

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

Trustee Smith – Chairperson
Trustee Brehmer
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
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**
- 4. General Administration**
 - A. Consider a Budget Amendment for Fiscal Year Ending April 30, 2023
 - B. Consider the 2024 Merit Compensation Plan Amendments
 - C. Consider a Paid Leave for All Workers Act Ordinance
- 5. Public Works & Safety**
 - A. Consider an Agreement with V3 for Management of the Trails of Woods Creek Natural Areas
 - B. Consider an Agreement with Baxter and Woodman NR for the Design Build of the Dixie Creek 5 (Braewood Lift Station) Creek Restoration
 - C. Consider an Amendment to Resolution 2023-R-70, to Increase the Amount per Cubic Yard in Response to the Prevailing Wage Amendment
 - D. Consider Plat of Public Utility Easement Revision for Lot 75 – Grand Reserve Subdivision
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



VILLAGE OF ALGONQUIN MEMORANDUM

To: *Tim Schloneger, Village Manager*

From: *Amanda Lichtenberger, Deputy CFO*

Date: *November 17, 2023*

Re: *Budget Amendment – Fiscal Year Ending April 30, 2023*

Village department heads submitted requests to increase their budget for Fiscal Year Ending April 30, 2023, that requires approval by the Village Board. Budget Ordinance No. 2022–O–17 created spending authority for Fiscal Year Ending April 30, 2023. Illinois statutes allow the Village Board to delete, add to, or change the budget by a vote of two-thirds of the corporate authorities then holding office.

Exhibit A summarizes the budget revisions to the various line items made during fiscal year ending April 30, 2023. Spending for these revisions has caused the original fund budgets to be exceeded. Budget amendments for these increases to budgeted expenditures are justified under Illinois statutes as follows: budget increases for expenditures may be made due to the use of Fund Balance (cash reserves) that existed at the beginning of the fiscal year. The preliminary change in fund balance (Expenditures over Revenues) in the General Fund indicates a decrease of \$1,494,718 at April 30, 2023.

The amendment requires the two-thirds approval of the Village Board. A draft budget amendment ordinance with Exhibit A is also attached. The changes, which are shown on Exhibit A, are explained as follows:

General Fund:

The Police Department had the following expenditure budget increases:

- *Capital purchases* increased \$111,186 due to a police vehicle equipment ordered in the prior fiscal year and not received until fiscal year 2023 due to supply chain issues.

The offset for these increases is in cash reserves in the beginning fund balance as the expenditures were carryover from FY 2023.

The Community Development Department had the following expenditure budget increases:

- *Public Art* increased a total of \$4,560 due to a statue replacement.

The offset for these increases is in cash reserves from the Public Art restricted fund balance.

The Non Departmental-Transfers line items had the following expenditure budget increases:

- Additional transfers to the Street Improvement Fund (\$2,684,607), the Park Improvement Fund (\$660,000) and the Natural Area Maintenance and Drainage Fund (\$860,000) were made due to access funds.

The offset for this increase is the result of previously budgeted expenditures being covered by the one-time, unbudgeted distribution of ARPA Funds.

Street Improvement Fund:

The following revenue budgets increased:

- *Transfers from General Fund* increased \$2,684,607 due to excess funds in the General Fund becoming available for capital projects.

The offset for this increase is the result of previously budgeted expenditures in the General Funds being covered by the one-time, unbudgeted distribution of ARPA Funds.

Park Improvement Fund:

The following revenue budgets increased:

- *Transfers from General Fund* increased \$660,000 due to excess funds in the General Fund becoming available for capital projects.

The offset for this increase is the result of previously budgeted expenditures in the General Funds being covered by the one-time, unbudgeted distribution of ARPA Funds.

Natural Area Maintenance & Drainage Fund:

The following revenue budgets increased:

- *Transfers from General Fund* increased \$860,000 due to excess funds in the General Fund becoming available for capital projects.

The offset for this increase is the result of previously budgeted expenditures in the General Funds being covered by the one-time, unbudgeted distribution of ARPA Funds.

Water & Sewer Operating Fund

The following expenditure budgets increased:

- *Capital purchases* increased \$512,200 due to the purchase of a hydro excavator. This piece of machinery was originally budgeted in FY24, but due to supply chain issues, was ordered in advance. The equipment became available sooner than anticipated.

The offset for these increases is in cash reserves in the beginning fund balance.

Recommendation: Forward the draft ordinance with Exhibit A to the Village Board for consideration at the Committee of the Whole Board Meeting to amend the budget for Fiscal Year Ending April 30, 2023.

ORDINANCE NO. 2023 – O - _____

AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2022-2023

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.

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-0-82, “An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code,” and subsequently passed Ordinance 2022-O-17 “An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2022–2023”; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget “may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;” and

WHEREAS, since the passage of Ordinance 2022-O-17 the President and Board of Trustees have found it necessary to amend Ordinance 2022-O-17.

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

SECTION 1: That Ordinance 2022-O-17, “An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2022–2023,” shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

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 upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

VOTING AYE:

VOTING NAY:

ABSTAIN:

ABSENT:

APPROVED:

Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

Passed:

Approved:

PUBLISHED IN PAMPHLET FORM:

**Village of Algonquin
Budget Amendments for the Year Ending 4/30/2023
Fund Balance Offset**

Exhibit A
As of 4/30/23

General Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
01200200 45590	Capital Purchase	\$ 283,800	\$ 394,986	\$ 111,186
01300100 43362	Public Art	\$ 20,000	\$ 24,560	\$ 4,560
01900500 48004 48006 48026	Transfer	\$ 1,600,000	\$ 5,804,607	\$ 4,204,607
		\$ 1,903,800	\$ 6,224,153	\$ 4,320,353

Street Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Revenues:				
04000500 38001	Transfer	\$ 633,000	\$ 3,317,607	\$ 2,684,607
		\$ 633,000	\$ 3,317,607	\$ 2,684,607

Park Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Revenues:				
06000500 38001	Transfer	\$ 502,000	\$ 1,162,000	\$ 660,000
		\$ 502,000	\$ 1,162,000	\$ 660,000

Water & Sewer Operating Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
07700400 45590	Capital Purchase	\$ -	\$ 256,100	\$ 256,100
07800400 45590	Capital Purchase	\$ -	\$ 256,100	\$ 256,100
		\$ -	\$ 512,200	\$ 512,200

Natural Area & Drainage Improvement Fund

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
26000500 383001	Transfer	\$ 465,000	\$ 1,325,000	\$ 860,000
		\$ 465,000	\$ 1,325,000	\$ 860,000

Vehicle Maintenance Service

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
Expenditures:				
28900000 42234	Professional Services	1,350	7,175	\$ 5,825
		\$ 1,350	\$ 7,175	\$ 5,825

Total - All Funds:

Revenues	\$ 4,204,607
Expenditures	\$ 4,838,378

Recap of Revisions:

<u>Fund:</u>	<u>Revenues Increase/(Decrease)</u>	<u>Expenditures Increase/(Decrease)</u>
General	\$ -	\$ 4,320,353
Motor Fuel Tax	\$ -	\$ -
Swimming Pool	\$ -	\$ -
Street Improvement	\$ 2,684,607	\$ -
Park Improvement	\$ 660,000	\$ -
Natural Area & Drainage	\$ 860,000	\$ -
Water & Sewer Operating	\$ -	\$ 512,200
Water & Sewer Improvement	\$ -	\$ -
Development	\$ -	\$ -
Internal Services	\$ -	\$ 5,825
Total	\$ 4,204,607	\$ 4,838,378



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: November 30, 2023

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, Assistant Village Manager

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 for January 1, 2024:

- a. "Recreation Manager" added in Grade 7;
- b. "Engineer I" added in Grade 8;
- c. "Human Resources Generalist" moved from Grade 7 to Grade 8;
- d. "Community Development Deputy Director" removed due to position elimination.

As usual, please let me know if you have any questions on the attached documents. I have attached the draft with the changes highlighted (e.g., green font is additions and red strikethrough is deletions) 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 - Recreation Manager	\$5,458.94	\$6,397.53	\$7,336.12
8	Planner - Management Analyst - Human Resources Generalist Innovation Analyst - Executive Assistant/Deputy Clerk - Laboratory Technician - Engineer I	\$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

ORDINANCE NO. 2023 - O - _____

**AN ORDINANCE AMENDING ORDINANCE 2023-O-38
REGARDING THE MERIT COMPENSATION PLAN
FOR VILLAGE EMPLOYEES**

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

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

SECTION 1: That Section G of Ordinance 93-O-24 passed on April 20, 1993, and as amended by Ordinance No. 2023-O-38, which was passed on September 19, 2023, shall be amended to read as follows:

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

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

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

SECTION 4: This Ordinance shall be in full force and effect as of December 20, 2023, subsequent to its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

Debby Sosine, Village President

(Seal)

ATTEST: _____
Fred Martin, Village Clerk

Passed:

Approved:

Published:

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



Village of Algonquin

The Gem of the Fox River Valley

Fiscal Year 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	Administrative Assistant - Recreation Manager	\$5,458.94	\$6,397.53	\$7,336.12
8	Planner - Management Analyst - Human Resources Generalist Innovation Analyst - Executive Assistant/Deputy Clerk - Laboratory Technician - Engineer I	\$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	\$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
GENERAL SERVICES ADMINISTRATION

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

DATE: November 30, 2023

TO: Tim Schloneger, Village Manager

FROM: Todd Walker, Assistant Village Manager
Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: Paid Leave for All Workers Act Ordinance

In March 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (Act) to mandate paid time off to be used for any reason. The Act becomes effective January 1, 2024, and will require employers to provide 1 hour of paid leave for every 40 hours worked to employees (full-time, part-time, or seasonal) on an annual basis. **The Village's existing leave policy for full-time employees already complies with the Act.**

The Illinois Municipal League (IML) has been actively engaged in protecting municipal interests in relation to the implementation of the Act. The IML has obtained several opinions from outside law firms to analyze the Act and provide guidance. Consistent with the approaches suggested in all the opinions obtained by IML, it is recommended for municipalities to adopt an ordinance prior to the Act's effective date of January 1, 2024.

Section 15(p) provides that the provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave.

Recommendation:

Staff recommends the Committee of the Whole forward this item to the Village Board for approval by ordinance at their meeting on December 19.

ORDINANCE NO. 2023 - O - ____

AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT

WHEREAS, the Village of Algonquin (“Village”) is a Home Rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution and, by extension, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois has passed the Illinois Paid Leave for All Workers Act (“Act”), 820 ILCS 192/1 et seq., effective January 1, 2024, which requires employers like the Village to provide certain paid leave to some of its employees; and

WHEREAS, the Act will modify the scope of benefits provided to some of the Village’s employees, including the circumstances under which paid leave benefits can be used; and

WHEREAS, the State did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act; and

WHEREAS, the Act does not include any express limitation on the Village’s home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Village has determined that applying the Act to its own employees on January 1, 2024, will negatively impact its governmental operations and affairs and place an undue burden on the Village’s ability to provide uninterrupted services to its citizens; and

WHEREAS, the Village currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the Village also deems it necessary to exercise its home rule authority in order to maintain the *status quo* with respect to the current level of employee leave benefits before the Act takes effects on January 1, 2024; and

NOW THEREFORE, BE IT ORDAINED, by President and Board of Trustees of the Village of Algonquin, Illinois:

SECTION 1. RECITALS. The recitals above shall be and are hereby incorporated in this Section 1 as if reinstated herein.

SECTION 2. EXEMPTION FROM STATUTE. Pursuant to the Village’s home rule authority under the Illinois Constitution, the Village declares that it is exempt from following the provisions of the Illinois Paid Leave for All Workers Act for its own employees.

SECTION 3. SEVERABILITY. If any portion, section, or clause of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

Debby Sosine, Village President

(Seal)

ATTEST: _____
Fred Martin, Village Clerk

Passed:

Approved:

Published:

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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 7th, 2023

TO: Tim Schloneger, Village Manager

FROM: Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: Trails of Woods Creek Natural Area Management Agreement 2024-2025

On November 7th, the Village Board adopted Resolution 2023- R-103 that accepted 34.54 acres of property in the Trails of Woods Creek subdivision that includes naturalized areas on outlots G, H and I. As part of the acceptance of these parcels, the Village entered a Memorandum of Understanding with Pulte, agreeing that they would turn over their 3 year natural area maintenance contract with V3 Companies and pay the village the remainder of this contract which totaled \$196,573.70. The Village received this money and it has been placed into our wetland restricted fund.

Attached you will find the formal proposal from V3 Companies, which now enters them in a formal contract with the Village for the natural area maintenance period at the Trails of Woods Creek.

Also attached is the Village's vendor services PO that details the remaining natural area installation activities as well as provides unit-pricing for maintenance activities in the natural areas for the next two growing seasons. Public Works has worked with V3 in the past on both Village and developer projects and they have done a wonderful job. Therefore, we recommend they continue work on this project.

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 Naturalized Area Ecological Management (2024-2025) Trails of Woods Creek Agreement to V3 Companies for \$196,573.70

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: 01/01/2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: Trails of Woods Creek Natural Area Ecological Management	Location: Trails of Woods Creek Naturalized Parcels
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman Phone: 847-658-2754 Email: mzimmerman@algonquin.org	Name: V3 Construction Group Address: 7325 Janes Ave Woodridge, IL 60517 Contact: Dan Jablonski Phone: Cell (630) 913-1105 Email: djablonski@v3co.com

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

COST OF WORK: The Contract Price of the Work under this Agreement is:
 Not to Exceed: \$183,273.70 Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
NTE		Total Contract Value, not to exceed	\$196,573.70

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is December 31st, 2025

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:
V3 Construction Group, Ltd.
 By: 
Representative of Vendor authorized to execute Purchase Order Agreement
 Title: Michael Famiglietti - President
 Dated: 12/05/2023

VILLAGE OF ALGONQUIN
 By: _____
 Title: _____
 Dated: _____

TERMS AND CONDITIONS

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.
- 9. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

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

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

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

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

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

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

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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

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

This is **SCHEDULE B**, consisting of 13 pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective 01/01/ 2024

VOA: _____

_____ : _____



December 5, 2023

Brad Andresen
Village of Algonquin
110 Michard Way
Algonquin, IL 60102

RE: Naturalized Area Ecological Management (2024-2025)
Trails of Woods Creek
Algonquin, Illinois

Dear Mr. Andresen,

On behalf of V3 Construction Group (V3CG), we are pleased to submit this proposal for two (2) years of Ecological Management (2024-2025) within the Trails of Woods Creek Naturalized Areas and agreed upon naturalized areas within the Village of Algonquin. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto as Exhibit D which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Algonquin (CLIENT) and V3 for services on this project.

PROJECT UNDERSTANDING

The Trails of Woods Creek subdivision naturalized area has approximately 32 acres of native area consisting of prairie, wetland, wet meadow, and open water pockets. These areas were initially seeded in November of 2021 with plant plugs installed in the spring of 2022 and have been maintained by V3 since that time. In addition to the Trails of Woods Creek naturalized area the attached schedule of values may be used on other properties as directed by the Village.

SCOPE OF SERVICES

This proposal includes ecological management and execution of maintenance tasks within the naturalized areas as notated on the attached Trails of Woods Creek Native Area Management Plan (Exhibit A). Work proposed for subsequent years should be considered budgetary and reviewed by the client and V3 annually to adjust for actual field performance.

In addition, maintenance tasks may be performed on any other properties as directed by the Village. Anticipated services are summarized in Exhibit B attached hereto.



COMPENSATION

For the defined tasks associated with punch list items on the Trails of Woods Creek property, the following fee schedule will be invoiced monthly to reflect work complete and is compliant with prevailing wage terms:

Item	Description	Quantity	Unit	Rate	Total
1.01	Supplemental Zone Seeding	2.0	Acres	\$2,475.00	\$4,950.00
1.02	Seeding Area Spray-out	1.0	EA	\$1,650.00	\$1,650.00
1.03	Mowing Supplemental Zone	1.0	EA	\$2,100.00	\$2,100.00
1.04	Soil Preparation/Conditioning	1.0	EA	\$2,100.00	\$2,100.00
1.05	Erosion Control Blanket	3,000	SY	\$2.50	\$7,500.00
	TOTAL:				\$18,300.00

For any additional basic Ecological Restoration and Maintenance Services, V3 shall be compensated in accordance with the rate schedule presented in Exhibit C attached hereto and is specifically not subject to prevailing wage terms. Any materials required for execution of work will be reimbursed at a cost plus an additional ten (10) percent for processing and handling. All work will be initiated by client written request and V3 will confirm the estimated budget prior to executing any tasks.

Additional services shall not exceed: \$178,273.70

TOTAL NOT-TO-EXCEED AMOUNT: \$196,573.70

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices.

Miscellaneous Contractual Items

Native area landscape is extremely dependent upon weather conditions, influence of the surrounding areas, hydrology, and level of management and maintenance efforts, along with other factors. As such, the management plan for native landscape areas should be considered an adaptive plan. This plan should be constantly evaluated and revised to react to the conditions observed and achieve the desired performance standard.

