

**Village of Algonquin
Village Board Meeting
March 5, 2024
7:30 p.m.
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

1. CALL TO ORDER

2. ROLL CALL – ESTABLISH A QUORUM

3. PLEDGE TO FLAG

4. ADOPT AGENDA

5. AUDIENCE PARTICIPATION

(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)

6. CONSENT AGENDA/APPROVAL:

All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.

1. APPROVE MEETING MINUTES

- (1) Village Board Meeting Held February 20, 2024
- (2) Committee of the Whole Meeting Held February 20, 2024
- (3) Committee of the Whole & Planning & Zoning Commission Special Meeting Held February 27, 2024
- (4) Committee of the Whole Special Meeting Held February 27, 2024
- (5) Executive Session Minutes of January 2, 2024

7. OMNIBUS AGENDA/APPROVAL:

The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)

1. PASS ORDINANCES:

- (1) Pass an Ordinance Declaring Certain Vehicles Surplus

2. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution Accepting and Approving an Amendment to the Agreement with HR Green for the Woods Creek Reach 6&7 Stream Restoration Project Including Wetland C and Increasing the Amount by \$15,981.00 Totaling \$135,689.00
- (2) Adopt a Resolution Accepting and Approving an Agreement with Spring Green for the 2024 Weed Control Services in the Amount of \$28,901.39
- (3) Adopt a Resolution Accepting and Approving an Agreement with RES for the 2024 Natural Area Maintenance in the Amount of \$76,900.00
- (4) Adopt a Resolution Accepting and Approving an Agreement with AT&T for the Dry Utility Relocation Project for Harrison, Washington and Jefferson Streets in the Amount of \$396,319.73
- (5) Adopt a Resolution Accepting and Approving an Agreement with Bulley & Andrews Masonry Restoration for the Mineral Springs Restoration Project in the Amount of \$102,773.00
- (6) Adopt a Resolution Accepting and Approving the 2024 MFT Material and Maintenance Item Expenditures in the Amount of \$1,764,460.00
- (7) Adopt a Resolution Accepting and Approving an Agreement with Advanced Security Technologies for the Purchase of the Modular Vehicle Barrier 3X System in the Amount of \$151,859.00

8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA

9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER

1. List of Bills Dated March 5, 2024 totaling \$1,799,134.81

10. COMMITTEE OF THE WHOLE:

1. COMMUNITY DEVELOPMENT

2. GENERAL ADMINISTRATION

A. Approve the 2024 Lunch Concert Series:

- 1) Scribble Monster at Stoneybrook Park on June 12 from 11am-12pm
- 2) Nanny Nikki at Hill Climb Park on July 10 from 11am-12pm
- 3) Super Stolie at Snapper Field on August 7 from 11am-12pm

B. Approve the National Night Out Event on August 6th from 6pm-9pm and allow the closing of Main Street from 2pm to 9pm

C. Approve the Daytime Egg Hunt Event on Saturday, March 23 at Algonquin Lakes Park Beginning at 10:00am

D. Approve the Touch-a-Truck Event on Saturday, May, 4 from 10am-1pm at the Public Works Facility, 110 Mitchard Way, and Authorize Food Vendors to Sell Food and Drink Product During the Event

3. PUBLIC WORKS & SAFETY

11. VILLAGE CLERK'S REPORT

12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED

13. CORRESPONDENCE

14. OLD BUSINESS

15. EXECUTIVE SESSION: If required

16. NEW BUSINESS

1. Pass a Resolution Authorizing the Village Manager to Execute a Purchase Agreement with Rieke Interiors for Locker Replacement at the Ganek Municipal Center for \$63,539.50.
2. Pass a Resolution Authorizing the Village Manager to Execute a Purchase Agreement with Rieke Interiors for Workstation Replacement at the Ganek Municipal Center for \$22,920.00.
3. Adopt a Resolution Accepting and Approving an Agreement with Burke, LLC for the Design Build of the Downtown Streetscape - Harrison and Washington Streets Project in the Amount of \$6,311,188.00

17. ADJOURNMENT



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF FEBRUARY 20, 2024
HELD AT THE GANEK MUNICIPAL CENTER

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Jerry Glogowski, Maggie Auger, Laura Brehmer, Bob Smith, Brian Dianis, and Village President Debby Sosine

Trustees Absent: John Spella

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Deputy Community Development Director; Mike Kumbera, Deputy Village Manager; Amanda Lichtenberger, Deputy CFO; Cliff Ganek, Village Engineer; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

PLEDGE TO FLAG: Clerk Martin led all present in the Pledge of Allegiance.

ADOPT AGENDA: Moved by Smith, seconded by Glogowski to adopt tonight's agenda deleting item 16 Executive Session.

Voice vote; ayes carried

ADMINISTER OATH OF OFFICE TO DEPUTY CHIEF TIMOTHY COONEY

Clerk Martin administered the oath of office to Deputy Chief Timothy Cooney

AUDIENCE PARTICIPATION:

None

CONSENT AGENDA: The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

A. APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held February 6, 2024
- (2) Committee of the Whole Meeting Held February 13, 2024

B. APPROVE THE VILLAGE MANAGER'S REPORT OF JANUARY 2024

Moved by Dianis, seconded by Auger to approve the Consent Agenda.

