to select new pump equipment. Update design memo prepared during the Lift Station Assessment phase.
- H. Prepare a proposed force main alignment and review alternative installation options.
- I. Prepare and submit 50% Preliminary Design documents and Engineer's Opinion of Probable Construction Cost. Preliminary design to include demolition and process sheets for equipment to be replaced..
- J. Attend preliminary design review meeting to address the Village's review comments and concerns.

Phase 2 Final Design

During the Final Design Phase, Engineer shall:

- A. Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the Improvements. Drawings will include (but not necessarily limited to) the following:
 - i. General Construction Details and Notes;
 - ii. Demolition drawings showing existing structures, equipment and utilities to be removed;
 - iii. Force main alignment and profile drawings;
 - iv. Civil/Site drawings showing proposed restoration;
 - v. Process drawings including the equipment layout, valves, meters and process piping;
 - vi. Electrical drawings depicting controls and power circuits;
 - vii. Project Specifications with all process equipment selected.
- B. Prepare updated Engineer's Opinion of Probable Construction Cost.
- C. Hold a meeting with Village staff to review and discuss 90% Engineering Plans and Specifications.
- D. Submit plans and specifications for IEPA Construction Permit.
- E. Submit plans and specifications as required for Illinois Historic Preservation Agency (IHPA) permitting.
- F. Submit plans and specifications as required for Illinois Department of Natural Resources (IDNR) Permitting.
- G. Revise plans in accordance with additional comments and provide 100% complete plans to the Village for review and approval.
- H. Prepare an opinion of probable cost based on the Final Engineering Plans.
- I. Make minor revisions to the plans to incorporate changes and additional comments. Prepare electronic documents for distribution for bids.

Phase 3 Bidding

During the Bidding Phase, Engineer shall:

- A. Provide bidding assistance, which will include preparing the bid notice, distributing bid documents, and preparing bid addendums.
- B. Attend a pre-bid conference, if one is deemed necessary.
- C. Respond to questions about the bid documents pertaining to items included within the engineering components.
- D. Assist the Village in reviewing the bids and assembling a bid tabulation and recommendation letter for award of the contract.

Project Schedule

<u>Task</u>	<u>Anticipated Date</u>
Phase 1 Project Kick-off	September 2023
Phase 1 – Preliminary Design Completion	November 2023
Phase 2 – Final Design Completion	March 2024
Phase 3 – Bidding	April 2024

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed **\$214,2194** based on the following distribution of compensation:

Preliminary Design Phase	\$79,317
Final Design Phase	\$124,861
Bidding and Negotiating Phase	\$9,316
Base Engineering Fees	\$213,494
Reimbursable Expenses	\$800
Total Authorized for Design and Construction Engineering	\$214,294

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT'S convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

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Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By: _____

By: _____

Title: _____

Title: _____

Effective Date: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Designated Representative

Designated Representative

Title:

Title:

Phone Number:

Phone Number:

Facsimile Number:

Facsimile Number:

E-Mail Address:

E-Mail Address:

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

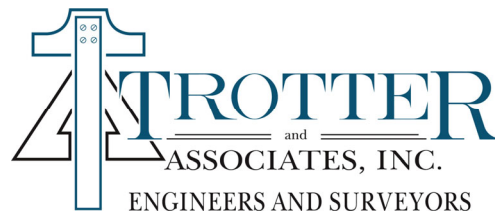


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

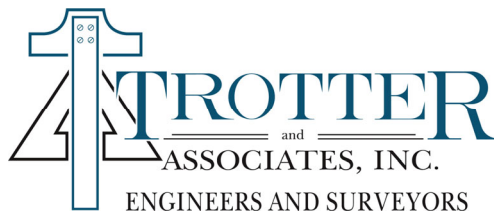
6.16 Definitions

- A. Defined terms will be in accordance with EJDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2023 Schedule of Hourly Rates

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Classification	Billing Rate
Engineering Intern	\$69.00
Engineer Level I	\$124.00
Engineer Level II	\$136.00
Engineer Level III	\$145.00
Engineer Level IV	\$161.00
Engineer Level V	\$182.00
Engineer Level VI	\$208.00
Engineer VII	\$219.00
Engineer VIII	\$251.00
Principal Engineer	\$258.00
Architect Intern	\$69.00
Architect Level I	\$109.00
Architect Level II	\$131.00
Architect Level III	\$152.00
Architect Level IV	\$164.00
Architect Level V	\$184.00
Architect Level VI	\$200.00
Architect VII	\$216.00
Architect VIII	\$233.00
Principal Architect	\$250.00
Technician Level I	\$103.00
Technician Level II	\$125.00
Technician Level III	\$146.00
Technician Level IV	\$159.00
Senior Technician	\$175.00
GIS Specialist I	\$103.00
GIS Specialist II	\$136.00
GIS Specialist III	\$163.00
Clerical Level I	\$69.00
Clerical Level II	\$82.00
Clerical Level III	\$99.00
Survey Technician Level I	\$69.00
Survey Technician Level II	\$85.00
Survey Crew Chief	\$175.00
Professional Land Surveyor	\$210.00
Project Coordinator I	\$125.00
Project Coordinator II	\$135.00
Project Coordinator III	\$145.00
Department Director	\$208.00
Sub Consultants	Cost Plus 5%

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

2023 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight		Cost
Mileage	Per Mile	Federal Rate

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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