The work associated with this contract is subject to the following conditions:

1. Herbicides will be applied for control of non-native weed species and will occur between April and September of each year.
2. Species targeted for weed control will include, but not be limited to, reed canary grass (*Phalaris arundinacea*), thistles (*Cirsium* spp.), purple loosestrife (*Lythrum salicaria*), common reed (*Phragmites australis*), teasel (*Dipsacus* spp.), and Queen Anne’s lace (*Daucus carota*).



3. Woody species to be targeted includes, but not limited to, buckthorn (*Rhamnus* spp.), sandbar willow (*Salix interior*) and cottonwood (*Populus deltoides*).
4. Seeding methodology and quantities shall be discussed and agreed upon prior to installation as certain mechanical methods (drill and drop seeding) require minimum quantities to cycle and meter properly.
5. Native seed (wet meadow & mesic prairie) outlined above are for the mixes specified in the Trails of Woods Creek Management and Monitoring Plan (MMP) and as provided by the Village of Algonquin. Substitutions may be needed based on nursery availability. If other seed mixes are requested an agreed upon unit price shall be established prior to implementation.
6. Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
7. Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a portion of the total crew hours worked.
8. All work identified in the compensation table above shall be prevailing wage, all maintenance work outside this shall be billed at standard rates identified in Exhibit C.

Sincerely,
V3 CONSTRUCTION GROUP, LTD.

Daniel Jablonski
Project Manager

Mike Famiglietti, P.E.
President

Accepted For:
VILLAGE OF ALGONQUIN

BY: _____

TITLE: _____

DATE: _____

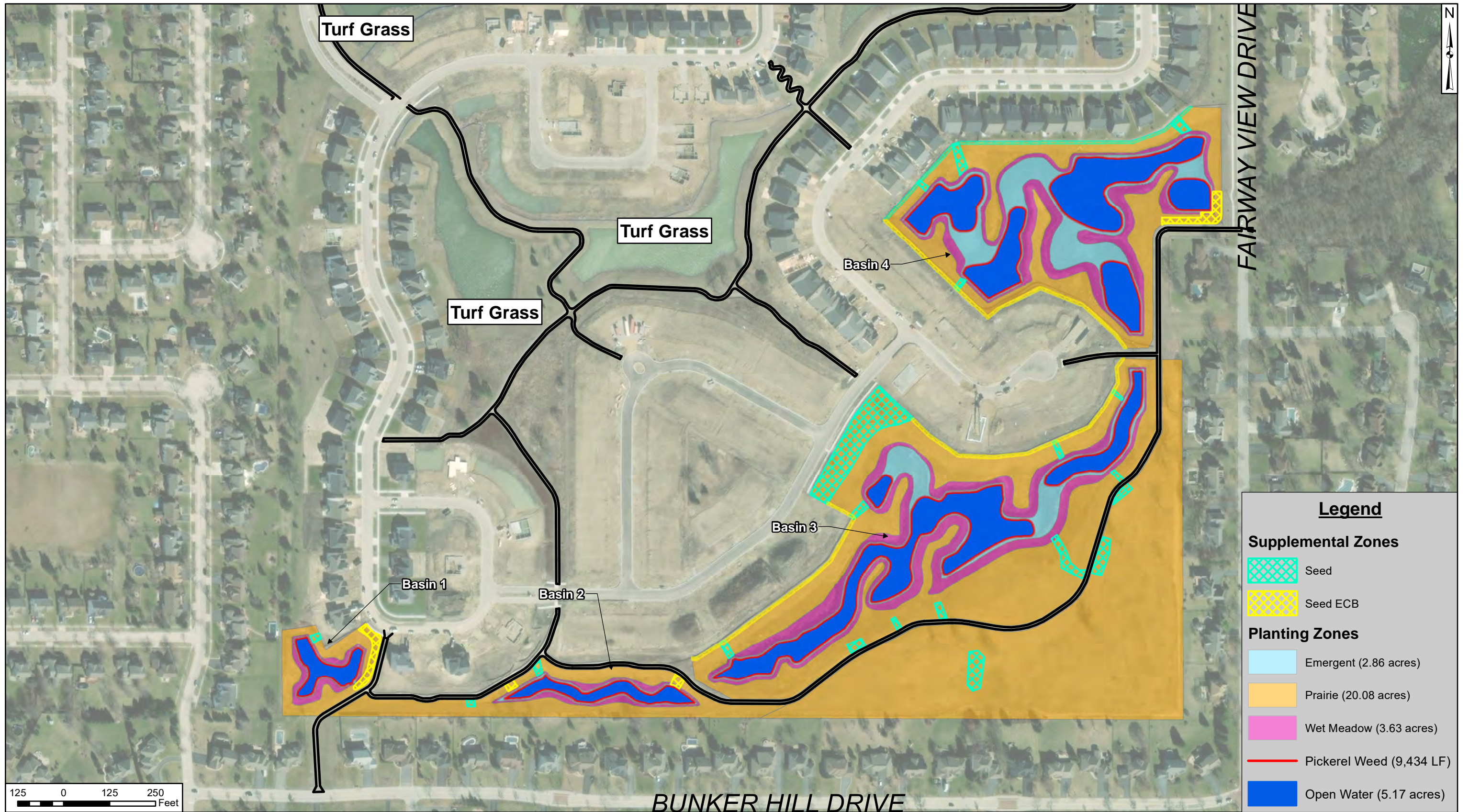
Attachments:

- Exhibit A – Native Area Management Plan
- Exhibit B – Ecological Restoration - Services
- Exhibit C – Unit Rates
- Exhibit D – Terms & Conditions

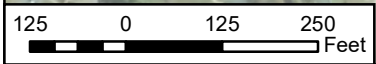



EXHIBIT A

NATIVE AREA MANAGEMENT PLAN
TRAILS OF WOODS CREEK



Legend	
Supplemental Zones	
	Seed
	Seed ECB
Planting Zones	
	Emergent (2.86 acres)
	Prairie (20.08 acres)
	Wet Meadow (3.63 acres)
	Pickeral Weed (9,434 LF)
	Open Water (5.17 acres)

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

Visio, Vertere, Virtute...
"The Vision To Transform With Excellence"

PROJECT NO.:	ER21029
CREATED BY:	DJJ
DATE:	12/04/2023
SCALE:	See Scale Bar

CLIENT:	Pulte Home Corporation 1900 E. Golf Road, Suite 300 Schaumburg, IL 60173
BASE LAYER:	Maxar Aerial Imagery (2021)

SITE: Trails of Woods Creek

TITLE: **EXHIBIT A
NATIVE AREA MANATEMENT PLAN**

FIGURE: **A**



EXHIBIT B

ECOLOGICAL RESTORATION
SERVICES SUMMARY



Invasive Species Weed Control

Chemical and mechanical weed control activities are conducted to control nuisance herbaceous and woody vegetation. Species targeted for weed control generally include, but are not limited to, reed canary grass (*Phalaris arundinacea*), thistles (*Cirsium* spp.), purple loosestrife (*Lythrum salicaria*), sweet clover (*Melilotus* spp.), common reed (*Phragmites australis*) and Queen Anne's lace (*Daucus carota*). Woody species including, but not limited to, buckthorn (*Rhamnus* spp.) and honeysuckle (*Lonicera* spp.) are chemically and mechanically targeted within the latter weed control events of each year.



Mowing

Mowing is accomplished by means of weed whipping and or mechanical mowing to cut down taller brush material for removal. A recommended practice for removal of vegetation will include herbicide application of cut areas to inhibit any new growth following the mowing event.

To achieve maximum control by mowing, V3 allows annual and biannual plants to bolt prior to mowing which reduces the energy in the plant to regrow. Vegetation mowing occurs throughout the growing season as needed. Additionally, V3 employs a high mowing of 6-8" height for recently seeded areas to allow additional sunlight and help plant establishment. High mowing occurs during late spring and mid-summer.



Planting

When a natural area is in the beginning stages of design implementation or an area is newly bare from invasive species removal, V3 can use native plant plug installation for fast coverage results. Native herbaceous material is chosen to best suit the site conditions as well as client desires and ranges in size from 2-inch plant plugs to larger gallon containers. V3 staff is highly educated in each species growth requirements and installs the plants to their specific environmental requirements. Plant installation occurs from mid-May through mid-July. Should the site conditions require, installed plant material is irrigated on a weekly to bi-weekly schedule as needed.



Native Seeding

V3 implements several techniques for seed installation. When a site calls for initial installation, a Harley rake is used to prep the soil and seed is installed with a tractor by drill seeding and/or broadcast seeding. The type of seeding technique used is determined by the species being installed. Additionally, supplemental seeding is used to increase species diversity within an already established site. When a site calls for supplemental seeding, the ground is prepped through prescribed burning or alternatively with a vegetation mowing. Installation of supplemental seed occurs with the broadcast method, which may use either the tractor, hand seeding, or both as determined by site conditions.





Prescribed Burn

Prescribed burns are conducted within naturalized areas between fall and spring and is highly dependent on suitable weather conditions; thus, timing shall shift as the weather dictates. The purpose of prescribed burning is to remove all dead plant material from recent targeted weed control events, control the abundance of weedy species and encourage the growth and flowering of desired native plant species. This prescribed burn does not include the protection of non-landscaped trees within or adjacent to the naturalized areas.

The prescription burns are ignited in accordance with their respective Burn Plans and only when burn conditions match the burn prescription. An experienced burn crew and crew leader is provided and equipped to safely conduct the burn. Conditions outside the Burn Plan will be cause stopping the burn and will be at the sole discretion of the burn leader. Embers are extinguished after fuel at the site has been consumed. Once the burn is declared over, the local fire authorities will be informed of V3's departure from the site.



Clearing

Select clearing of invasive woody species is performed in restoration areas in order to promote growth and establishment of native vegetation. The clearing operation will include chain saw cutting and collection of felled material by hand followed by herbicide application to the cut stumps to prevent future growth. The collection of fallen debris will either be stacked into piles for burning or chipped for removal off-site. When operating in a sensitive wetland or high-quality area, no tracked equipment is utilized.





EXHIBIT C

UNIT RATE SCHEDULE



UNIT RATES - ECOLOGICAL RESTORATION

V3 CONSTRUCTION GROUP, LTD
7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517

VALID THRU 12/31/2024

LABOR RATES PER HOUR

Item	Description	Straight Time	Overtime	Double Time
1.0	Crew Leader	\$95.00	\$142.50	\$190.00
2.0	Field Crew Member	\$85.00	\$127.50	\$170.00
3.0	Equipment Operator	\$90.00	\$135.00	\$180.00
4.0	Prescribed Burn - Burn Boss	\$120.00	\$180.00	\$240.00
5.0	Prescribed Burn - Crew Member	\$95.00	\$142.50	\$190.00
6.0	Senior Ecologist	\$185.00	\$277.50	\$370.00
7.0	Senior Project Manager	\$185.00	\$277.50	\$370.00
8.0	Project Ecologist/Manager	\$135.00	\$202.50	\$270.00

EQUIPMENT RATES PER HOUR

(Includes Straight Time Operator)

Item	Description	Rate	Unit
1.0	Semi Dump Truck	\$150.00	per hour
2.0	Track Skid-steer	\$195.00	per hour
3.0	Excavator (>10,000 Lbs)	\$225.00	per hour
4.0	Tractor and Implement	\$165.00	per hour
5.0	Water Truck	\$275.00	per hour
6.0	Hydro-Seed Truck	\$275.00	per hour
7.0	Chipper and Truck	\$190.00	per hour
8.0	UTV/ATV	\$135.00	per hour

Notes:

- 1) All labor rates are charged portal to portal and include miscellaneous small tools and equipment necessary to perform common ecological restoration maintenance tasks.
- 2) For contracts that extend beyond the date indicated for valid rates, an escalation of 5.0% on the identified rates will apply, unless otherwise specified in the contract documents.



EXHIBIT D

TERMS & CONDITIONS



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) 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. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, 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 reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

Insurance Requirements – Vendor/Services

Required Insurance:

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

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

VOA: _____

_____:

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

General Insurance Provisions

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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 7th, 2023

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director
Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: Dixie Creek Reach 5 at Braewood Lift Station Design Build Agreement Approval

Attached please find a design build proposal from Baxter & Woodman Natural Resources for the Dixie Creek Reach 5 project.

This project is listed in the Jelkes Creek-Fox River Watershed Action Plan as a needed restoration site. We are embarking on the construction of this creek reach next year through the design-build method for 2 reasons.

Firstly, as part of the Towne Park Reconstruction project, the Village is adding additional impervious surface due to playground and path installation. Per the Kane County Stormwater Management Ordinance, this requires us to provide stormwater detention. Because most of the park is located in the floodplain, there is nowhere in the park to provide this detention. Therefore, we must pay a fee-in-lieu of detention to ourselves and construct a project in the same watershed that will address the detention issues. Per the ordinance, the Village must set aside \$175,000.00 in our Watershed Restricted Fund to put towards a stormwater project.

Secondly, in order to accommodate sanitary sewer collection needs from new developments coming in along Randall Road, the Village has to upgrade the pumping capacity in the Braewood Lift Station, as well as increase the size of the sewer force main leaving the station. The Board approved engineering for these improvements on September 19, 2023 and we anticipate construction of the force main part of the project to start in summer of 2024.

Dixie Creek Reach 5 is directly adjacent to the Braewood Lift Station and the force main runs near the edge of the creek. Therefore, we need to perform tree removal along the creek in order to install the force main. This tree removal sets up the creek site as a great place to perform restoration, and saves us money restoring the corridor to turf grass when it would have likely been torn up to complete this project in the future. This was also one of the only sites in the Village that is in the Jelkes Creek Fox River Watershed where we could provide the lost detention in Towne Park. This lost detention will be accommodated by pulling back the banks of Dixie Creek Reach 5 and re-establishing the floodplain in the area, which will spread out and slow the flow of water going downstream during precipitation events.

Due to the timing of putting together detailed creek restoration plans and then submitting to the ACOE, IDNR and SWCD for permit approval, we are needing to expedite the process so we can begin the creek restoration immediately after the new sewer force main is installed.

Attached is a proposal from Baxter and Woodman Natural Resources, who is an experienced ecological restoration contractor that the Village has worked with multiple times in the past for similar restorations. This contractor has completed multiple stream restorations for the Village within the past three years. Dixie Creek Reach 3, Ratt Creek Reach 5, and the Randall Rd Wetland have all been completed on time and the quality of work has met our expectations. Baxter and Woodman Natural Resources is the only company that has the staff, knowledge, and expertise to design, permit, construct, and maintain the small but challenging stream restoration project given the quick timeline for this project.

Funding for this project is coming from the fee-in-lieu of detention for the Towne Park project with a match from the Natural Area and Drainage Fund.

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 Dixie Creek Reach 5 at Braewood Lift Station Design Build Agreement for stream restoration services to Baxter and Woodman Natural Resources for \$320,628.00.

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 05.01.2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule Schedule B – Contract Price; Schedule C – Insurance**No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: Dixie Creek Reach 5 at Braewood Lift Station Design-Build Restoration	Location: Braewood Lift Station, 1001 Gaslight Dr, Algonquin IL
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman Phone: 847-658-2754 Email: mzimmerman@algonquin.org	Name: Baxter and Woodman Natural Resources Address: 8678 Ridgefield Rd Crystal Lake, IL 60012 Contact: Coilin McConnell Phone: (815) 444-3205 Email: cmcconnell@baxterwoodman.com

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

COST OF WORK: The Contract Price of the Work under this Agreement is:
 X Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$320,628.00	LS	Design Build Dixie Creek Reach 5	\$320,628.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is April 30th, 2025

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:

VILLAGE OF ALGONQUIN

 By: _____
Representative of Vendor authorized to execute Purchase Order Agreement
 Title: _____
 Dated: _____

 By: _____
 Title: _____
 Dated: _____

TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

2. **Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

3. **Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.

4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. **Vendor Standard of Care:** Vendor shall perform the Services with the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

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

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

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

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

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

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

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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

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

This is **SCHEDULE B**, consisting of 16 pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective 05/01/ 2024

VOA: _____

_____ : _____

November 29, 2023

Brad Andresen
Village Ecologist/Horticulturist
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Subject: Dixie Creek Reach 5 at Braewood Lift Station Design-Build Restoration

Dear Brad:

Baxter & Woodman Natural Resources, LLC is pleased to provide this Proposal to design and construct (design-build) an ecological restoration project along approximately 700 linear feet of Dixie Creek Reach 5 and an approximately two-acre riparian area at the Village's Braewood Lift Station property. A detailed summary of our proposed scope of services and fees is as follows:

SCOPE OF SERVICES AND FEES

Baxter & Woodman Natural Resources understands that the Village of Algonquin will undergo upgrades to the Braewood Lift Station in late summer/fall 2024, which will result in significant land disturbance along approximately 700 linear feet of Dixie Creek Reach 5 and two-acre riparian corridor. The Village is requesting a design-build proposal to prepare a conceptual plan, obtain required permits, construct the project, then steward the site for three years to meet applicable vegetation and stream performance standards.