Voice vote; ayes carried

OMNIBUS AGENDA: The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

A. PASS ORDINANCES:

- (1) Pass an Ordinance (**2024-O-07**) Amending Chapter 33, Liquor Control and Liquor Licensing, of the Village of Algonquin Municipal Code

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution (**2024-R-10**) Accepting and Approving a Grievance Settlement Agreement with the Metropolitan Alliance of Police Chapter #78

Moved by Brehmer seconded by Dianis to approve the Omnibus Agenda

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith

Motion carried; 5-ayes, 0-nays, 1-absent

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA:

- A. Pass an Ordinance (**2024-O-08**) Amending Chapter 43.39, Video Gaming Terminals, and Appendix A, Definitions, of the Village of Algonquin Municipal Code

Moved by Brehmer, second by Glogowski to approve the ordinance Amending Chapter 43.39, Video Gaming Terminals, and Appendix A, Definitions, of the Village of Algonquin Municipal Code.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer

Voting Nay: Smith

Motion carried; 4-ayes, 1-nays, 1-absent

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$4,807,722.37

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith

Motion carried; 5-ayes, 0-nays, 1-absent

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL	311,065.72
02	CEMETERY	1,776.60
03	MFT	110,014.48
04	STREET IMPROVEMENT	1,213,254.54
05	SWIMMING POOL	178.85
06	PARK IMPROVEMENT	48,908.28
07	WATER & SEWER	149,179.44
12	WATER & SEWER IMPROVEMENT	2,331,567.80
16	DEVELOPMENT FUND	1,500.00
26	NATURAL AREA & DRAINAGE IMPROV	9,000.25
28	BUILDING MAINT. SERVICE	29,629.86
29	VEHICLE MAINT. SERVICE	<u>37,839.23</u>
	TOTAL ALL FUNDS	4,243,915.05

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

No Report

COMMUNITY DEVELOPMENT:

Mr. Knapp:

Updated the Northpoint project expansion with additional tenants

RECREATION:

Ms. Gock:

No Report

FINANCE:

Ms. Lichtenberger:

No Report

ENGINEERING:

Mr. Ganek:

No Report

PUBLIC WORKS:

Mr. Badran:

Updated the Downtown Streetscape Project

POLICE DEPARTMENT:

Chief Walker:

No Report

CORRESPONDENCE:

President Sosine updated the Board on her recent trips to Springfield and Washington DC

OLD BUSINESS:

None

NEW BUSINESS:

(1) Pass a Resolution (**2024-R-11**) Accepting and Approving an Agreement with National Business Furniture for Office Chair Replacement at the Ganek Municipal Center for \$28,398.30 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Brehmer to Pass a Resolution Accepting and Approving an Agreement with National Business Furniture for Office Chair Replacement at the Ganek Municipal Center for \$28,398.30 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(2) Pass a Resolution (**2024-R-12**) Accepting and Approving an Agreement with Kenny’s Floor Covering, Inc. for Carpet Replacement at the Ganek Municipal Center for \$45,058.00 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Dianis to Pass a Resolution Accepting and Approving an Agreement with Kenny’s Floor Covering, Inc. for Carpet Replacement at the Ganek Municipal Center for \$45,058.00 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(3) Pass a Resolution (**2024-R-13**) Accepting and Approving an Agreement with Chicago Water & Fire Restoration for the Emergency Water Mitigation Services at the Ganek Municipal Center for \$60,745.21 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Glogowski to Pass a Resolution Accepting and Approving an Agreement with Chicago Water & Fire Restoration for the Emergency Water Mitigation Services at the Ganek Municipal Center for \$60,745.21 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(4) Pass a Resolution (**2024-R-14**) Accepting and Approving an Agreement with Kompan, Inc. for Play Climber Equipment at Presidential Park for \$29,864.80 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Smith to Pass a Resolution Accepting and Approving an Agreement with Kompan, Inc. for Play Climber Equipment at Presidential Park for \$29,864.80 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(5) Pass a Resolution (**2024-R-15**) Accepting and Approving an Agreement with Exofit Outdoor Fitness for Outdoor Fitness Equipment at Presidential Park for \$37,078.80 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Smith to Pass a Resolution Accepting and Approving an Agreement with Exofit Outdoor Fitness for Outdoor Fitness Equipment at Presidential Park for \$37,078.80 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(6) Pass a Resolution (**2023-R-16**) Accepting and Approving an Agreement with Imagine Nation, LLC for Play Climber Equipment at Presidential Park for \$61,133.00 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Smith to Pass a Resolution Accepting and Approving an Agreement with Imagine Nation, LLC for Play Climber Equipment at Presidential Park for \$61,133.00 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

(7) Pass a Resolution (**2024-R-17**) Accepting and Approving an Agreement with Play Illinois, LLC for Playground Equipment at Presidential Park for \$204,819.92 and Authorizing the Village Manager to Execute said Agreement

Moved by Auger, seconded by Smith to Pass a Resolution Accepting and Approving an Agreement with Play Illinois, LLC for Playground Equipment at Presidential Park for \$204,819.92 and Authorizing the Village Manager to Execute said Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

EXECUTIVE SESSION:
None

ADJOURNMENT: There being no further business, it was moved by Glogowski, seconded by Auger to adjourn the Village Board Meeting.

Voice vote; all voting aye

The meeting was adjourned at 8:02 P.M.

Submitted:

Village Clerk, Fred Martin

Approved this 5th day of March, 2024

Village President, Debby Sosine



Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On February 20, 2024
Ganek Municipal Center
2200 Harnish Dr. Algonquin, IL

Trustee Brehmer, Chairperson, called the Committee of the Whole meeting to order at 8:02 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Chairperson Brehmer determined that all Trustees were present along with President Sosine, with the exception of Trustee John Spella who is absent, and a quorum was established.