Baxter & Woodman Natural Resources understands that a topographical survey and wetland delineation will not be needed and that a tree survey was performed under a separate contract.

DESIGN

Task 1: Stream and Riparian Area Assessment

Baxter & Woodman Natural Resources will use a recent aerial photo and Kane County one-foot topography data for use during a site visit. A Baxter & Woodman Natural Resources Senior Restoration Ecologist & Construction Manager will visit the site to determine appropriate ecological restoration solutions along Dixie Creek Reach 5 and adjacent riparian areas. Detailed notes and photos will be obtained related to the existing condition and proposed restoration. Resulting information will be used to develop the conceptual design.

Deliverable: Survey Site Notes & Photos

Lump Sum Fee: \$600

Task 2: Conceptual Design Plans

A Baxter & Woodman Natural Resources Senior Restoration Ecologist will use information obtained from the stream and riparian area assessment to develop a conceptual restoration plan. We understand that the conceptual plan will not require signature by an Illinois Licensed Engineer. The conceptual plan will include:

1. Cover Sheet
2. Tree/Shrub Stump Removal & Grubbing Plan Sheet
3. Streambank & Channel Stabilization Plan Sheet
4. Native Planting Plan Sheet
5. Erosion Control Plan Sheet
6. Project Details Sheets

Deliverable: Conceptual Design Plan

Lump Sum Fee: \$6,000

Task 3: Environmental Permitting

1. Corps Permit: Upon initial review it appears that the Corp's Nationwide Permit 13 may cover the project because it includes less than 500 linear feet of hard armoring streambank stabilization. If a permit is required, Baxter & Woodman Natural Resources will prepare a Corps/IEPA Joint Application. For the Corps/IEPA Joint Application permits, Baxter & Woodman Natural Resources will submit the Conceptual Design Plans, wetland delineation report (by others), appropriate applications to the IDNR (by others), USFWS (by others), and SHPO as well as prepare the application package and coordinate with the Corps project manager.

Lump Sum Fee: \$3,500

2. IDNR-OWR Permit: The 3708 rules apply to floodways in NE Illinois when there is a mapped floodway, if there is no floodway mapped but the watershed (per StreamStats) is greater than one square mile then it is considered an undesignated floodway and is governed by the 3700 rules. There is not mapped floodway within the project area, but watershed drainage exceeds one square mile. Baxter & Woodman Natural Resources will hire HR Green to perform the following:
 - A. Upon request attend a kickoff meeting with Baxter & Woodman Natural Resources and the Village.
 - B. Complete a site visit as needed.
 - C. Complete an IDNR-OWR permit application for approximately 700' of channel work.
 - 1) Cover letter to the IDNR-OWR
 - 2) Joint permit application form
 - 3) Adjacent property owner exhibit

- 4) Project location map
- 5) Site photos exhibit
- 6) FIRM Map
- 7) Concept plans provided by BNWR including typical sections and plan view
- D. HEC-RAS modeling of existing and proposed stream conditions.
 - 1) Baxter & Woodman Natural Resources will provide existing condition cross sections at no less than 100-foot intervals.
 - 2) HR Green will supplement cross sections with County LiDAR sections as needed.
 - 3) Proposed sections will be based on typical sections provided by Baxter & Woodman Natural Resources.
 - 4) Water surface elevation comparison table.
- E. Anticipated fee from IDNR-OWR **without** HEC-RAS review: \$1,300 for construction activities that the department determines would not require H&H analysis to demonstrate compliance with the rules.
- F. Anticipated fee from IDNR-OWR **with** HEC-RAS review: \$3,260 for construction activities that require H&H analysis to show compliance with the 3700 rules. Since the proposed plan includes fill in some areas, this is assumed to be required.

Lump Sum Fee: \$13,500

3. Kane-DuPage SWCD Sign Off: Baxter & Woodman Natural Resources will complete and submit Kane-DuPage SWCD forms and obtain sign off. A \$2,300 application fee is anticipated.

Lump Sum Fee: \$2,700

4. Kane County Stormwater Permit: Baxter & Woodman Natural Resources understands that the Village will handle the Kane County Stormwater Permit if required.

Lump Sum Fee: N/A

5. IEPA SWPPP: Baxter & Woodman Natural Resources will prepare a Stormwater Pollution Prevention Plan (SWPPP) and file Notice of Intent (NOI) and Notice of Termination (NOT) with Illinois EPA. A \$750 application fee is anticipated.

Lump Sum Fee: \$1,750

Deliverable: Permit Applications

Lump Sum Fee (1-5): \$21,450

DESIGN LUMP SUM FEE: \$28,050

CONSTRUCTION & DESIGN COST TABLE

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1 SITE PREPARATION					
1.1	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
1.2	TREE & SHRUB GRUBBING/REMOVE SOIL LIFTS/LEVEL SPREADER	1.6	AC	\$15,000.00	\$24,000.00
1.3	HERBICIDE PREPARATION (1X)	1.6	AC	\$2,000.00	\$3,200.00
1.4	FINE GRADE & TILL PREPARATION	1.6	AC	\$2,200.00	\$3,520.00
SITE PREPARATION SUBTOTAL					\$35,720.00
2 EARTHWORK					
2.1	STREAM CHANNEL CUT/GRADING/FILL	1	LS	\$24,000.00	\$24,000.00
2.2	BANK SLOPE RESHAPING & FLOODPLAIN BENCH	755	LF	\$32.00	\$24,160.00
2.3	STONE TOE PROTECTION (8-12" NATURAL STONE)	270	LF	\$90.00	\$24,300.00
2.4	EXTENDED STONE TOE PROTECTION (8-12" NATURAL STONE)	120	LF	\$155.00	\$18,600.00
2.5	STONE TOE PROTECTION BASE (RR4 UNDER WATER LEVEL)	390	LF	\$60.00	\$23,400.00
2.6	LOOSE STONE RIFFLE-40' (8-12" NATURAL STONE)	2	EA	\$3,200.00	\$6,400.00
2.7	AGGREGATE BASE (IDOT CLASS A1 RIPRAP)	390	LF	\$22.50	\$8,775.00
2.8	LOOSE STONE RIFFLE CHINKING STONE (3" NATURAL STONE)	1	LS	\$3,500.00	\$3,500.00
2.9	ADJUST EXISTING STONE TOE	50	FT	\$135.00	\$6,750.00
EARTHWORK SUBTOTAL					\$139,885.00
3 EROSION AND SEDIMENT CONTROL					
3.1	TEMPORARY CONSTRUCTION ENTRANCE/STAGING AREA	1	EA	\$5,000.00	\$5,000.00
3.2	EROSION CONTROL BLANKET - SC150 BN	1,500	SY	\$5.50	\$8,250.00
3.3	EROSION CONTROL BLANKET - DS75	7,500	SY	\$2.50	\$18,750.00
3.4	TEMPORARY STREAM CROSSING	1	LS	\$5,000.00	\$5,000.00
3.5	SUMP PIT & DEWATERING	1	LS	\$3,750.00	\$3,750.00
EROSION AND SEDIMENT CONTROL SUBTOTAL					\$40,750.00
4 ECOLOGICAL RESTORATION AND STEWARDSHIP					
4.1	WET-MESIC PRAIRIE SEED & INSTALLATION	0.65	AC	\$4,000.00	\$2,600.00
4.2	MESIC PRAIRIE SEED & INSTALLATION	0.95	AC	\$5,000.00	\$4,750.00
4.3	TURF GRASS SEED & INSTALLATION	0.15	LS	\$6,500.00	\$975.00
4.4	NATIVE TREES (1.5-2" CALIPER) AND INSTALLATION	15	EA	\$800.00	\$12,000.00
4.5	3-YEAR STEWARDSHIP-1.7 ACRES (2 MOWS, 5 HERB, 1 BURN)	1	LS	\$20,750.00	\$20,750.00
ECOLOGICAL RESTORATION AND STEWARDSHIP SUBTOTAL					\$41,075.00
5 CONSTRUCTION OVERSIGHT					
5.1	CONSTRUCTION OVERSIGHT	1	LS	\$6,000.00	\$6,000.00
CONSTRUCTION OVERSIGHT SUBTOTAL					\$6,000.00
DESIGN TOTAL					\$28,050.00
DESIGN CONTINGENCY 10%					\$2,805.00
CONSTRUCTION TOTAL					\$263,430.00
CONSTRUCTION CONTINGENCY 10%					\$26,343.00
CONSTRUCTION & DESIGN TOTAL					\$320,628.00
* NOTE THAT ALL COSTS EXCEPT DESIGN & 3-YEAR STEWARDSHIP ARE PREVAILING WAGE					

TOTAL DESIGN-BUILD LUMP SUM FEE: \$320,628



8678 Ridgefield Road, Crystal Lake, Illinois 60012
www.baxterwoodman.com

Fees

The Owner shall pay Baxter & Woodman for the services performed or furnished a lump sum amount of **\$320,628**. Thank you for the opportunity to submit our Proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact Coilin McConnell at 815-482-5114 or CMcConnell@baxterwoodman.com if you should have any questions or need additional information.

The attached Standard Terms & Conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

Coilin P. McConnell, CWS, DECI
Natural Resources Manager
Attachment

Dennis Dabros, PE
Vice President

VILLAGE OF ALGONQUIN, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\ALGNV\2326319-Dixie Creek Reach 5-Braewood Lift
Station\Contracts\Work\2326319.00_Updated_Proposal_Dixie_Cr-Braewood_Design_Build.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC (“BWNR”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

Owner’s Responsibility – Provide BWNR with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR’s work shall be extended and the rates and amounts of BWNR’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BWNR’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Opinion of Probable Construction Costs - BWNR’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR’s opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

Insurance - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation	Statutory Limits	
Automobile Liability:	\$1 million combined single limit	
Commercial General Liability:	\$1 million each occurrence	\$2 million general aggregate
Excess Umbrella Liability	\$5 million each occurrence	\$5 million general aggregate
Professional Liability:	\$1 million per claim	\$2 million aggregate
Pollution Liability:	\$1 million each occurrence	\$2 million general aggregate

In no event will BWNR’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BWNR’s under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and

hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

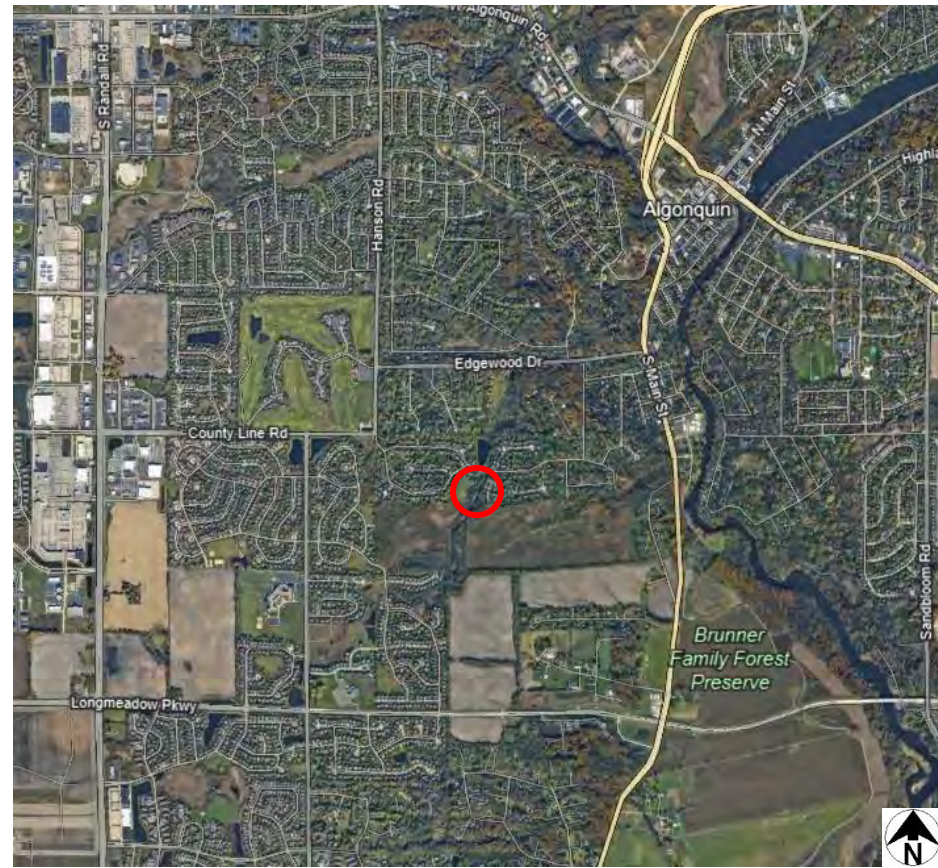
Use of Documents – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) 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 the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

SITE LOCATION MAP



SHEET LIST

- SHEET 1: COVER
- SHEET 2: TREE/SHRUB STUMP REMOVAL & GRUBBING PLAN
- SHEET 3: STREAMBANK & CHANNEL STABILIZATION PLAN
- SHEET 4: NATIVE PLANTING PLAN
- SHEET 5: EROSION CONTROL PLAN
- SHEETS 6-7: DETAILS
- SHEETS 8-9: SPECIFICATIONS

CONCEPTUAL DESIGN FOR

**DIXIE CREEK REACH 5 RESTORATION
AT BRAEWOOD LIFT STATION**

ALGONQUIN, ILLINOIS

November XX, 2023

LIST OF QUANTITIES

ITEM	DESCRIPTION	Qty	UNIT
1 SITE PREPARATION			
1.1	MOBILIZATION	1	LS
1.2	TREE & SHRUB GRUBBING/REMOVE SOIL LIFTS/LEVEL SPREADER	1.6	AC
1.3	HERBICIDE PREPARATION (1X)	1.6	AC
1.4	FINE GRADE & TILL PREPARATION	1.6	AC
2 EARTHWORK			
2.1	STREAM CHANNEL CUT/GRADING/FILL	1	LS
2.2	BANK SLOPE RESHAPING & FLOODPLAIN BENCH	755	LF
2.3	STONE TOE PROTECTION (8-12" NATURAL STONE)	270	LF
2.4	EXTENDED STONE TOE PROTECTION (8-12" NATURAL STONE)	120	LF
2.5	STONE TOE PROTECTION BASE (RR4 UNDER WATER LEVEL)	390	LF
2.6	LOOSE STONE RIFFLE-40' (8-12" NATURAL STONE)	2	EA
2.7	AGGREGATE BASE (IDOT CLASS A1 RIPRAP)	390	LF
2.8	LOOSE STONE RIFFLE CHINKING STONE (3" NATURAL STONE)	1	LS
2.9	ADJUST EXISTING STONE TOE	50	FT
3 EROSION AND SEDIMENT CONTROL			
3.1	TEMPORARY CONSTRUCTION ENTRANCE/STAGING AREA	1	EA
3.2	EROSION CONTROL BLANKET - SC150 BN	1,500	SY
3.3	EROSION CONTROL BLANKET - DS75	7,500	SY
3.4	TEMPORARY STREAM CROSSING	1	LS
3.5	SUMP PIT AND DEWATERSING	1	LS
4 ECOLOGICAL RESTORATION AND STEWARDSHIP			
4.1	WET-MESIC PRAIRIE SEED & INSTALLATION	0.65	AC
4.2	MESIC PRAIRIE SEED & INSTALLATION	0.95	AC
4.3	TURF GRASS SEED & INSTALLATION	0.15	LS
4.4	NATIVE TREES (1.5-2" CALIPER) AND INSTALLATION	15	EA
4.5	3-YEAR STEWARDSHIP-1.7 ACRES (3 MOWS, 6 HERB, 1 BURN)	1	LS
5 CONSTRUCTION OVERSIGHT			
5.1	CONSTRUCTION OVERSIGHT	1	LS