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Deputy Community Development Director; Mike Kumbera, Deputy Village Manager; Amanda Lichtenberger, Deputy CFO; Cliff Ganek, Village Engineer; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment
None

AGENDA ITEM 3: Community Development
None

AGENDA ITEM 4: General Administration
Ms. Gock:

A. Consider the 2024 Lunch Concerts & National Night Out Event

With the continued partnership with the Algonquin Area Public Library District, the Recreation Department is happy to continue the expanded lunch concerts Friday afternoons. These events invite families, along with their picnic lunch, to enjoy a children's singer and a variety act during a free performance.

- June 12 Scribble Monster Children's Singer Stoneybrook Park 11:00a-12:00p
- July 10 Nanny Nikki Children's Singer Hill Climb Park 11:00a-12:00p
- August 7 Super Stolie Children's Singer Snappers Field 11:00a-12:00p

National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. The Police Department is teaming up with Algonquin Recreation to bring this event back to Main Street on Tuesday August 6th between 6:00-9:00pm. This year National Night Out will include live entertainment, games, free snacks, and fun for all ages.

Pursuant to the Algonquin Municipal Code section 31.04, staff is requesting approval to close South Main Street (between Algonquin Road and Washington Street) during the hours of 2:00pm until the conclusion of the event approximately 9:00pm, as needed for National Night Out. In addition, pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

B. Consider the following Recreation Spring Events:

- **Daytime Egg Hunt - Saturday, March 23, 2024 at Algonquin Lake Park**
- **Touch-a-Truck - Saturday, May 4, 2024 at the Public Works Facility**

Algonquin Recreation is organizing the following community events for this upcoming spring:

- **Daytime Egg Hunt** on Saturday, March 23 in Algonquin Lakes Park starting at 10:00a;
- **Touch-a-Truck** event on Saturday May 4 at Public Works garage and parking lot from 10:00a – 1:00p.

The first hour of the Touch a Truck (10-11a) will be sensory friendly with no lights, horns or sirens.

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village. In addition, staff is requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Saturday, May 4 Touch a Truck event.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

Mr. Kumbera:

C. Presentation for Capital Budget for 2023/2024

1. Proposed Water and Sewer Improvement and Construction Fund
2. Proposed MFT and Street Improvement Funds
3. Proposed Park Improvement Fund
4. Proposed Natural Area and Drainage Improvement Fund

AGENDA ITEM 5: Public Works & Safety

Mr. Badran:

A. Consider Certain Vehicles Surplus

Unit #: 404, Year: 2018 Make: Ford Model: F-150 ID/VIN: 1FTEX1E59JKF30517, Truck involved in motor vehicle accident. Deemed total loss by village's insurance company.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

B. Consider an Amendment to the Agreement with HR Green for the Woods Creek Reach 6&7 Stream Restoration project

Proposed is amendment #1 for the engineering design services for the Woods Creek Reach 6&7 Stream Restoration project. The original design agreement for this project was executed in December 2022. Once the design was underway, the Village had several field meetings with HR Green on constructability and functionality of the project. After evaluating field conditions, Village staff decided to increase the design scope because we felt wetland C needed to include a two-stage channel to convey stormwater through the wetland. This would make for better accessibility for the contractor as well as help with stormwater flow and upstream flooding. In addition, the permit fee for the required IDNR-OWR floodway permit increased from the time of HR Green's original proposal so a portion of the cost increase is due to this. The proposed amendment from HR Green is in the amount of \$15,981.00. With this addition, the total design cost for the project is now \$135,689.00. The increase for this project will come from the Natural Area and Drainage Fund Randall Road Wetland Project. We had \$50,000.00 budgeted here but did not use this entire amount on the one year maintenance items. Based on the information presented, we recommend that the Committee of the Whole take the necessary steps to advance this matter to the Village Board for approval. Staff proposes approving the additional design services agreement for the Woods Creek Reach 6&7 Stream Restoration Project from HR Green for \$15,981.00.

1. The original design agreement with HR Green for the Woods Creek Reach 6&7 Design was passed by the board on 12/20/2022
2. The Village increased the scope of design for this project and the IDNR-OWR permit fee has increased over previous years and therefore are recommending approval of this amendment to cover the additional costs.
3. HR Green has the original design agreement for this work in the amount of \$119,708.00 and staff is recommending an addendum to that agreement in the amount of \$15,981.00 for the additional design services and increased permit fees.
4. Sufficient funds are/will be available within the Natural Area and Drainage Fund to cover this cost.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

C. Consider an Agreement with Spring Green for the 2024 Weed Control Services

Public works recommend to approve the Spring Green Vendor Services Agreement for a total of \$28,901.39. Public works has researched Spring Green they have been a local business founded in Naperville since 1977 and we believe they will deliver a quality product at the lowest possible price.

1. The Village contacted three contractors for weed control and fertilization pricing
2. Spring Green provided the lowest quote for the work
3. Sufficient funds are/will be available within the General Services and Water and Sewer operating budget to cover this cost.

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 2024 Weed Control & Fertilization in the amount of \$28,901.39 to Spring Green and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years at \$28,901.39/year.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

D. Consider an Agreement with RES for the 2024 Natural Area Maintenance

In January of this year, staff sent out a request for quote to four qualified ecological contractors for natural area maintenance services for the 2024 growing season. We received three quotes for completing the work:
Resource Environmental Solutions (RES) \$76,900.00

Baxter & Woodman NR \$100,301.00
Cardinal State, LLC \$103,550.00
ENCAP No Bid

We request approval for this contract in February/March so that the contractor has sufficient time to plan for the upcoming growing season. The Village of Algonquin has a robust inventory of restored natural areas on Village owned property. These native ecosystems include restored prairie, savanna, woodland, wetland, and sedge meadow habitats. These habitats require specialized maintenance by qualified personnel on a regular basis to maintain a healthy balance of plant species and to combat the ever-present pressure of invasive species that will continually be a threat to the health of these areas.

We recommend to approve the RES proposal for 2024 natural area maintenance. The Village has a long history of working with the RES team and they have been able to provide quality work, good communication, and reasonable prices.

1. The Village received three quotes for the 2024 Natural Area Maintenance RFQ
2. Resource Environmental Services provided the lowest quote for the work at \$76,900.00
3. Sufficient funds are/will be available within the natural area and drainage budget to cover the costs.

It is staffs recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the 2024 Natural Area Maintenance Service Agreement in the amount of \$76,900.00 to Resource Environmental Solutions.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

E. Consider an Agreement with AT&T for the Dry Utility Relocation Project for Harrison, Washington and Jefferson Streets

The Village has phased the Downtown Improvements over several years. Currently, the Village has contracted Utility Dynamics to complete the undergrounding of the rigid conduit and provide transformer and pedestal locations to house private utilities. This agreement includes relocating all overhead AT&T facilities and pole removals along S. Harrison Street, Washington Street, and Jefferson Street. This work is similar to the work done on S. Main Street in advance of the streetscape work.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber. In order to initiate the AT&T work, an agreement (attached and signed by AT&T) requires approval and payment by the Village of Algonquin. The total estimated cost for this work is \$396,319.73. The Village has sufficient funds in the Street Improvement Fund to finance this invoice during this current fiscal year. It's important to note that AT&T will not mobilize crews for this work until the agreement is executed.

Therefore, it is staff's recommendation that the Committee of the Whole recommend to the Village Board authorization of the payment of \$396,319.73 to AT&T for the payment for the Relocation of Overhead Communication Facilities on S. Harrison Street, Washington Street, and Jefferson Street.

Summary

1. This agreement must be executed before AT&T can begin their relocation work.
2. The dry utilities must be undergrounded before the bulk of the work occurs in the next phase of the downtown streetscape.
3. Sufficient funds are available in the FY 2023/24 Street Fund.

It is staff's recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the agreement with AT&T to lower the existing overhead utilities in the amount of \$396,319.73.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

F. Consider an Agreement with Bulley & Andrews Masonry Restoration for the Mineral Springs Restoration Project

Presented is the proposal from Bulley and Andrews Concrete Restoration for the restoration of the mineral springs off of Jefferson Street as you enter into Towne Park. The scope of this work is based on the recommendation proposed by the Historic commission to the COTW at the June 7, 2022 meeting.

Public Works met with the Historic Commission in November to discuss options and pricing for the proposed renovations. Base on this we have decided to go with option 2 which will involve cleaning of the concrete slabs that make up the spring, replacement of a concrete arm on the bench, and reconstruction of the old spring cap and collar with a new design that reflects some field stone elements and gives it a natural look that blends with the cobbles in Crystal Creek.

The agreement with the Historic Commission is that they will be donating \$4,500 towards the cost of the project. The rest of the cost of the project will be coming out of the street improvement fund. The village reached out to 2 other contractors who would be capable of performing this work and got no response from either of them.

Therefore, we are moving forward with Bulley and Andrews Concrete Restoration since they are the only company that gave us a proposal.

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 mineral spring restoration in the amount of \$102,773.00 to Bulley and Andrews Concrete Restoration

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

G. Consider the 2024 MFT Material and Maintenance Item Expenditures

Presented is the MFT resolution and Municipal Estimate of Maintenance Cost for the purchase of salt, de-icing liquid and asphalt as well as for the contracted maintenance items of concrete (sidewalk, driveway apron, curb) removal and replacement, asphalt bike path repair, street patching, pavement marking, street sweeping, storm sewer cleaning, street light maintenance, tree removal and crack sealing for calendar year 2024. These are materials and services that public works estimates we will be using during this calendar year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials and maintenance activities performed on Village owned streets and Rights-Of-Way. Once the resolution is passed, IDOT allocates this money towards our motor fuel tax fund balance.

Therefore, it is the recommendation of public works that the Committee of the Whole take action to move this matter forward to the Village Board to pass a resolution allocating the sum of \$1,764,460.00 towards MFT maintenance expenses.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

H. Consider an Agreement with Advanced Security Technologies for the Purchase of the Modular Vehicle Barrier 3X System

Chief Walker:

During the 2023/2024 budget submittal process, an amount of \$128,000 was submitted and approved for purchase within the capital portion (enhanced) of the budget. This amount was for the purchase of portable vehicle barriers. Since that submittal, the project and extent of the need was re-evaluated and upon returning with the actual needs, a new amount of \$151,859 was determined. This change in cost included the use and purchase of a trailer in which the units are stored and delivered to each work and safety location. The difference in the amount can be covered by monies set aside during this fiscal year as indicated by Deputy Village Manager/Chief Financial Officer Mike Kumbera.

It is the consensus of the Committee after discussion to move this on to the Village Board for approval.

AGENDA ITEM 6: Executive Session

A. Land Acquisition

Moved by Glogowski, seconded by Smith to recess the Committee of the Whole Meeting and go into Executive Session for the purpose of a discussion concerning land acquisition at 9:09 PM

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent

Moved by Glogowski, seconded by Smith to reconvene the Committee of the Whole meeting at 9:28 PM

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith
Motion carried; 5-ayes, 0-nays, 1-absent
There was no action needed

AGENDA ITEM 7: Other Business

Trustee Smith would like to see the sign at Port Edwards donated to the Village for future preservation. Staff will discuss options.

AGENDA ITEM 8: Adjournment

There being no further business, Chairperson Brehmer adjourned the meeting at 9:32 p.m.