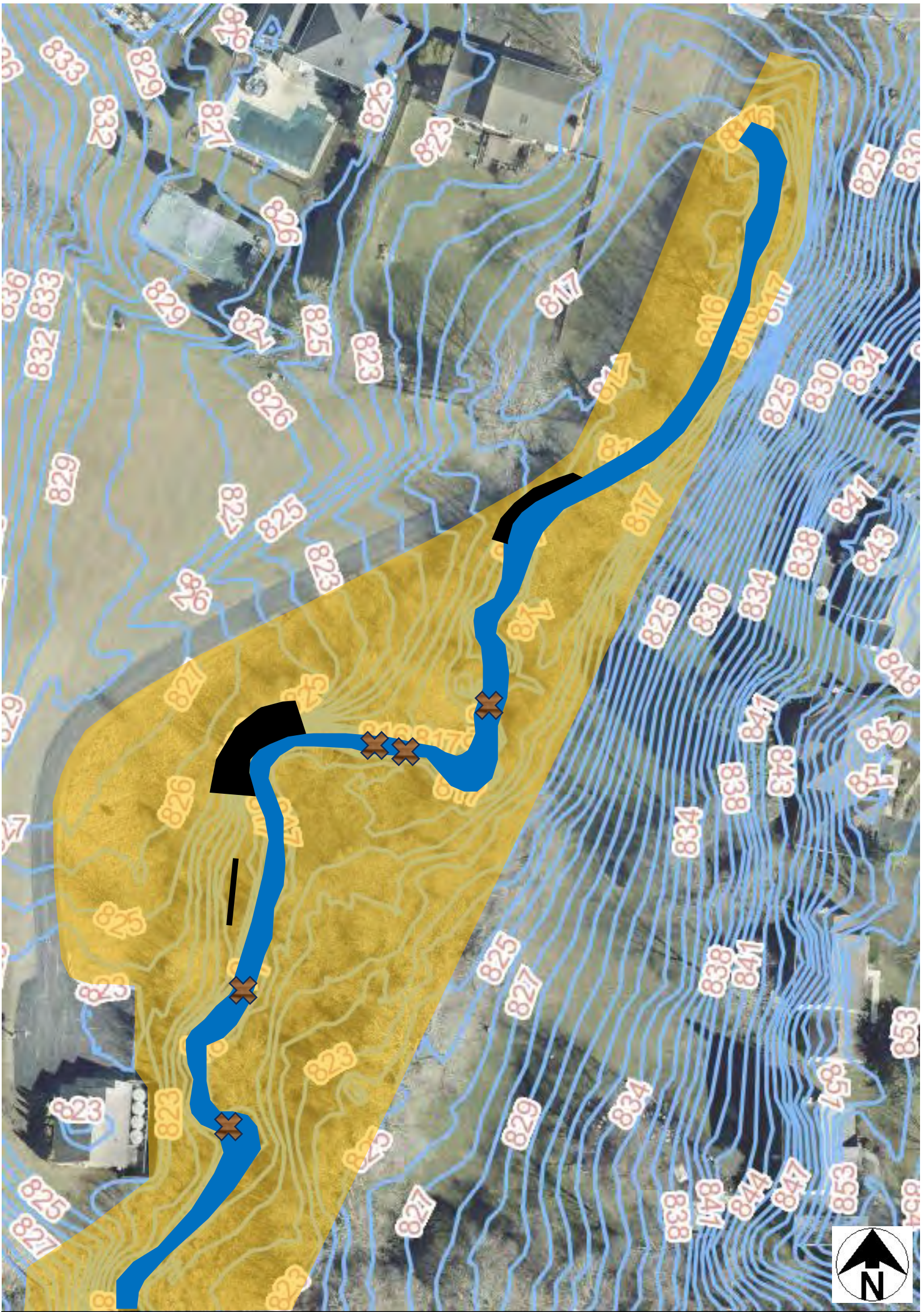





**DIXIE CREEK REACH 5 AT
BRAEWOOD LIFT STATION
CONCEPT RESTORATION PLAN**

ALGONQUIN, ILLINOIS

SHEET TITLE
COVER SHEET

SHEET NUMBER
1



LEGEND	
	Tree/Shrub Stump Removal & Grubbing (1.9 Acres) **Assumes prior tree/shrub removal by Village
	Remove & Dispose Existing Soil Lifts/Lunkers/Level Spreader
	Remove Debris Dam (4 Total)

SHEET TITLE
 TREE/SHRUB STUMP
 REMOVAL & GRUBBING

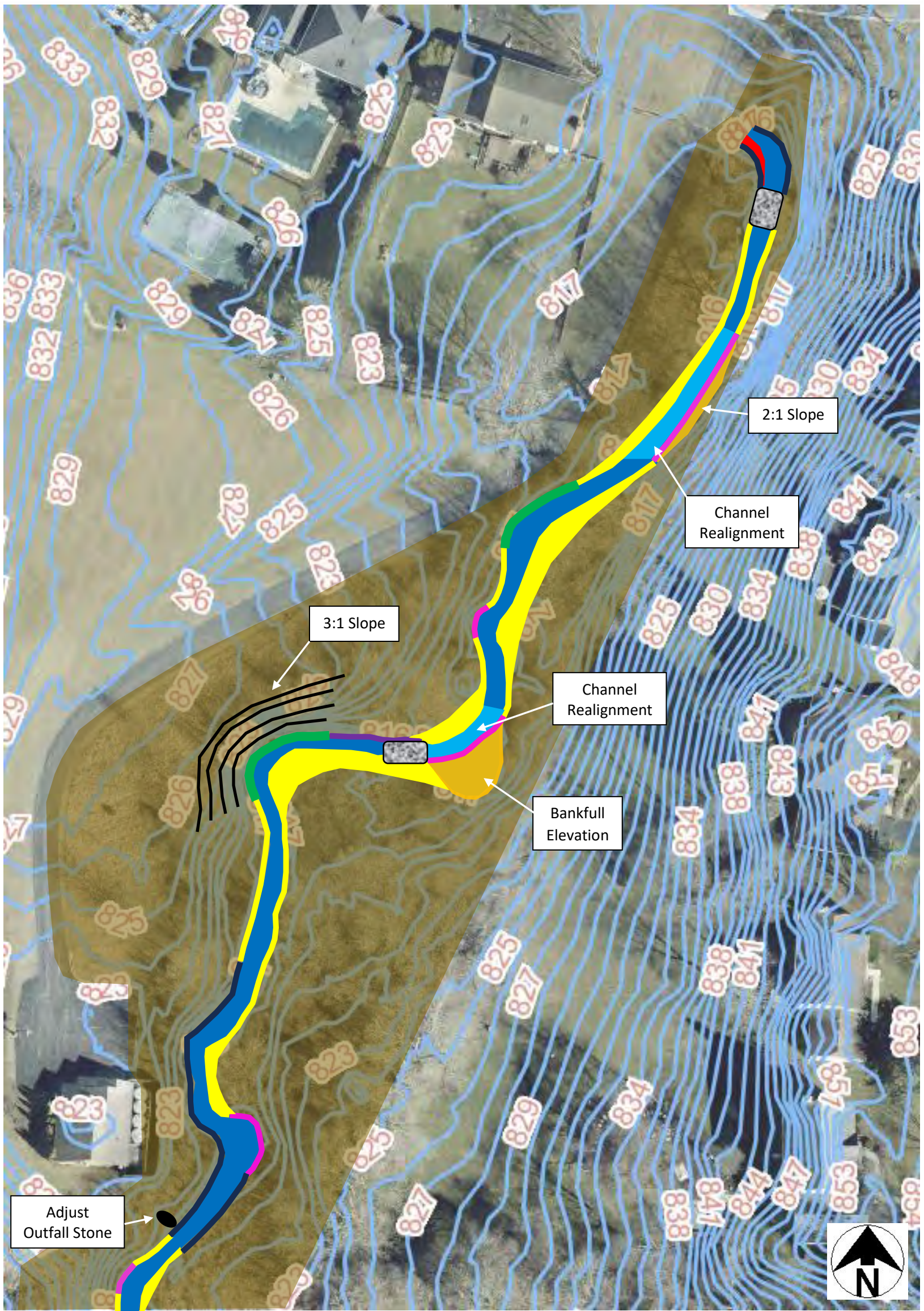
SHEET NUMBER
 2

DIXIE CREEK REACH 5 AT
 BRAEWOOD LIFT STATION
 CONCEPT RESTORATION PLAN

ALGONQUIN, ILLINOIS



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LEGEND	
	Dixie Creek (715 LF: 1,430 Both Banks)
	Existing Rock Toe (235 LF)
	Bank Shaping & Floodplain Bench (755 LF)
	Stone Toe Protection (270 LF)
	Extended Stone Toe Protection (120 LF)
	Adjust Existing Stone Toe (50 LF)
	Fill Old Channel
	Fine Grading (1.9 Acres)
	Loose Stone Riffle (2 Total)
	Remove Accumulated Sediment

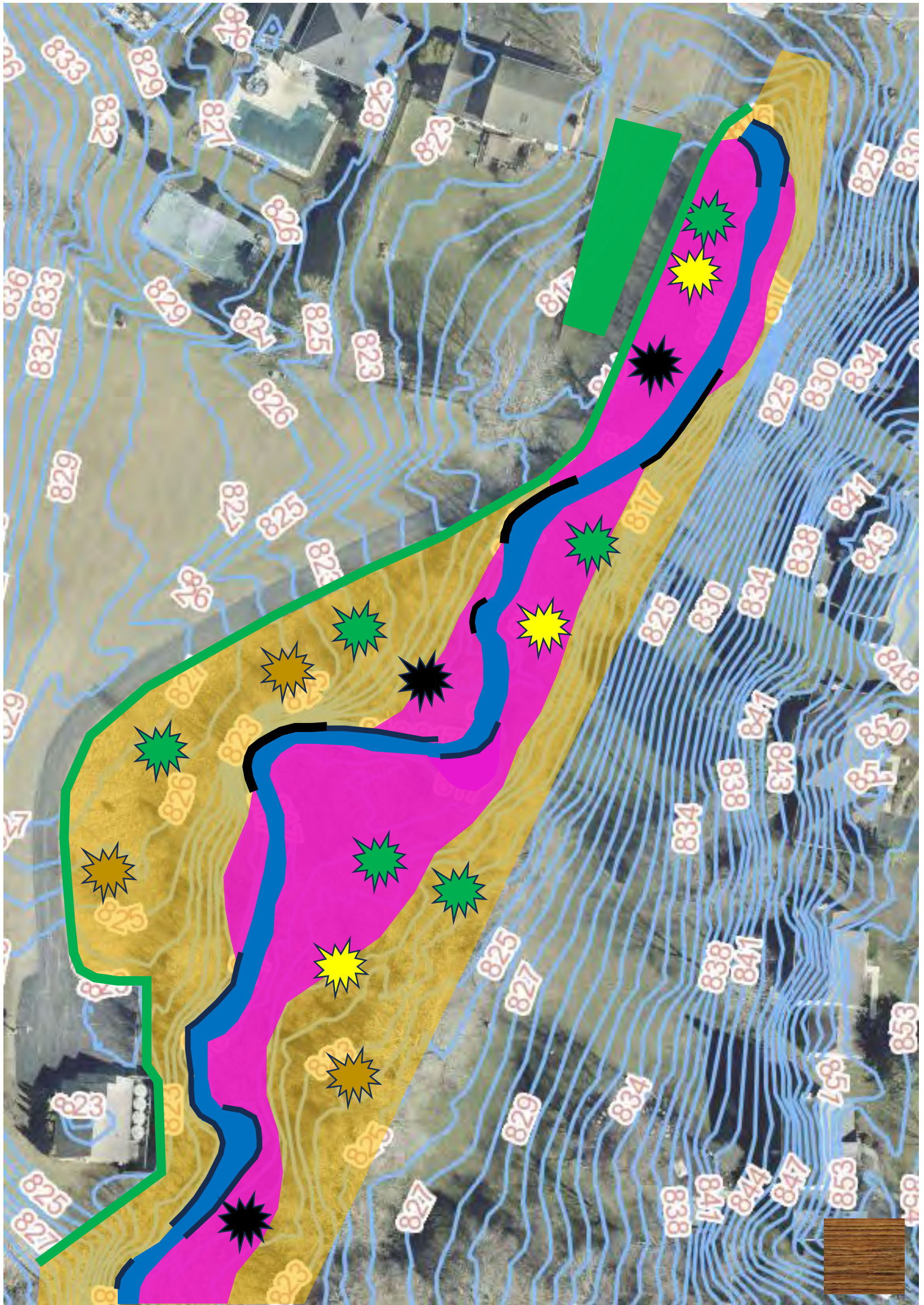
SHEET TITLE
 STREAMBANK & CHANNEL
 STABILIZATION PLAN









SHEET NUMBER
 3

**DIXIE CREEK REACH 5 AT
 BRAEWOOD LIFT STATION
 CONCEPT RESTORATION PLAN**

ALGONQUIN, ILLINOIS

Baxter & Woodman
Natural Resources
8678 Ridgefield Road, Crystal Lake, Illinois 60012
www.baxterwoodman.com



LEGEND	
	Mesic Prairie (0.95 Acre)
	Wet-Mesic Prairie (0.65 Acre)
	Turf Grass Repair (0.15 Acre)
	Rock Toe
	Swamp White Oak (<i>Quercus bicolor</i>) (6 @ 1.5-2" caliper)
	Hackberry (<i>Celtis occidentalis</i>) (3 @ 1.5-2" caliper)
	Sycamore (<i>Platanus occidentalis</i>) (3 @ 1.5-2" caliper)
	Shagbark Hickory (<i>Carya ovata</i>) (3 @ 1.5-2" caliper)

SHEET TITLE
NATIVE PLANTING PLAN

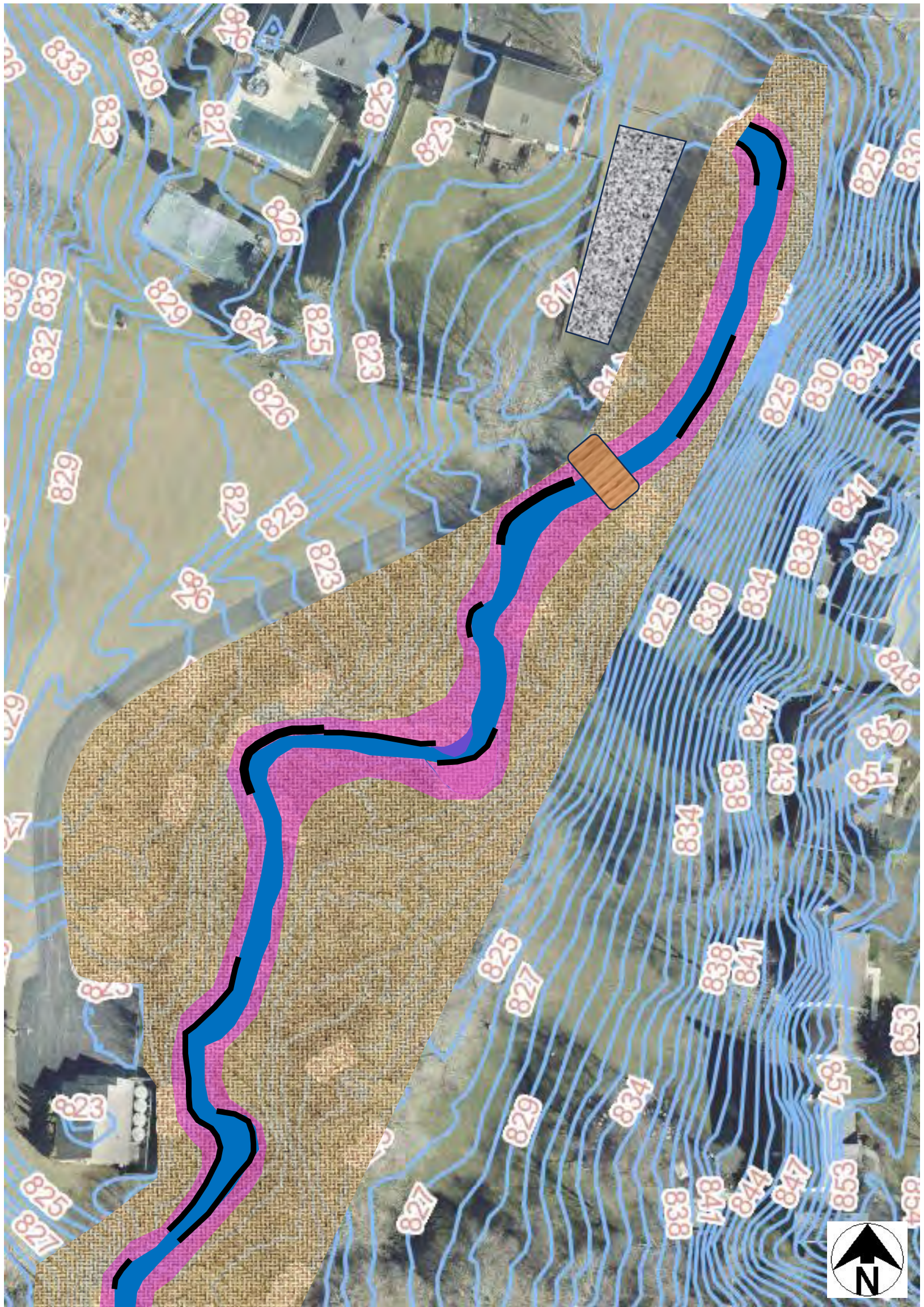
SHEET NUMBER
4

DIXIE CREEK REACH 5 AT
BRAEWOOD LIFT STATION
CONCEPT RESTORATION PLAN

ALGONQUIN, ILLINOIS



8678 Ridgefield Road, Crystal Lake, Illinois 60012
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LEGEND	
	NAG DS75 (7,500 Square Yards)
	NAG SC150BN (1,500 Square Yards)
	Rock Toe
	Temporary Stream Crossing
	Construction Entrance/Stockpile Area