Submitted: _____
Fred Martin, Village Clerk



MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING
AND THE PLANNING AND ZONING COMMISSION OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF FEBRUARY 27, 2024
HELD AT THE GANEK MUNICIPAL CENTER

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:00 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Brian Dianis, Jerry Glogowski, Maggie Auger, Laura Brehmer, Bob Smith, and Village President Debby Sosine

Trustees Absent: John Spella

Planning & Zoning Commission Members Present: John Kennealy, Andrew Neuhalfen, Paul Sturznickel, Brian Rasek, and Patricia Szpekowski

Commissioners Absent: Linda Laipert, Jim Patrician

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager; Patrick Knapp, Deputy Community Development Director; Matthew Bajor, Assistant to the Village Manager; Nadim Badran, Public Works Director and Kelly Cahill, Village Attorney.

AUDIENCE PARTICIPATION:

None

COMPREHENSIVE PLAN REVIEW:

For discussion purposes only, Staff and Houseal Lavigne have been working together to draft the Key Recommendations for the Comprehensive Plan update. The recommendations presented are for input and discussion purposes. Once this input is received tonight, these recommendations will be used by Houseal Lavigne to write the Comprehensive Plan and finalize the Future Land Use Map.

ADJOURNMENT: There being no further business, President Sosine adjourned the meeting at 8:53 PM

Submitted:

Village Clerk, Fred Martin



**Village of Algonquin
Minutes of the Special Committee of the Whole Meeting
Held On February 27, 2024
Ganek Municipal Center
2200 Harnish Dr. Algonquin, IL**

AGENDA ITEM 1: Call to Order

President Sosine, called the Special Committee of the Whole meeting to order at 8:58 p.m.

AGENDA ITEM 2: Roll Call to Establish a Quorum

Clerk Fred Martin called the roll:

Trustees Present: Brian Dianis, Jerry Glogowski, Maggie Auger, Laura Brehmer, Bob Smith, and Village President Debby Sosine

Trustees Absent: John Spella

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager; Patrick Knapp, Deputy Community Development Director; Matthew Bajor, Assistant to the Village Manager; Nadim Badran, Public Works Director and Kelly Cahill, Village Attorney.

AGENDA ITEM 3: Public Comment

None

AGENDA ITEM 4: Review Proposed Enterprise and Special Fund Budget for 2024/2025

Mr. Bajor presented an overview for the following funds:

1. Cemetery Fund
2. Swimming Pool fund
3. Water and Sewer Operating Fund
4. Building Services Fund
5. Vehicle Maintenance Fund

AGENDA ITEM 5: Adjournment

There being no further business, President Sosine adjourned the meeting at 9:30 p.m.

Submitted:

Fred Martin, Village Clerk

**ORDINANCE
NUMBER 2024-O-__**

**An Ordinance Declaring Certain Property and Equipment as Surplus and
Authorizing the Sale of the Personal Property in the
Village of Algonquin
McHenry and Kane Counties, Illinois**

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, and

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, are of the opinion that the personal property herein described, to wit:

SEE ATTACHED LIST OF VEHICLES

is no longer necessary or useful to, or for the best interest of, the Village of Algonquin.

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 the sale of said personal property is hereby authorized to be conducted through negotiation without advertising for bids including the option for a donation to a local not-for-profit or charitable organization.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of the 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 repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form (which publication is hereby authorized as provided by law).

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

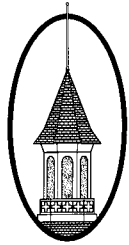
Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

PASSED: _____

APPROVED: _____

PUBLISHED: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: 01/22/2024

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

Unit #: 404

Year: 2018

Make: Ford

Model: F-150

ID/VIN: 1FTEX1E59JKF30517

Description: Truck involved in motor vehicle accident. Deemed total loss by village's insurance company.







2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Amendment to the Agreement with HR Green for the Woods Creek Reach 6&7 Stream Restoration Project Including Wetland C and Increasing the Amount by \$15,981.00 Totaling \$135,689.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 22nd day of December, 2023 by and between, VILLAGE OF ALGONQUIN the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Woods Creek Reaches 6 & 7 Stream Restoration

hereby amends the original Professional Services Agreement dated December 20, 2022 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional drafting and design services performed by COMPANY to complete the preliminary and final plans. Portions of the project limits east of the existing HMA path were originally assumed to be wetland restoration and management only. After the preliminary submittal, CLIENT requested that this area be modified to include a two-stage channel and that the corridor extend from the Meijer stormwater basin to the HMA path. This work required additional 3D drafting of the channel and rework of the completed plan sheets.

Additional permitting fees were required as part of the IDNR-OWR Floodway permitting process. The executed Professional Services Agreement states under Section 2.5 Permitting states that the assumed fee for the IDNR-OWR Floodway permitting was \$1,150.00 and any additional fees would be the responsibility of CLIENT. The review fee paid by COMPANY was in the amount of \$3,910.00 which is \$2,760.00 more than the contract amount.

COMPANY Project Number: 220089

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- Per current rate schedule with a maximum fee to be increased by Fifteen Thousand Nine Hundred and Eighty-One Dollars (\$15,981.00).

The original Professional Services Agreement is in the amount of One Hundred and Nineteen Thousand Seven Hundred and Eight Dollars (\$119,708.00). The total authorized compensation after this Amendment, including the original Professional Services Agreement is One Hundred and Thirty-Five Thousand Six Hundred and Eighty-Nine Dollars (\$135,689.00).



THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

VILLAGE OF ALGONQUIN

HR GREEN, INC.

A handwritten signature in black ink that reads 'Ajay Jain'.

By: Debbie Sosine, Village President

By: Ajay Jain, Vice President



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an agreement with Spring Green for the 2024 Weed Control Services in the Amount of \$28,901.39, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: May 1st, 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: 2024 Weed Control and Fertilization	Location: Various sites within Algonquin, See schedule B
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name: Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-2700 Email: bradleyandresen@algonquin.org	Name: Spring Green Address: P.O. Box 1529 Plainfield, IL 60544 Contact: Ryan Winterbottom Phone: (800) 830-5914 ext 315 Email: RWinterbottom@spring-green.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
1		Total Contract Value	\$28,901.39

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is December 31st, 2024.

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: Ryan Winterbottom
 Representative of Vendor authorized to execute Purchase Order Agreement

By: _____

Title: Director of Commercial Accounts

Title: Debby Sosine, Village President

Dated: 1/19/24

Dated: March 5, 2024

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.

GROUNDS MAINTENANCE SERVICES SPECIFICATIONS

1. **Contract Term:** The specified site maintenance services for 2024 are to be performed between March 1st and November 15th. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contact may be extended up to two additional years at rates as submitted on the proposal.
2. **Working Hours:** Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.
3. **Unsatisfactory Performance:** The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
4. **Contractor Representative:** The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
5. **Employees:** Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised and uniformed at all times.
6. **Equipment and Vehicles:** Mowing equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public.

Description of Services

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed in a manner that will maintain a healthy, clean, and professionally landscaped appearance.

General Requirements

- a. Contractor shall work to avoid site damage with equipment. Problems such as scalping, gouging, tire damage (from turning or creating ruts in wet soil), damage to landscaping or other site amenities, will not be tolerated. Contractor shall immediately repair any damages caused as a result of performing work related to the contract.

This is **SCHEDULE A**, consisting of 2 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**
No. _____ effective 05/01/2024

b. The contractor will be responsible for providing any and all work zone safety and traffic control devices. Traffic control safety shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

Turf Weed Control/Fertilization

Fertilizer that supplies the major nutrients of nitrogen and potassium shall be utilized and dispensed in accordance with manufacturer's recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. The following two (2) application schedules for fertilization and weed control shall be completed: Spring (before May 15th) granular/liquid fertilizer and broadleaf weed control/post-emergent; Early Fall (September) granular/liquid fertilizer. It shall be the contractor's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well-balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Village Ecologist/Horticulturist prior to application.

Any questions relative to this document should be addressed to:
Brad Andresen, Village of Algonquin Ecologist/Horticulturist
(847) 658-2754 ext. 4435, or bradleyandresen@algonquin.org or

This is **SCHEDULE B**, consisting of 2 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**
 No. _____ effective May 1st, 2024

Site ID#	Address	Mowing Area Name	Acerage	Square Footage	Spring Cost	Fall Cost
Admn Sites (require both spring and fall treatment)						
M-063	2 MAIN ST S	Historic Village Hall	0.19	8,276	\$49.00	\$49.00
M-088	110 MITCHARD WAY	Public Works Facility	2.13	92,572	\$276.27	\$276.27
M-136	2200 HARNISH DR	Ganek Municipal Center	1.38	60,264	\$131.38	\$131.38
3						
M-051	990 CARY RD	Cemetery - Fine	8.26	359,704	\$1,073.50	\$1,073.50
General Services Sites (require only spring treatment)						
M-002	COMPTON DR	Compton Dr ROW Fine	1.55	67,526	\$201.52	
M-005	ALGONQUIN LAKES OPEN SPACE	Algonquin Lakes Subdivision Open Space	6.38	277,865	\$829.40	
M-006	700 LAKE PLUMLEIGH WAY	Algonquin Lakes Park	8.28	360,865	\$1,076.40	
M-013	1620 RIVERWOOD DR	Riverwood Dr Trail Connection	0.06	2,403	\$39.00	
M-014	1430 RIVERWOOD DR	Riverwood Dr Vacant Lot	0.15	6,370	\$47.00	
M-017	599 LONGWOOD DR	Snapper Field/Lions Pool	3.39	147,668	\$440.70	
M-022	18 WOODVIEW LN	Woodview Ln Island	0.26	11,471	\$59.00	
M-024	101 COUNTRYSIDE DR	Countryside Detention	0.22	9,686	\$55.00	
M-025	1040 TIMBERWOOD LN	Holder Park	5.36	233,301	\$696.80	
M-026	1050 BLUE RIDGE PKWY	Blue Ridge Detention	3.06	133,102	\$397.80	
M-027	2021 TAHOE PKWY	Tahoe Pkwy Detention Access Strip	0.1	4,180	\$42.00	
M-028	1420 YELLOWSTONE PKWY	Yellowstone Park	2.31	100,562	\$300.30	
M-032	700 HIGHLAND AVE	Presidential Park	13.22	575,945	\$1,718.60	