SHEET TITLE
 EROSION CONTROL PLAN

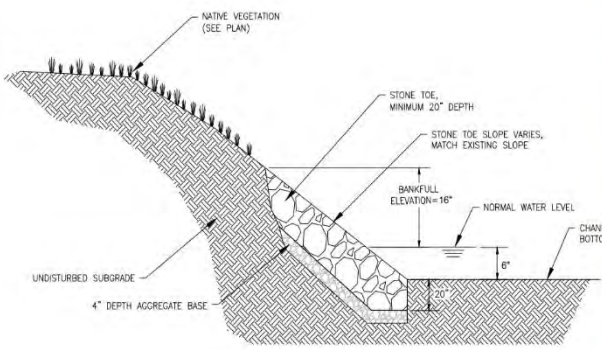
SHEET NUMBER
 5

DIXIE CREEK REACH 5 AT
 BRAEWOOD LIFT STATION
 CONCEPT RESTORATION PLAN

ALGONQUIN, ILLINOIS

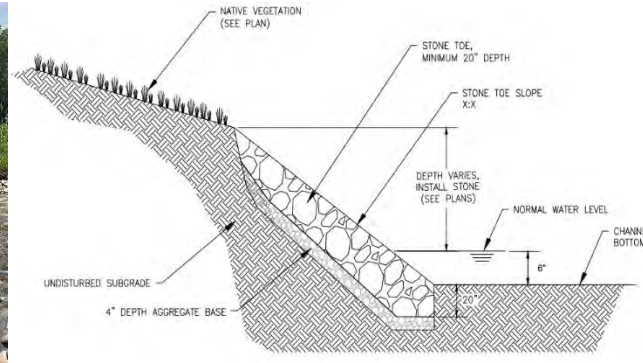


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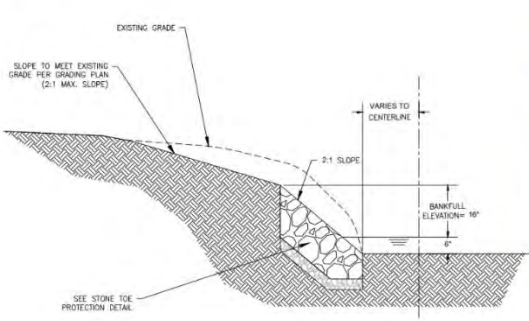
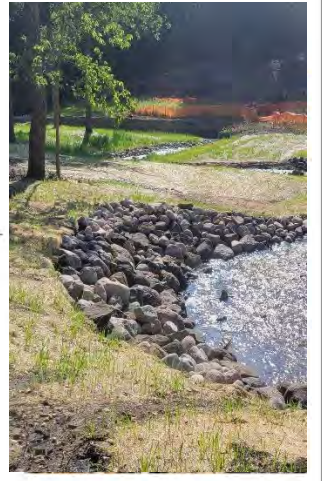
NOTE:
 1. STONE TOE AGGREGATE TO BE RR-4 BELOW NWL & 8-12\"/>

TYPICAL STONE TOE PROTECTION DETAIL
 NO SCALE

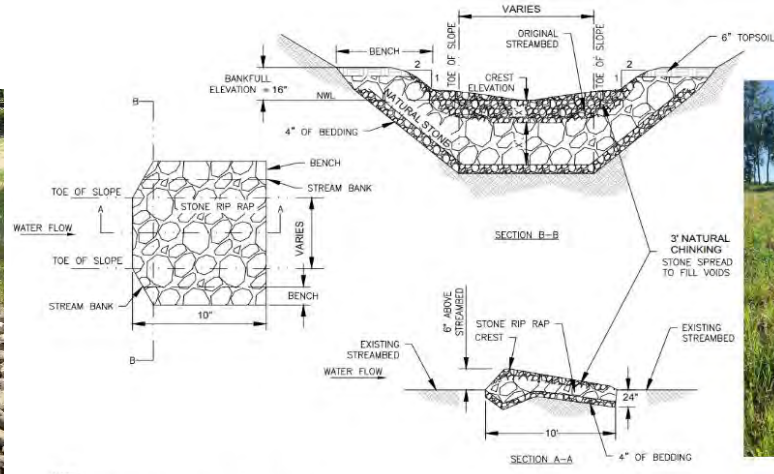


NOTE:
 1. STONE TOE AGGREGATE TO BE RR-4 BELOW CHANNEL BOTTOM & 8-12\"/>

EXTENDED STONE TOE PROTECTION DETAIL
 NO SCALE

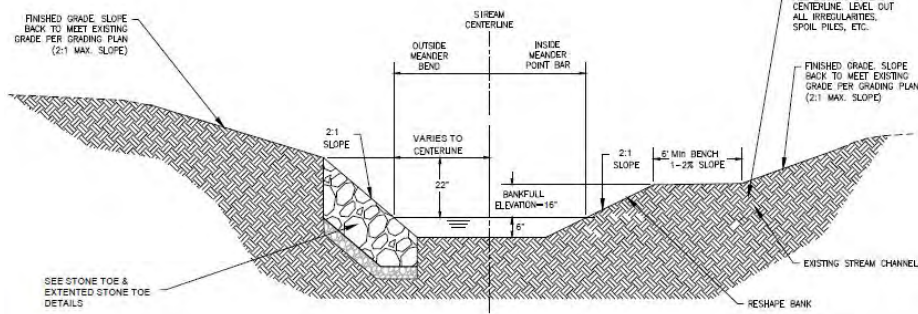


CHANNEL SECTION WITH STONE TOE PROTECTION
 NO SCALE

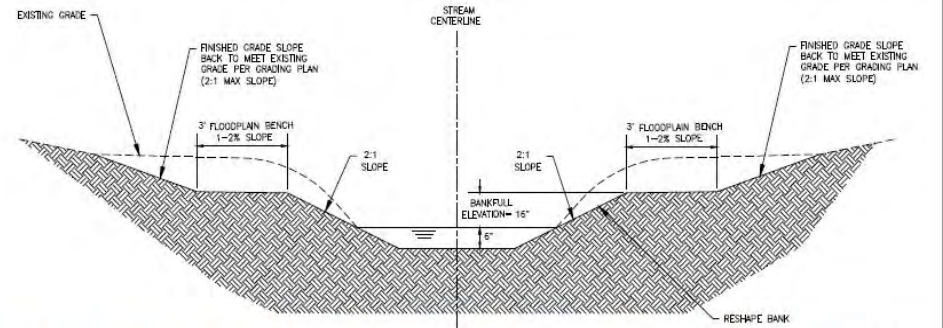


NOTE:
 1. BEDDING/AGGREGATE BASE SHALL BE RR-1 (3\"/>

LOOSE STONE RIFFLE DETAIL
 NO SCALE



MEANDER CHANNEL SECTION WITH EXTENDED STONE TOE PROTECTION & BENCH (APEX OF MEANDER)
 NO SCALE



TYPICAL STRAIGHT CHANNEL SECTION
 NO SCALE



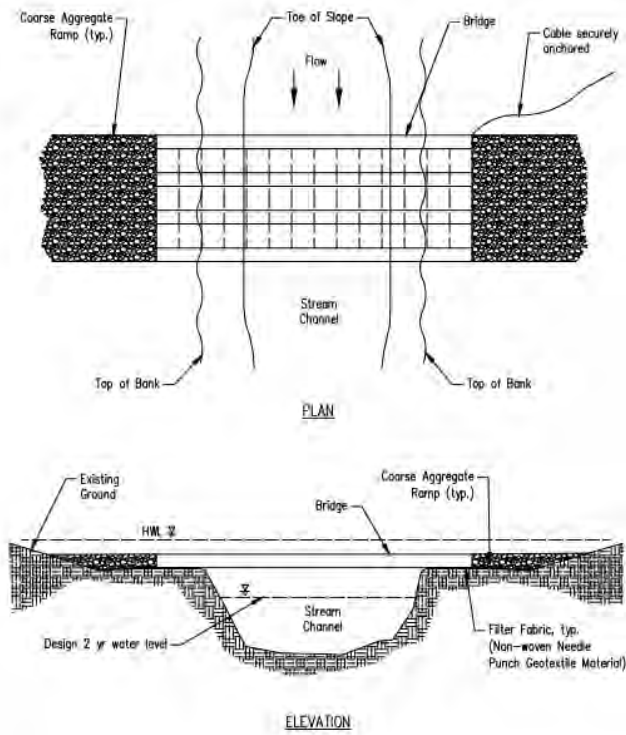
SHEET TITLE
 DETAILS

SHEET NUMBER
 6

DIXIE CREEK REACH 5 AT BRAEWOOD LIFT STATION CONCEPT RESTORATION PLAN

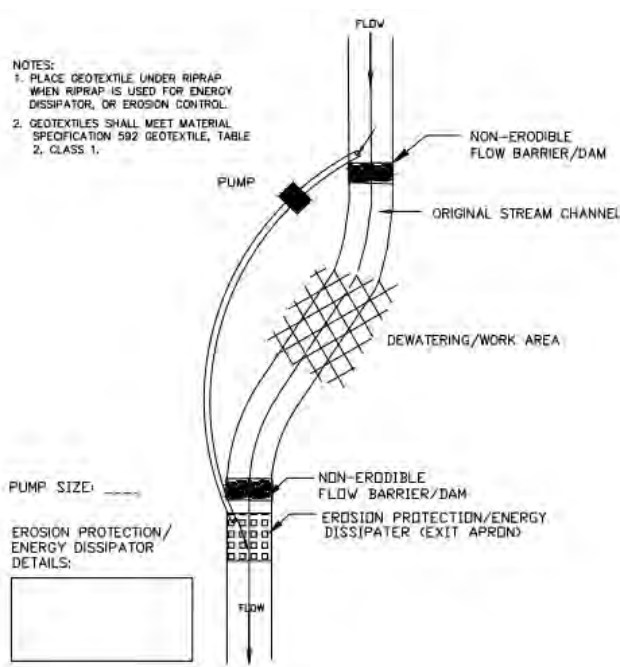
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4 TEMPORARY STREAM CROSSING WITH BRIDGE

NTS

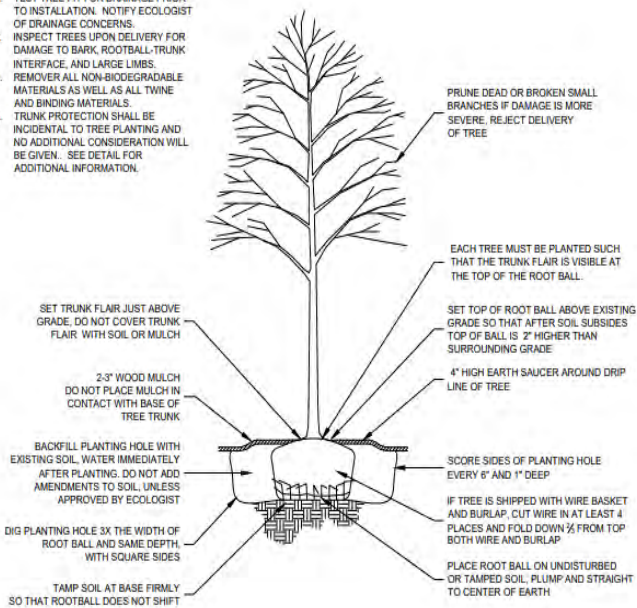


6 TEMPORARY STREAM DIVERSION - BYPASS PUMP

NTS

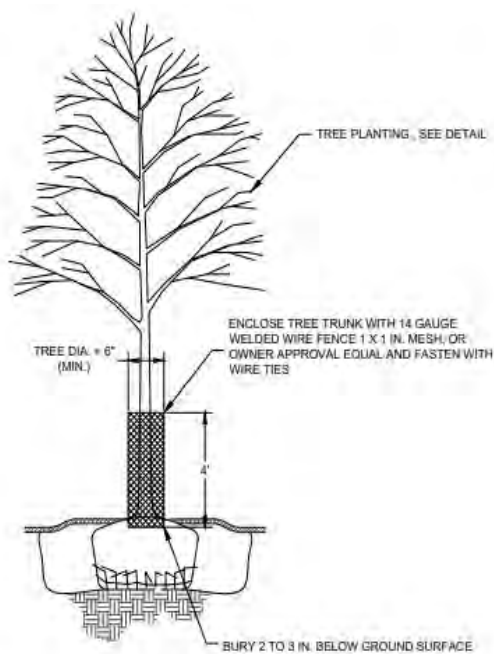
NOTES:

1. SET TREE PLUMB IN PLANTING PIT. MAINTAIN PLUMB CONDITION THROUGHOUT GUARANTEE PERIOD.
2. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLATION. NOTIFY ECOLOGIST OF DRAINAGE CONCERNS.
3. INSPECT TREES UPON DELIVERY FOR DAMAGE TO BARK, ROOTBALL, TRUNK INTERFACE, AND LARGE LIMBS.
4. REMOVE ALL NON-BIOGRADABLE MATERIALS AS WELL AS ALL TWINE AND BINDING MATERIALS.
5. TRUNK PROTECTION SHALL BE INCIDENTAL TO TREE PLANTING AND NO ADDITIONAL CONSIDERATION WILL BE GIVEN. SEE DETAIL FOR ADDITIONAL INFORMATION.



1 TREE PLANTING DETAIL

NTS



2 TREE TRUNK PROTECTION DETAIL

NTS

MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Bouteloua curtipendula</i>	Side oats grama	47.2	
<i>Carex bicknellii</i>	Copper shouldered sedge	4.2	
<i>Panicum virgatum</i>	Switch grass	25.2	
<i>Schizachyrium scoparium</i>	Little bluestem	160.0	
Total Grasses		236.6	14.8
Forbs:			
<i>Asclepias tuberosa</i>	Butterfly weed	16.2	
<i>Echinacea pallida</i>	Pale purple coneflower	17.0	
<i>Echinacea purpurea</i>	Purple coneflower	12.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	7.1	
<i>Liatris pycnostachya</i>	Prairie blazing star	10.3	
<i>Monarda fistulosa</i>	Wild bergamot	0.4	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.8	
<i>Petalostemum purpurea</i>	Purple prairie clover	7.1	
<i>Rudbeckia hirta</i>	Black-eyed Susan	1.0	
<i>Ratibida pinnata</i>	Yellow coneflower	2.2	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	1.9	
<i>Symphotrichum laeve</i>	Smooth blue aster	1.8	
<i>Tradescantia ohioensis</i>	Spiderwort	10.8	
Total Forbs		89.3	5.6
Total All Species		325.8	20.4
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

WET-MESIC PRAIRIE SEED MIXTURE

Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Andropogon gerardii</i>	Big bluestem	10.4	
<i>Carex vulpinoidea</i>	Brown fox sedge	2.3	
<i>Glyceria striata</i>	Fowl mana grass	1.0	
<i>Leersia oryzoides</i>	Rice cut grass	0.6	
<i>Panicum virgatum</i>	Switch grass	23.6	
<i>Spartina pectinata</i>	Prairie cord grass	10.8	
<i>Schizachyrium scoparium</i>	Little bluestem	96.0	
Total Grasses & Sedges		144.6	9.0
Forbs:			
<i>Asclepias incarnata</i>	Swamp milkweed	12.5	
<i>Echinacea purpurea</i>	Purple coneflower	17.2	
<i>Eryngium yuccifolium</i>	Rattlesnake master	7.1	
<i>Helenium autumnale</i>	Sneezeweed	0.8	
<i>Liatris spicata</i>	Marsh blazing star	10.3	
<i>Lobelia cardinalis</i>	Cardinal flower	0.5	
<i>Lobelia siphilitica</i>	Great blue lobelia	0.5	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	1.2	
<i>Penstemon digitalis</i>	Foxglove beard tongue	1.2	
<i>Physostegia virginiana</i>	Obedient plant	2.3	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	2.5	
<i>Ratibida pinnata</i>	Yellow coneflower	2.2	
<i>Symphotrichum novae-angliae</i>	New England aster	1.5	
Total Forbs		61.5	3.8
Total All Species		206.0	12.9
Temporary Cover Crop:			
<i>Elymus virginicus</i>	Virginia wild rye	8.0	0.5
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

SHEET TITLE
DETAILS

SHEET NUMBER
7

DIXIE CREEK REACH 5 AT
BRAEWOOD LIFT STATION
CONCEPT RESTORATION PLAN

ALGONQUIN, ILLINOIS

TEMPORARY EROSION AND SEDIMENT CONTROL

1.0 GENERAL

THE CONTRACTOR MUST ADHERE TO ALL PERMIT CONDITIONS PROVIDED BY BUT NOT LIMITED TO USACE, IEPA, IDNR, AND SWPPP PERMITS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL (IUM). ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED AS RECOMMENDED BY THE OWNER AND/OR SWCD.

APPLICABLE COUNTY SOIL AND WATER CONSERVATION DISTRICT MUST BE NOTIFIED AND INVITED TO THE PRE-CONSTRUCTION MEETING.

THE GENERAL CONTRACTOR MUST INFORM SUB-CONTRACTOR(S) OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE ON SITE.

THE CONTRACTOR SHALL INSPECT AND DOCUMENT EROSION AND SEDIMENT CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND/OR WITHIN 24-HOURS OF THE END OF A RAIN EVENT THAT IS 0.5-INCHES OR GREATER, OR EQUIVALENT SNOWFALL.

SOIL EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INSTALLED PRIOR TO HYDROLOGIC DISTURBANCE OF UPLAND AREAS.

TEMPORARY ROCK CONSTRUCTION ENTRANCE(S) SHALL BE INSTALLED PRIOR TO BEGINNING TREE AND DEBRIS REMOVAL. THE ENTRANCE MUST BE MAINTAINED FOR ITS EFFECTIVENESS TO REMOVE SOIL. SILTATION FENCE SHALL BE INSTALLED AS PART OF THE TEMPORARY ROCK CONSTRUCTION ENTRANCE AND EQUIPMENT STAGING AREA MUST BE SURROUNDED BY ORANGE CONSTRUCTION FENCE. ALL ROADWAYS MUST BE KEPT CLEAN - FREE OF DIRT, MUD AND DEBRIS, AT ALL TIMES.

DISTURBED AREAS REGRADED STREAM BANKS SHOULD NOT REMAIN DISTURBED AND UNSTABILIZED FOR MORE THAN 24 HOURS. WORK AREAS MUST BE ISOLATED FROM STREAM FLOWS AT ALL TIMES. THE U.S. ARMY CORPS OF ENGINEERS & COUNTY SWCD MUST BE IN AGREEMENT WITH OVERALL METHOD OF DIVERSION / ISOLATION PRIOR TO STREAM WORK AS DISCUSSED DURING THE PRE-CONSTRUCTION MEETING.

NO SOIL IS ALLOWED TO ENTER STORM SEWER SYSTEMS. INLET PROTECTION MUST BE INSTALLED AND MAINTAINED ACCORDING TO IUM CODE 861 AND STANDARD DETAIL IUM-561C.

SOIL STOCKPILES MUST BE LOCATED SUCH TO AVOID EROSION INTO DRAINAGE WAYS/WATERWAYS. IF A STOCKPILE IS TO REMAIN IN PLACE MORE THAN SEVEN DAYS, IT MUST ADDRESSED WITH APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SUCH AS SILT FENCES OR TEMPORARILY SEEDED USING OATS (AVENA SATIVA)

TREE, SHRUB, AND DEBRIS REMOVAL

1.0 GENERAL

1.1 DESCRIPTION
A. SELECTIVE WOODY TREE, SHRUB, AND DEBRIS REMOVAL AND DISPOSAL

1.2 SUBMITTALS
A. MATERIALS: COMPLETE LIST OF ALL MATERIALS TO BE USED.
B. LICENSES: CURRENT COPY OF THE STATE OF ILLINOIS COMMERCIAL PESTICIDE APPLICATOR'S LICENSE.
C. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
D. PERMITS: CONTROLLED BURN PERMIT.

2.0 MATERIALS & PRODUCTS

2.1 MATERIALS
A. GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS
B. GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS

3.0 EXECUTION OF WORK

3.1 METHOD
A. PRESERVE ALL TREES AND SHRUBS TAGGED FOR PRESERVATION AS SHOWN ON THE PLANS.
B. REMOVE ALL TREES AND SHRUBS WITHOUT PRESERVATION TAGS AND DEAD/FALLEN TREES/SHRUBS LOCATED ON THE SLOPES AND WITHIN THE STREAM INCLUDING ANY BEAVER DAMS AND DISPOSE OF OFF-SITE.
C. REMOVAL SHOULD BE DONE BY CUTTING WITH MACHINERY AND/OR WITH HAND TOOLS INCLUDING CHAIN SAWS, CLEARING SAWS, BOW SAWS, AND LOPPERS.
D. STUMPS AND ROOT BALLS ON STREAMBANK SHALL BE REMOVE IF FEASIBLE.
E. ALL STUMPS LESS THAN 4 INCHES IN DIAMETER SHALL BE WITHIN 2 INCHES OF GROUND SURFACE.
F. ALL STUMPS GREATER THAN 4 INCHES DIAMETER SHALL BE GROUND OUT.
G. ALL CUT MATERIAL SHALL BE HAULED TO A STAGING AREA FOR TEMPORARY STOCKPILE, AND THEN DISPOSED OF OFF-SITE OR BURNED IN PILES IF ALLOWED.

3.2 INSPECTION AND ACCEPTANCE
A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF SELECTIVE WOODY BRUSH AND TREE REMOVAL, TO INSPECT AND ACCEPT WORK.

SOIL GRADING

1.0 GENERAL

1.1 DESCRIPTION
A. SOIL GRADING

SOIL SHOULD BE USED ON-SITE TO THE EXTENT PRACTICAL OR HAULED OFF SITE IF REQUIRED AT AN APPROVED FACILITY.

CONSTRUCTION DEBRIS, AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AT A LICENSED AND PERMITTED FACILITY IN ACCORDANCE WITH ALL STATE AND FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS

TOPSOIL MUST BE STOCKPILED AS SHOWN ON THE PLANS. TOPSOIL STOCKPILED FOR FUTURE USE SHOULD BE FREE OF LARGE DEBRIS AND OTHER MATERIALS NOT CONDUCIVE TO PLANT GROWTH.

ALL SOILS SHOULD BE STOCKPILED IN SEQUENCE TO MINIMIZE RE-HANDLING. SOIL SHOULD NOT BE STOCKPILED IN RESIDENTIAL YARDS, DRAINAGE WAYS, WETLANDS, ETC.

THE CONTRACTOR WILL SAVE ALL LOAD TICKETS, SCALE TICKETS AND OTHER PERTINENT DOCUMENTS, INCLUDING COPIES OF ALL PERMITS AND/OR LICENSES FOR THE PROPOSED TRANSFER STATION, CCDD SITE AND/OR LANDFILL. THE CONTRACTOR MUST NOTIFY THE OWNER WITHIN 24 HOURS OF ANY ENVIRONMENTAL COMPLAINTS, FINES, CITATIONS, VIOLATIONS OR NOTICES OF VIOLATION.

THE CONTRACTOR AGREES THAT THE AMOUNTS PROVIDED IN THE QUANTITIES SUMMARY ARE INTENDED AS A GUIDE ONLY IN DETERMINING SCOPE OF THE COMPLETED PROJECT. THE CONTRACTOR MUST DETERMINE ALL MATERIAL QUANTITIES. CHANGE ORDERS CAN ONLY BE APPROVED BY THE OWNER.

UPON COMPLETION OF SURFACE GRADING, THE CONTRACTOR MUST RE-SPREAD A 4-6 INCH LAYER OF TOPSOIL (IF APPLICABLE) ON ALL AREAS TO RECEIVE SEED OR PLANTS.

1.2 SUBMITTALS
A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
B. SUBMIT LOAD TICKETS, SCALE TICKETS AND OTHER PERTINENT DOCUMENTS AS REQUESTED BY OWNER.
C. SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

2.0 PRODUCTS

2.1 MATERIALS
A. TOPSOIL MUST BE SUITABLE ORGANIC SOIL GENERALLY OBTAINED FROM ON SITE SOURCES.

3.1 METHOD
A. THE CONTRACTOR WILL PROVIDE CONTROL AND GRADE STAKES.
B. CLEARING & GRUBBING CONSISTS OF REMOVAL AND DISPOSAL (OFF SITE) OF ITEMS SUCH AS BUT NOT LIMITED TO FENCES, WALLS, BRUSH/LOG PILES, LANDSCAPE WASTE, ETC.
C. TOPSOIL MUST CONSIST OF THE STRIPPING OF EXISTING TOPSOIL FROM EXCAVATION AREAS, TEMPORARILY STOCKPILED PER PLANS, AND TOPSOIL PLACEMENT AS SHOWN ON THE PLANS. THE CONTACTOR WILL DISPOSE OF TOPSOIL THAT IS NOT SUITABLE AS PART OF WORK.
D. EXCAVATION WILL CONSIST OF EXCAVATION OF MATERIALS LYING BELOW THE TOPSOIL LAYER AND INCLUDE CUT AND FILL. THE CONTACTOR WILL DISPOSE OF FILL THAT IS NOT SUITABLE AS PART OF WORK.

3.2 INSPECTION
A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF SOIL GRADING TO INSPECT AND ACCEPT WORK.

STONE TOE PROTECTION, STREAMBED ROCK & RIFFLE CONSTRUCTION

1.0 GENERAL

1.1 DESCRIPTION
A. INSTALLATION OF STONE TOE PROTECTION, STREAMBED ROCK, & RIFFLES (CROSS VANES, J-HOOKS, LOOSE STONE)

1.2 SUBMITTALS
A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
B. ROCK USED FOR CONSTRUCTION OF STONE TOE PROTECTION, STREAMBED, RIFFLES (CROSS VANES, J-HOOKS, LOOSE STONE), SHOULD GENERALLY BE OBTAINED OFFSITE.
C. SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

2.0 PRODUCTS

2.1 MATERIALS
A. ROCK FOR STONE TOE PROTECTION, STREAMBED, RIFFLES (CROSS VANES, J-HOOKS, LOOSE STONE) SHALL BE QUALITY DESIGNATION "A" STONE OR NATURAL STONE AS DEPICTED ON PLANS.
B. RIPRAP OR NATURAL STONE SIZE IS DEPICTED ON THE PLANS.

3.0 EXECUTION OF WORK

3.1 STONE TOE PROTECTION
A. PRIOR TO INSTALLATION, SLOPES SHOULD BE FREE OF BRUSH, LARGE ROCKS, LARGE SOIL CLUMPS, TREE STUMPS, AND OTHER MATERIALS.
B. 4 INCHES OF ROCK BEDDING USING 3-INCH AGGREGATE MUST BE PLACED BENEATH THE RIP-RAP LAYER.
C. RIP-RAP OR NATURAL STONE MUST BE PLACED ON THE PREPARED SLOPE AND AGGREGATE BASE WITH MINIMUM VOIDS.

3.2 STREAM BED CONSTRUCTION
A. PRIOR TO INSTALLATION OF STREAMBED STONE, STREAM CHANNEL SUBGRADE MUST BE FREE OF DEBRIS AND OTHER MATERIALS.
B. 4 INCHES OF ROCK BEDDING USING 3-INCH AGGREGATE MUST BE PLACED ON PREPARED STREAM BOTTOM IF SHOWN ON THE PLANS.

3.3 RIFFLES (CROSS VANES, J-HOOKS, LOOSE STONE)
A. PRIOR TO INSTALLATION RIFFLES (CROSS VANES, J-HOOKS, LOOSE STONE), CHANNEL BOTTOM MUST BE FREE OF DEBRIS AND OTHER MATERIALS.
B. 4 INCHES OF ROCK BEDDING USING 3-INCH AGGREGATE MUST BE PLACED UNDER RIFFLES AS SHON ON PLANS.
C. RIPRAP OR NATURAL STONE SIZE IS DEPICTED ON THE PLANS.

3.3 INSPECTION
A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF STREAMBANK AND CHANNEL WORK PLANITNG TO INSPECT AND ACCEPT WORK.

4.0 PERFORMANCE STANDARDS
A. STONE TOE, STREAMBED, AND RIFFLE STRUCTURES SHALL REMAIN IN PLACE FOR ONE FULL YEAR AFTER INSTALLATION.

SOIL PREPARATION FOR NATIVE SEEDING

1.0 GENERAL

1.1 DESCRIPTION
A. PREPARATION OF SOIL PRIOR TO NATIVE SEEDING.

1.2 SUBMITTALS
A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.

2.0 MATERIALS AND PRODUCTS

2.1 MATERIALS
A. GLYPHOSATE OR EQUIVALENT USE IN AREAS WITHOUT STANDING WATER
B. GLYPHOSATE OR EQUIVALENT IN A FORM APPROVED FOR AQUATIC APPLICATIONS IN AREAS WITH STANDING WATER OR SATURATED SOILS
C. GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS
D. GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS
E. OTHER PRODUCTS SUCH AS GRASS-SPECIFIC HERBICIDES MAY BE PROPOSED

3.0 EXECUTION OF WORK

3.1 METHOD
A. AREAS NOT REGRADED SHALL BE HERBICIDED TWICE (2x) DURING THE GROWING SEASON AND LIGHTLY DISCED/TILLED ONCE (1x) BETWEEN HERBICIDE TREATMENTS UNTIL NEAR 100% OF VEGETATION IS DEAD.
B. AREAS THAT ARE REGRADED DO NOT NEED ADDITIONAL PREPARATION PRIOR TO SEEDING.
C. AREAS WITH STANDING WATER OR SATURATED SOILS SHALL BE HERBICIDED SO THAT NEAR 100% OF VEGETATION IS DEAD.
D. NO SEEDING SHALL BE DONE SOONER THAN 2 WEEKS AFTER THE LAST HERBICIDE TREATMENT.
E. ALL FOREIGN MATTER AND SOIL CLUMPS LARGER THAN FOUR INCHES IN ANY DIMENSION SHALL BE REMOVED.
F. SEEDING AREAS SHALL STABLIZED WITH EROSION CONTROL MEASURES PER THE PLANS WITHIN 24 HOURS OF SEEDING.

3.2 INSPECTION AND ACCEPTANCE
A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF SOIL PREPARATION TO INSPECT AND ACCEPT WORK.



**DIXIE CREEK REACH 5 AT
BRAEWOOD LIFT STATION
CONCEPT RESTORATION PLAN**

ALGONQUIN, ILLINOIS

**SHEET TITLE
SPECIFICATIONS**

**SHEET NUMBER
8**

NATIVE SEEDING

1.0 GENERAL

- 1.1 DESCRIPTION
 - A. INSTALLATION OF NATIVE SEED.
- 1.2 SUBMITTALS
 - A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
 - B. MATERIALS: LIST OF ALL NURSERY PULL SHEET INFORMATION. SUBSTITUTIONS MADE TO THE ORIGINAL SEED LISTS SHALL BE APPROVED BY OWNER.
 - C. SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

2.0 PRODUCTS

- 2.1 MATERIALS
 - A. SEED SHALL BE FROM WITHIN A 250-MILE RADIUS OF THE PROJECT SITE.
 - B. NATIVE SEED MIXTURES AND QUANTITIES: SEE PLAN

3.0 EXECUTION OF WORK

- 3.1 METHOD
 - A. SEEDING SHOULD BE CONDUCTED IN SPRING AS SOON AS THE SOIL IS IN A WORKABLE CONDITION BUT NO LATER THAN JUNE 30 OR AS A FALL/WINTER DORMANT SEEDING AFTER NOVEMBER 1ST.
 - B. SEED SHOULD BE INSTALLED WITH A DRILL OR NO-TILL SEEDER OR BROADCAST BY HAND OR SPREADER INTO A LIGHTLY SCARIFIED SOIL SURFACE.
 - C. SEEDING SHALL NOT OCCUR WITHIN TWO WEEKS OF AREAS TREATED WITH HERBICIDE.
 - D. SPECIFIED EROSION CONTROL MEASURES SHALL BE INSTALLED WITHIN 24 HOURS OF SEEDING.
- 3.2 INSPECTION
 - A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF SEEDING TO INSPECT AND ACCEPT WORK.

4.0 PERFORMANCE STANDARDS

- A. SEEDED AREAS WILL MEET OR EXCEED 80% TOTAL (AERIAL) PLANT COVER WITH AT LEAST 60% RELATIVE COVER BY SEEDED SPECIES IN EACH PLANT COMMUNITY ZONE. NON-NATIVE AND/OR INVASIVE NATIVE SPECIES COLLECTIVELY WILL NOT BE GREATER THAN 30% RELATIVE COVER IN EACH PLANT COMMUNITY ZONE. INVASIVE/NON-NATIVE SHRUB AND TREE RESPROUTS WILL NOT EXCEED 5% OF ANY PLANT COMMUNITY ZONE.
- B. IF SEEDED AREAS FAIL TO MEET THE PERFORMANCE STANDARD THE CONTRACTOR WILL REMEDIATE AS AGREED UPON BY THE OWNER. NOTE THAT CONTRACTOR IS NOT REQUIRED TO PERFORM REMEDIAL SEEDING/PLANTING FOR A MINIMUM OF ONE GROWING SEASON.