VOA: _____

_____:

M-040	806 OCEOLA DR	Oceola Dr Vacant Lot	0.13	5,473	\$45.00	
M-044	1250 GETZELMAN TER	Pioneer Park	0.64	27,891	\$105.30	
M-049	IL ROUTE 31	IL Route 31 North Islands	2.26	98,612	\$293.80	
M-057	MAIN ST N	Main St N ROW	1.43	62,291	\$185.90	
M-059	201 HARRISON ST N	Riverfront Park	0.7	30,647	\$119.34	
M-061	101 HARRISON ST S	Cornish Park	2.11	91,817	\$274.30	
M-062	HARRISON ST S	Harrison St S ROW & Parking Lots	0.1	4,259	\$45.00	
M-064	100 JEFFERSON ST	Towne Park - Fine	5.11	222,461	\$664.30	
M-066	RAILROAD ST	Railroad St ROW	0.66	28,786	\$112.24	
M-067	MAIN ST S	MCCD Trailhead	0.36	15,880	\$65.00	
M-073	HUNTINGTON DR	Huntington Dr ROW	0.66	28,772	\$112.20	
M-074	801 CIRCLE DR	Hill Climb Park Fine	4.02	175,088	\$522.60	
M-086	1210 SURREY LN	Surrey Ln Preserve	0.4	17,356	\$69.00	
M-092	HARNISH DR	Harnish Dr ROW & Open Space	1.16	50,334	\$150.80	
M-094	1200 HUNTINGTON DR N	Stoneybrook Park	0.78	33,881	\$130.00	
M-096	1295 PARKWOOD CIR	Jaycee Field	1.26	54,887	\$163.80	
M-097	PARKVIEW TER E	Parkview Ter E ROW	0.1	4,442	\$42.00	
M-098	700 TERRACE DR	Gaslight Park	3.9	170,090	\$507.00	
M-099	HANSON RD	Hanson Rd ROW - Fine	6.21	270,342	\$807.30	
M-102	COUNTY LINE RD & HANSON RD	Lawndale Park Preserve	0.73	31,609	\$123.24	
M-104	LAWNDALE DR	Lawndale Park Fine	2.26	98,605	\$293.80	
M-106	ACROSS FROM 1521 WYNNFIELD DR	Wynnfield Dr ROW	0.13	5,606	\$45.00	
M-109	NOTTING HILL RD & WYNNFIELD DR	Notting Hill Rd/Wynnfield Dr ROW	0.22	9,572	\$55.00	
M-111	ACROSS FROM 1461 WHITE CHAPEL LN	White Chapel Detention	0.26	11,392	\$59.00	
M-112	ACROSS FROM 1320 WYNNFIELD DR	Wynnfield Detention	1.18	51,401	\$153.40	
M-114	LONGMEADOW PKWY	Longmeadow Pkwy ROW	9.38	408,421	\$1,219.40	
M-115	2051 BROADSMORE DR	Broadsmore Park	3.85	167,748	\$500.50	
M-121	2001 WYNNFIELD DR	Willoughby Farms Park	8.23	358,499	\$1,069.90	
M-122	STONEGATE RD & TUNBRIDGE CT	Tunbridge Park	1.18	51,494	\$153.40	
M-123	HARNISH DR	High Hill Park Upper	3.78	164,870	\$491.40	
M-124	501 KIRKLAND DR	High Hill Park Lower Fine	3.18	138,672	\$413.40	
M-128	ARQUILLA DR	Arquilla Detention	0.06	2,604	\$39.00	
M-129	LAKE DR S	Lake Dr S Detention	0.77	33,647	\$130.00	
M-130	OAKLEAF RD S & HUNTINGTON DR N	Falcon Ridge Nature Preserve	0.26	11,379	\$59.00	

M-133	STONEGATE RD	Stonegate Rd ROW	0.23	10,222	\$59.00	
M-135	HUNTINGTON DR N	Huntington Dr N/Stonegate Rd ROW	1.73	75,552	\$259.50	
M-138	RANDALL RD	Randall Rd ROW	3.17	137,897	\$412.10	
M-140	2575 ALGONQUIN RD W	Algonquin Rd Island	0.15	6,452	\$45.00	
M-143	COUNTY LINE RD	County Line Rd Island	0.03	1,324	\$34.00	
M-144	CORPORATE PKWY	Corporate Pkwy Islands	0.99	43,130	\$130.00	
M-145	POND VIEW DR	Pond View Drive Open Space	1.05	45,885	\$136.50	
M-146	EINEKE CT	Eineke Ct ROW	0.14	6,095	\$45.00	
M-147	BETWEEN EINEKE BLVD & HARNISH DR	Grand Reserve Prairie	0.74	32,357	\$126.19	
M-148	2870 HARNISH DR	Harnish Dr ROW	0.53	23,256	\$89.70	
M-151	2600 HARNISH DR	Spella Park Lower	4.61	200,812	\$599.30	
M-152	FAIRWAY VIEW DR & WINTERGREEN TER	Spella Park Upper	4.06	176,854	\$527.80	
M-154	WOODS CREEK LN	Woods Creek Ln ROW & Open Space	1.33	58,134	\$172.90	
M-156	BUNKER HILL DR	Bunker Hill Dr ROW & Open Space	2.44	106,491	\$317.20	
M-159	BROOKSIDE AVE	Brookside Ave ROW	0.22	9,743	\$55.00	
M-162	BETWEEN BUNKER HILL DR & FAIRWAY VIEW DR	Fairway View Dr ROW	0.22	9,723	\$55.00	
M-163	BETWEEN BUNKER HILL DR & FAIRWAY VIEW DR	Trails of Woods Creek Open Space	2.17	94,656	\$282.10	
M-165	3711 PERSIMMON DR	Wood Park	5.16	224,979	\$670.80	
M-167	3650 WINTERGREEN TER	Wintergreen Ter ROW Fine	0.19	8,461	\$47.00	
M-168	800 SQUARE BARN RD	Kelliher Park	11.52	501,811	\$1,497.60	
M-195	HUNTLEY RD AND BROADSMORE DRIVE	Northpoint - Fine	3.46	150,718	\$449.80	
M-196	Next to 103 S. Main St	RIVERWALK MAIN ST TO FOX RIVER	0.04	1,742	\$34.00	
M-198	HARNISH DR TO 1401 MILLBROOK DR	MILLBROOK DR ROW	0.62	27,007	\$105.30	
Utility Sites (require both spring and fall treatment)						
M-077	LA FOX RIVER DR	Old Town Lift Station	0.13	5,798	\$45.00	\$45.00
M-079	125 WILBRANDT DT	Wastewater Treatment Facility	2.42	105,415	\$314.60	\$314.60
M-103	1001 GASLIGHT DR	Braewood Lift Station	2.28	99,523	\$296.40	\$296.40
M-149	2870 HARNISH DR	Grand Reserve Lift Station	0.18	7,773	\$49.00	\$49.00
M-158	3045 ALGONQUIN RD W	Woods Creek Lift Station	0.15	6,742	\$47.00	\$47.00
Water Sites (require both spring and fall treatment)						
M-010	901 SANDBLOOM RD	Well 6	0.07	2,912	\$39.00	\$39.00
M-016	1000 SOUWANAS TRL	Water Treatment Plant 1	0.4	17,211	\$69.00	\$69.00
M-023	900 WESLEY LN	Countryside Booster Station & Standpipe	0.3	13,260	\$65.00	\$65.00