NATIVE TREE PLANTING

1.0 GENERAL

- 1.1 DESCRIPTION
 - A. PLANTING OF NATIVE TREES
- 1.2 SUBMITTALS
 - A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
 - B. MATERIALS: LIST OF ALL NURSERY PULL SHEET INFORMATION. SUBSTITUTIONS MADE TO THE ORIGINAL SEED LISTS SHALL BE APPROVED BY OWNER.
 - C. SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

2.0 PRODUCTS

- 2.1 MATERIALS
 - A. TREES MUST BE FROM WITHIN A 250-MILE RADIUS OF THE PROJECT SITE AND TRUE TO THEIR SCIENTIFIC NAME.
 - B. ALL NATIVE TREES MUST MEET ANSI STANDARDS FOR NURSERY STOCK.
 - C. NATIVE TREES MUST BE EITHER BALLED AND BURLAPPED (B&B) OR CONTAINER GROWN.
 - D. SPECIES SHALL BE TRUE TO THEIR SCIENTIFIC NAME AS SPECIFIED.
 - E. TREES SHALL BE INSTALLED PER THE TREE DETAILS IN THE PLAN. STAKING OF B&B TREES AND SHRUBS SHOULD ONLY BE DONE UPON APPROVAL OF THE OWNER.
 - F. NATIVE TREE LISTS & QUANTITIES: SEE PLAN

3.0 EXECUTION OF WORK

- 3.1 METHOD
 - A. TREE PLANTING SHOULD BE DONE BETWEEN MARCH 31 AND JUNE 15, OR BETWEEN OCTOBER 1 AND DECEMBER 1.
 - B. IDENTIFICATION TAGS SHOULD REMAIN ON EACH TREE AND SHRUB UNTIL APPROVAL.
 - C. DIG A HOLE 3 x THE WIDTH OF THE ROOT BALL. SET THE TREE AND FILL HOLE 2/3 WITH SOIL. PULL BURLAP DOWN 2/3 AND/OR CUT DOWN WIRE BASKET A MINIMUM OF 8" FROM TOP. FILL HOLE WITH REMAINING SOIL AND MOUND SOIL 4 INCHES HIGH AROUND EDGES OF HOLE. APPLY 2-3 INCHES OF MULCH, STAYING A MINIMUM OF 2 INCHES FROM THE TRUNK ON ALL SIDES. WATER THOROUGHLY AFTER PLANTING.
- 3.2 INSPECTION
 - A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF TREE PLANTING TO INSPECT AND ACCEPT WORK.

4.0 PERFORMANCE STANDARDS

- NATIVE TREE PLANTING
 - PLANTED TREES WILL MEET OR EXCEED 90% SURVIVORSHIP OF ALL PLANTED TREES AFTER ONE YEAR FOLLOWING INSTALLATION. THE CONTRACTOR IS REQUIRED TO INSTALL ADDITIONAL PLANTS AS SPECIFIED BY THE OWNER IF 90% SURVIVORSHIP IS NOT ACHIEVED.

SLOPE PROTECTION INSTALLATION

1.0 GENERAL

- 1.1 DESCRIPTION
 - A. INSTALLATION OF GEOTEXTILE MATERIAL (EROSION CONTROL BLANKET) AND/OR STRAW MULCH.
- 1.2 SUBMITTALS
 - A. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
 - B. MATERIALS: LIST OF ALL EROSION CONTROL BLANKET AND/OR STRAW MULCH TO BE USED.
 - C. SUBMIT RECORD DRAWINGS THAT SHOW IN RED INK ANY FIELD CHANGES FROM THE ORIGINAL PLANS.

2.0 PRODUCTS

- 2.1 MATERIALS
 - A. GEOTEXTILE SURFACE NETTING (EROSION CONTROL BLANKET) SHALL BE NORTH AMERICAN GREEN (NAG) S150BN, SC150BN, DS75, AND/OR S75BN OR EQUIVALENT AS SHOWN ON THE PLANS.
 - B. STRAW MULCH WILL BE WEED FREE AND APPLIED AT 1-2 TONS/ACRE (PER PLAN) AND CRIMPED.

3.0 EXECUTION OF WORK

- 3.1 SLOPES AND BARE SOIL AREAS
 - A. WITHIN 24 HOURS OF SEEDING, COVER EXPOSED AREAS WITH GEOTEXTILE SURFACE NETTING (EROSION CONTROL BLANKET) PER MANUFACTURERS SPECIFICATIONS.
 - B. STRAW MULCH SHOULD BE APPLIED PER INDUSTRY STANDARDS AT A RATE OF 1-2 TONS/ACRE (PER PLAN) AND CRIMPED IN.
- 3.2 INSPECTION
 - A. THE CONTRACTOR WILL MEET WITH THE OWNER AFTER COMPLETION OF EROSION CONTROL BLANKET AND STRAW MULCH WORK TO INSPECT AND ACCEPT WORK.

MANAGEMENT-MONITORING-REPORTING OF NATIVE PLANTINGS & STREAM STRUCTURES

1.0 GENERAL

- 1.1 DESCRIPTION
 - A. THREE YEAR (ONE YEAR FOR STREAM STRUCTURES) M&M SCHEDULE & PERFORMANCE STANDARDS FOR NATIVE PLANT COMMUNITIES AND STREAM STRUCTURES.
- 1.2 SUBMITTALS
 - A. MATERIALS: COMPLETE LIST OF ALL MATERIALS TO BE USED.
 - B. LICENSES: CURRENT COPY OF THE STATE OF ILLINOIS COMMERCIAL PESTICIDE APPLICATOR'S LICENSE.
 - C. EQUIPMENT: LIST OF EQUIPMENT INTENDED TO BE USED.
 - D. PERMITS: CONTROLLED BURN PERMIT.
 - E. ANNUAL MONITORING REPORT SUMMARIZING MANAGEMENT ACTIVITIES/PERFORMANCE STANDARD ASSESSMENTS, ETC.]

2.0 MATERIALS & PRODUCTS

- 2.1 MATERIALS
 - A. GLYPHOSATE OR EQUIVALENT USE IN AREAS WITHOUT STANDING WATER
 - B. GLYPHOSATE OR EQUIVALENT IN A FORM APPROVED FOR AQUATIC APPLICATIONS IN AREAS WITH STANDING WATER OR SATURATED SOILS
 - C. GARLON 4 OR EQUIVALENT USE FOR WOODY BASAL APPLICATIONS
 - D. GARLON 3 OR EQUIVALENT USE FOR FOLIAR APPLICATIONS

3.0 EXECUTION OF WORK

- 3.1 HERBICIDE APPLICATION
 - A. REMOVE NON-NATIVE SPECIES AND PRESERVE NATIVE SPECIES PER THE PLAN.
 - B. HERBICIDE APPLICATION IS MOST EFFECTIVE WHEN DONE DURING EARLY FLOWERING.
- 3.2 MOWING
 - A. MOW NATIVE AREAS TO A HEIGHT OF 6-12 INCHES AFTER PLANTS IN SAID AREAS BEFORE NON-NATIVE TARGET SPECIES GO TO SEED WHICH MAY BE REQUIRED MULTIPLE TIMES DURING GROWING SEASONS 1 AND 2.
- 3.3 PRESCRIBED BURNING
 - A. PERFORM PRESCRIBED BURN SHALL BE CONDUCTED IN THE FALL (NOVEMBER-DECEMBER) OF THE THIRD GROWING SEASON OR SPRING (MID MARCH-APRIL) OF THE FOURTH GROWING SEASON. PRESCRIBED BURNS MUST BE PERFORMED BY A QUALIFIED AND CERTIFIED CONTRACTOR.

4.0 PERFORMANCE STANDARDS

- A. CONTRACTOR SHALL SCHEDULE INSPECTION WITH THE OWNER TO REVIEW COMPLETED WORK. M&M IS COMPLETE AFTER THE CONTRACTOR MEETS ALL PERFORMANCE STANDARDS. PERFORMANCE STANDARDS WILL BE DOCUMENTED FOR THREE GROWING SEASONS (PLANTINGS) AND ONE FULL GROWING SEASON (STREAM STRUCTURES) AS OUTLINED BELOW.

MONITORING:

- MONITORING OF ALL PLANT COMMUNITIES AND STREAM STABILIZATION STRUCTURES WILL BE CONDUCTED BIANNUALLY FOR THREE FULL GROWING SEASONS; ONE SEASON FOR STREAM STRUCTURES. SITE VISITS SHOULD BE CONDUCTED BETWEEN MAY AND SEPTEMBER.
- MONITORING VISITS SHOULD BE PERFORMED BY A PERSON ABLE TO IDENTIFY PLANTS AND DETERMINE NEEDED MANAGEMENT.
- VEGETATION MONITORING CAN BE CONDUCTED VIA A "MEANDER SEARCH" METHOD TO GENERALLY ASSESS PERFORMANCE STANDARDS. NOTE THAT FLORISTIC QUALITY CALCULATIONS (MEAN C & FQI) ARE NOT REQUIRED.
- PHOTOGRAPHS OF THE SITE WILL DOCUMENT ANNUAL CONDITIONS.

REPORTING:

- AN ANNUAL LETTER REPORT WILL BE PREPARED AND SUBMITTED TO THE OWNER AT THE END OF EACH GROWING SEASON AND NOT LATER THAN DECEMBER 31.
- THE REPORT WILL IDENTIFY MANAGEMENT TASK COMPLETED FOR THE YEAR AND RECOMMEND TASKS FOR FOLLOWING YEARS.
- THE REPORT WILL ADDRESSES PERFORMANCE STANDARDS FOR THE YEAR.
- SITE PHOTOGRAPHS WILL BE INCLUDED IN THE REPORT.

PERFORMANCE STANDARDS:

NATIVE SEEDING

- SEEDED AREAS WILL MEET OR EXCEED 80% TOTAL (AERIAL) PLANT COVER WITH AT LEAST 60% RELATIVE COVER BY SEEDED SPECIES IN EACH PLANT COMMUNITY ZONE. NON-NATIVE AND/OR INVASIVE NATIVE SPECIES COLLECTIVELY WILL NOT BE GREATER THAN 30% RELATIVE COVER IN EACH PLANT COMMUNITY ZONE. INVASIVE/NON-NATIVE SHRUB AND TREE RESPROUTS WILL NOT EXCEED 5% OF ANY PLANT COMMUNITY ZONE.

NATIVE TREE PLANTING

- INSTALLED TREES WILL MEET OR EXCEED 90% SURVIVORSHIP AFTER ONE FULL YEAR. IF MORE THAN 10% OF INSTALLED TREES TO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR IS REQUIRED TO REPLANT ADDITIONAL TREES AS SPECIFIED BY THE OWNER IF 90% SURVIVORSHIP IS NOT ACHIEVED.

STREAM STRUCTURES

- CONTRACTOR WILL GUARANTEE ALL IN-STREAM AND BANK STRUCTURES REMAIN IN PLACE ONE FULL YEAR AFTER PROJECT COMPLETION.



**DIXIE CREEK REACH 5 AT
 BRAEWOOD LIFT STATION
 CONCEPT RESTORATION PLAN**

ALGONQUIN, ILLINOIS

SHEET TITLE
 SPECIFICATIONS

SHEET NUMBER

Insurance Requirements – Vendor/Services

Required Insurance:

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

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

VOA: _____

_____:

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

General Insurance Provisions

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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: December 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Synagro Contract Amendment

In July 2023, the Village approved a contract with Syangro for the hauling of biosolids from the Wastewater Treatment Plant. At the time of the contract renewal, a new law was being considered that would require prevailing wage laws be extended to hauling of spoils. Since the law was only being considered at the time, the contract was executed at non-prevailing wage rates. That law has since been passed and will become effective January 1, 2024. As a result of this new law, rates need to be adjusted in order to be compliant. The new rate will go from \$25.81 to \$36.39 per cubic yard, effective January 1, 2024. All other terms and conditions will remain the same in this current contract that expires May 31, 2025.

For this fiscal year 2023-2024, we budgeted a total of \$134,000.00 in account 07800400-42262 (Sludge Removal) with a remaining balance of \$88,235.50 to date. We anticipate another 1,300 cubic yards will need to be hauled out before the end of this fiscal year costing approximately \$47,307.00. The fiscal year 2024-2025 Budget will reflect the cost increase required by state law.

December 6, 2023

Jason Schutz
Thomas Hall
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

RE: Load, Transport and Land Application of Biosolids

Mr. Schutz & Mr. Hall

Synagro is pleased to submit this proposal for the loading, transportation, and land application of biosolids for the Village of Algonquin, Illinois. This pricing reflects the new Illinois law affecting prevailing wage (pw) and transportation of biosolids, effective January 1, 2024. As a result of this new law, Synagro must adjust our rates in order to be legally compliant.

Price:

Load, Transport and Land Application Biosolids.....\$36.39 per cubic yard

Notes:

Price effective 1/1/24, all other terms and conditions would remain the same.

The current contract expires 5/31/25.

Fuel Surcharge remains in-place and unchanged.

Village of Algonquin will need to draft an amendment to the existing contract.



Our proposal is delivered in good faith, and we are prepared to enter a mutually acceptable contract. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion. Pricing valid for 30 days and may vary until the final scope is determined and the contract is signed.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our services. Should you have any questions, please contact me.

Sincerely,

Will Walker

Will Walker

Synagro Area Sales Manager

Cell: 224-242-0666

Email: wwalker@synagro.com



AN ACT concerning employment.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Prevailing Wage Act is amended by changing Section 2 as follows:

(820 ILCS 130/2) (from Ch. 48, par. 39s-2)

Sec. 2. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

As used in this Act, unless the context indicates otherwise:

"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. "Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions, including but not limited to: bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance

Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act; loans or other funds made available pursuant to the Build Illinois Act; loans or other funds made available pursuant to the Riverfront Development Fund under Section 10-15 of the River Edge Redevelopment Zone Act; or funds from the Fund for Illinois' Future under Section 6z-47 of the State Finance Act, funds for school construction under Section 5 of the General Obligation Bond Act, funds authorized under Section 3 of the School Construction Bond Act, funds for school infrastructure under Section 6z-45 of the State Finance Act, and funds for transportation purposes under Section 4 of the General Obligation Bond Act. "Public works" also includes (i) all projects financed in whole or in part with funds from the Environmental Protection Agency under the Illinois Renewable Fuels Development Program Act for which there is no project labor agreement; (ii) all work performed pursuant to a public private agreement under the Public Private Agreements for the Illiana Expressway Act or the Public-Private Agreements for the South Suburban Airport Act; (iii) all projects undertaken under a public-private agreement under the Public-Private Partnerships for Transportation Act; and (iv) all transportation facilities undertaken under a design-build contract or a Construction Manager/General Contractor contract under the Innovations for Transportation Infrastructure Act. "Public works" also includes all projects at leased facility property used for airport purposes under

Section 35 of the Local Government Facility Lease Act. "Public works" also includes the construction of a new wind power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E) and the construction of a new utility-scale solar power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E-5) of the Illinois Enterprise Zone Act. "Public works" also includes electric vehicle charging station projects financed pursuant to the Electric Vehicle Act and renewable energy projects required to pay the prevailing wage pursuant to the Illinois Power Agency Act. "Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" also includes construction projects performed by a third party contracted by any public utility, as described in subsection (a) of Section 2.1, in public rights-of-way, as defined in Section 21-201 of the Public Utilities Act, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" also includes construction projects that exceed 15 aggregate miles of new fiber optic cable, performed by a third party contracted by any public utility, as described in subsection (b) of Section 2.1, in public rights-of-way, as defined in Section 21-201 of the Public Utilities Act, whether or not done under public supervision or direction, or paid for wholly or in part out of

public funds. "Public works" also includes any corrective action performed pursuant to Title XVI of the Environmental Protection Act for which payment from the Underground Storage Tank Fund is requested. "Public works" also includes the removal, hauling, and transportation of biosolids, lime sludge, and lime residue from a water treatment plant or facility and the disposal of biosolids, lime sludge, and lime residue removed from a water treatment plant or facility at a landfill. "Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public works" does not include work performed for soil and water conservation purposes on agricultural lands, whether or not done under public supervision or paid for wholly or in part out of public funds, done directly by an owner or person who has legal control of those lands.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

"Locality" means the county where the physical work upon public works is performed, except (1) that if there is not available in the county a sufficient number of competent skilled laborers, workers and mechanics to construct the public works efficiently and properly, "locality" includes any other county nearest the one in which the work or construction

is to be performed and from which such persons may be obtained in sufficient numbers to perform the work and (2) that, with respect to contracts for highway work with the Department of Transportation of this State, "locality" may at the discretion of the Secretary of the Department of Transportation be construed to include two or more adjacent counties from which workers may be accessible for work on such construction.

"Public body" means the State or any officer, board or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public funds, and includes every county, city, town, village, township, school district, irrigation, utility, reclamation improvement or other district and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates under a special charter or not.

"Labor organization" means an organization that is the exclusive representative of an employer's employees recognized or certified pursuant to the National Labor Relations Act.

The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in

Public Act 103-0327

HB2845 Enrolled

LRB103 26346 SPS 52707 b

which the work is being performed, to employees engaged in work of a similar character on public works.

(Source: P.A. 102-9, eff. 1-1-22; 102-444, eff. 8-20-21; 102-673, eff. 11-30-21; 102-813, eff. 5-13-22; 102-1094, eff. 6-15-22.)



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 12, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Plat of Public Utility Easement Revision for Lot 75 – Grand Reserve Subdivision

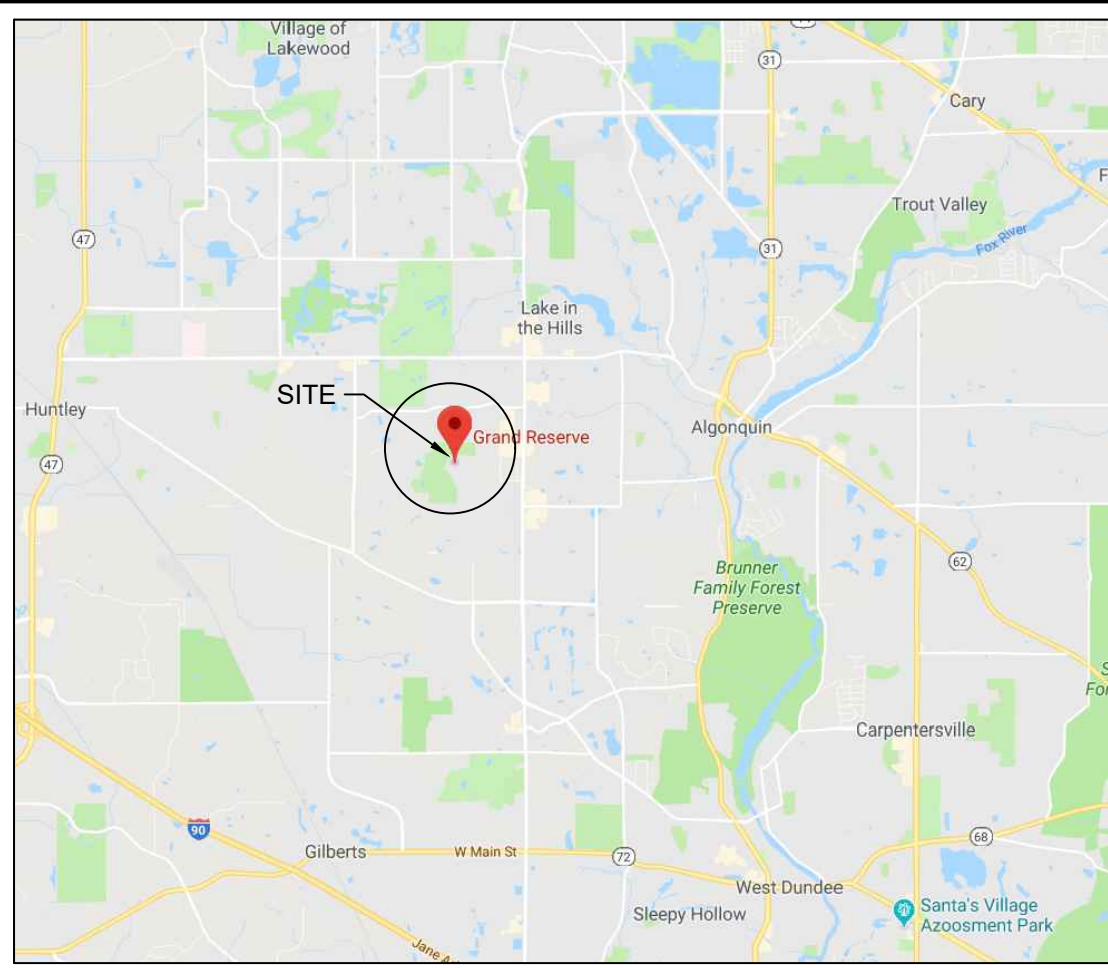
The original easement plat, dating back to 2004, for Grand Reserve Subdivision included a blanket drainage easement covering the south portion of the site, including the current location of Lot 75. The redevelopment project with Forestar replaced townhomes with single-family lots, leading to the vacation of the blanket drainage easements as documented in 2004R0055483. In 2021, new rear, side, and front yard public utility easements were recorded with McHenry County during the subsequent redevelopment of the Grand Reserve Subdivision.

Within the boundaries of Lot 75 at 2901 Harnish Drive, there exists a 24-inch storm sewer responsible for conveying storm runoff from the east side of the subdivision to a 36-inch pipe, ultimately reaching the existing detention pond along the west end of the subdivision. Notably, this storm pipe lies outside the revised side and front yard utility easements. The proposed plat introduces a triangular-shaped public utility easement at the northwest corner of Lot 75, designated for access and future maintenance of the storm sewer pipe. Staff has reviewed the easement limits, affirming its adequacy for future maintenance requirements.

Village Board approval and sign-off are required to proceed with the official recording of the attached plat at the McHenry County Recorder's Office. Staff recommends that the Committee of the Whole advances this item for approval of the revised Plat of Easement for Lot 75 in the Grand Reserve Subdivision.

**PLAT OF EASEMENT
FOR LOT 75 IN
GRAND RESERVE - ALGONQUIN, IL
PUBLIC UTILITY EASEMENT**

PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

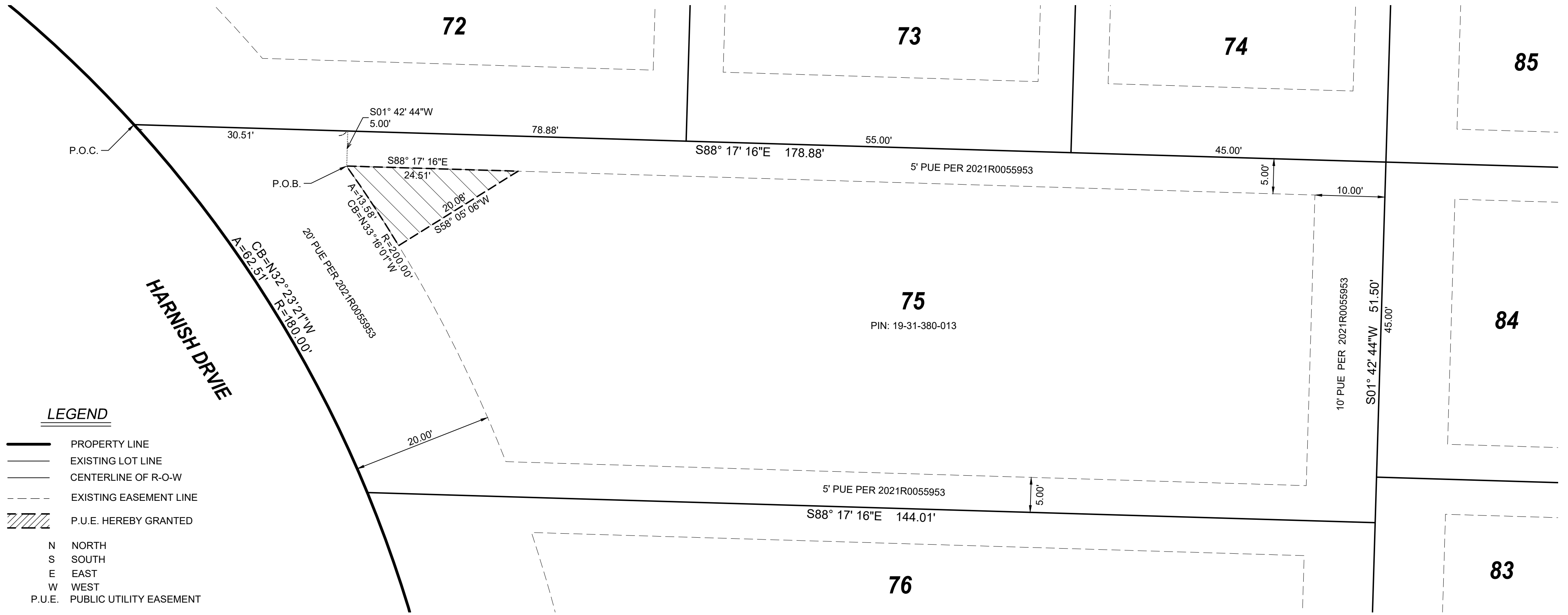
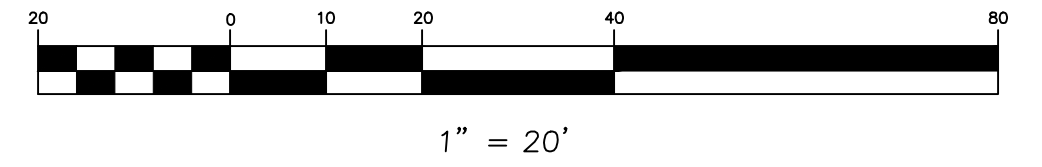


VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

ASSUMED THE NORTH LINE OF THE SW 1/4 OF SECTION
31-43-8 TO BE: S 89°47'47" E
CONVERSION TO BEARINGS PER RECORDED PLAT,
DOC. NO. 2004R0049463 IS: 0°44'36"

GRAPHIC SCALE



LEGEND

- PROPERTY LINE
- EXISTING LOT LINE
- CENTERLINE OF R-O-W
- EXISTING EASEMENT LINE
- P.U.E. HEREBY GRANTED
- N NORTH
- S SOUTH
- E EAST
- W WEST
- P.U.E. PUBLIC UTILITY EASEMENT

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED ON THE ATTACHED PLAT, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME ON THE STYLE AND TITLE THEREON INDICATED.

SIGNATURE _____

TITLE _____

ADDRESS _____

DATED THIS _____ DAY OF _____, 20____.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLATS AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MORTGAGEE CERTIFICATE

THE UNDERSIGNED, AS MORTGAGEE, UNDER THAT CERTAIN MORTGAGE, DATED _____ AND RECORDED ON _____ AS DOCUMENT NUMBER _____ WITH THE LAKE COUNTY RECORDER OF DEEDS, DOES HEREBY CONSENT TO AND APPROVE THE GRANTING OF THE EASEMENTS DEPICTED HEREON.

FOR: _____

BY: _____

ITS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ THE _____ OF _____ PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT, AND THE FREE AND VOLUNTARY ACT OF THE BANK, FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McHENRY & KANE) SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS

THIS _____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

VILLAGE CLERK _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McHENRY) SS

I, _____, COUNTY CLERK OF McHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL IN WOODSTOCK, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McHENRY) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF McHENRY COUNTY, ILLINOIS, THIS

_____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M. AND RECORDED IN MAP BOOK _____.

PAGE _____ AS DOCUMENT NUMBER _____.

McHENRY COUNTY RECORDER _____

VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENTS" AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS "UTILITY EASEMENTS". SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON GRANTOR'S SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEM OF THE VILLAGE OF ALGONQUIN EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WAIVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OBSTRUCTIONS PLACED ON OR OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE EASEMENT PROPERTY WILL BE SUBORDINATE TO THIS EASEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEY'S FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ANY APPEAL.

LEGAL DESCRIPTION

THAT PART OF LOT 75 IN GRAND RESERVE RESUBDIVISION, BEING A PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 14, 2021 AS DOCUMENT NUMBER 2021R0055953, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 12, 2022AS DOCUMENT NUMBER 2022R0001724, DESCRIBED AS FOLLOWS:

COMMENTING AT THE NORTHWEST CORNER OF SAID LOT 75; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 75, 30.51 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 44 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG A LINE 5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 75, 24.51 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, 20.08 FEET; THENCE ALONG THE ARC OF A CURVE 20 EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 75, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 33 DEGREES 16 MINUTES 01 SECONDS, AN ARC LENGTH OF 13.58 FEET TO THE POINT OF BEGINNING, CONTAINING 135 SQUARE FEET, MORE OR LESS, IN MCHENRY COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, EDWARD J. MURRAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF NOVEMBER, A.D., 2023.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
emurray@v3co.com



PREPARED BY:

V3 COMPANIES, LTD.
7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517
630 724 9200

RETURN TO:

FORESTAR
750 BUNKER COURT - SUITE 500
VERNON HILLS, IL 60061
847-984-4891

Engineers
Scientists
Surveyors

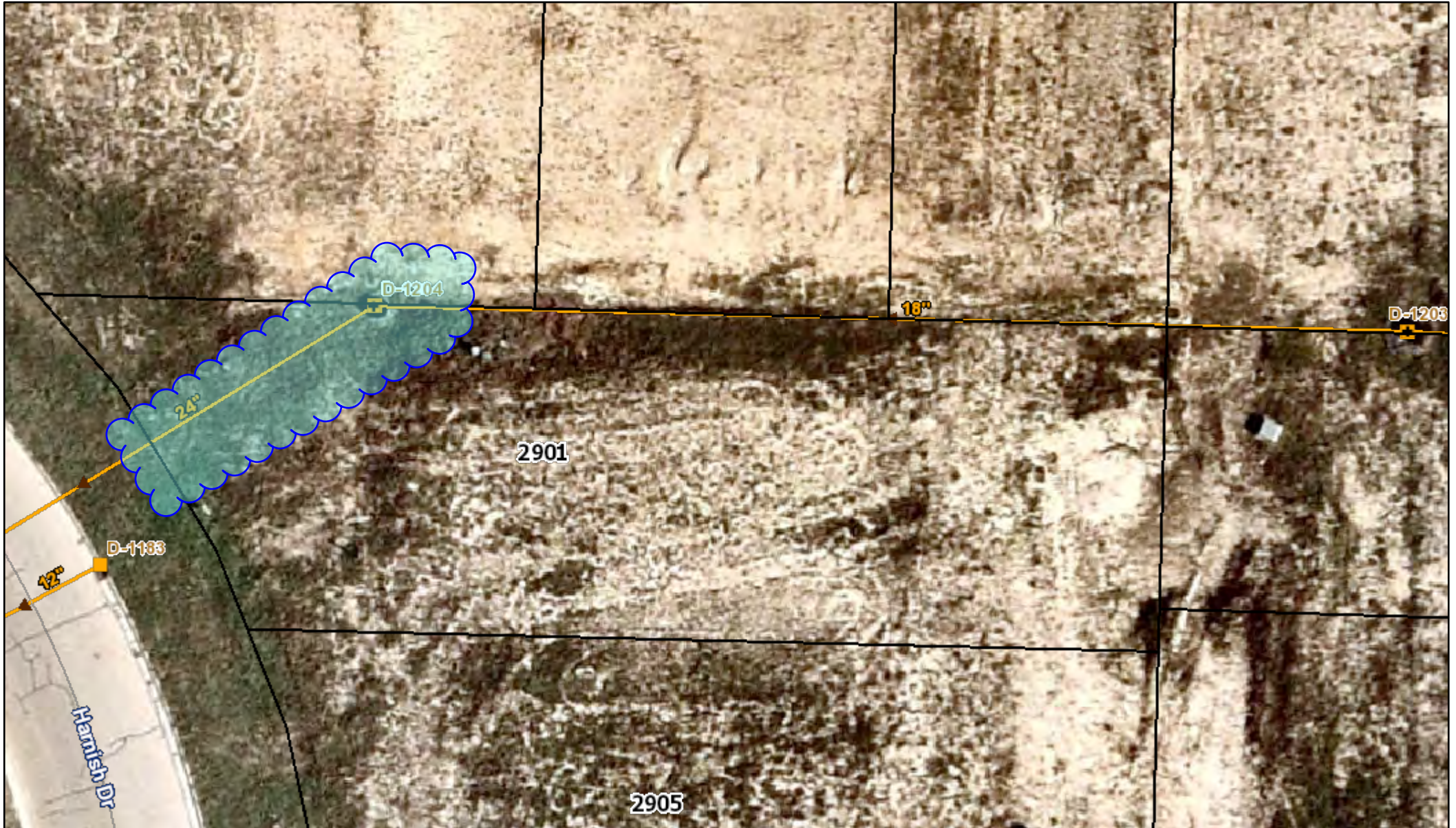
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
FORESTAR
14755 Preston Road - Suite 710
Dallas, TX 75254
810-623-8935

REVISIONS		
NO.	DATE	DESCRIPTION
1	11/30/23	REVISED PER CLIENT COMMENT

PLAT OF EASEMENT FOR LOT 75				Project No: 19437.FS
PUBLIC UTILITY EASEMENT, GRAND RESERVE - ALGONQUIN, IL				Group No: VL09.4
DRAFTING COMPLETED:	11/13/23	DRAWN BY: EJM	PROJECT MANAGER: EJM	SHEET NO.
FIELD WORK COMPLETED:	N/A	CHECKED BY: EJM	SCALE: 1" = 20'	1 of 1

Algonquin Map - Lot 75 Storm Sewer Pipe



12/7/2023, 12:28:45 PM

- | | | | |
|-------------------------|----------------------------|-----------------------------------|-------------------|
| Storm Structures | Storm Gravity Mains | Boundaries - Village Limit | Address |
| ● <all other values> | ➤ Active | --- Boundaries - Village Limit | ● Liens |
| ⊕ Catch Basin | ➤ Inactive | ▭ Tax Parcels | ● Municipal Court |
| ■ Inlet | — Road Centerlines | — Waterlines | |
| ● Manhole | ▭ Not in Village | ▭ Building Floor Plans | |