M-053	1091 CARY RD	Cary Booster Station	0.37	15,931	\$67.00	\$67.00
M-080	1330 HILLSIDE VIEW DR	Hillside Booster Station	0.09	4,059	\$42.00	\$42.00
M-090	700 HUNTINGTON DR	Huntington Dr Booster Station & Standpipe	0.6	26,136	\$101.93	\$101.93
M-101	740 HANSON RD	Hanson Water Tower	0.17	7,219	\$49.00	\$49.00
M-110	1461 WYNNFIELD DR	Water Treatment Plant 2 Fine	1	43,754	\$130.00	\$130.00
M-120	SLEEPY HOLLOW RD	Well 9	0.13	5,666	\$45.00	\$45.00
M-141	2600 BUNKER HILL DR	Jacobs Water Tower	0.41	18,019	\$69.00	\$69.00
M-169	901 SQUARE BARN RD	Well 13	0.3	13,146	\$60.00	\$60.00
M-171	1000 SQUARE BARN RD	Water Treatment Plant 3	6.11	266,294	\$794.30	\$794.30
			Total Acres	Total Sq Ft	Total Spring	Total Fall
			183.67	7,963,216	\$25,088.01	\$3,813.38
					Grand Total	\$28,901.39

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.
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.

VOA: _____

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.

VOA: _____

_____:



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an agreement with RES for the 2024 Natural Area Maintenance in the Amount of \$76,900.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

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 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: 2024 Natural Area Maintenance	Location: Various sites (see attached maps)
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Hamish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: (515) 460-7269 Email: bradleyandresen@algonquin.org	Name: RES Great Lakes, LLC Address: 11714 Powder Park Rd Unit B Huntley, IL 60142 Contact: Derek Brehm Phone: (262) 352-9572 Email: dbrehm@res.us

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: \$76,900.00

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$76,900.00	Each	See attached Scheduled “B” for pricing details	\$76,900.00

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 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: RES Great Lakes, LLC

VILLAGE OF ALGONQUIN

By: *Derek Brehm*
 Representative of Vendor authorized to execute Purchase Order Agreement

By: _____

Title: Operations Manager, IL

Title: Debby Sosine, Village President

Dated: 2/14/2024

Dated: March 5, 2024

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 both parties. 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. Notwithstanding anything to contrary contained herein, Vendor assumes no liability for and shall not be required to save Owner Harmless or indemnify it for any claims arising out of and/or resulting from Owner's own negligence or willful misconduct.

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 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.

SCHEDULE B to Village of Algonquin Purchase Order Agreement No. _____

Contract Price – Consultant Services

RES Great Lakes, LLC

2024 Natural Area Maintenance Bid Form					
Base Bid: Spring 2024 Post-Burn Spot Herbicide (Central MU)					
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost
Arquilla Detention	Spring Post-Burn Spot Herbicide Visit	1.3	1 Trip	\$900.00	\$900.00
Dixie Creek Riparian Corridor: Sleepy Hollow to Wynnfield Dr	Spring Post-Burn Spot Herbicide Visit	19	1 Trip	\$3,800.00	\$3,800.00
Falcon Ridge Nature Preserve	Spring Post-Burn Spot Herbicide Visit	6	1 Trip	\$1,800.00	\$1,800.00
Gaslight Park Bird and Butterfly Sanctuary	Spring Post-Burn Spot Herbicide Visit	2	1 Trip	\$1,200.00	\$1,200.00
Highland Ave. Detentions	Spring Post-Burn Spot Herbicide Visit	1.7	1 Trip	\$1,100.00	\$1,100.00
Hill Climb Park Woodland	Spring Post-Burn Spot Herbicide Visit	4.1	1 Trip	\$1,300.00	\$1,300.00
Holder Detention	Spring Post-Burn Spot Herbicide Visit	1.4	1 Trip	\$900.00	\$900.00
Lawndale Park Nature Preserve North	Spring Post-Burn Spot Herbicide Visit	2.3	1 Trip	\$1,100.00	\$1,100.00
Legion Drive Prairie	Spring Post-Burn Spot Herbicide Visit	0.3	1 Trip	\$500.00	\$500.00
Light of Christ Church Detention	Spring Post-Burn Spot Herbicide Visit	2.6	1 Trip	\$1,200.00	\$1,200.00
Mill Creek Tributary	Spring Post-Burn Spot Herbicide Visit	1.9	1 Trip	\$1,200.00	\$1,200.00
Spectrum Native Corridor	Spring Post-Burn Spot Herbicide Visit	5.1	1 Trip	\$1,600.00	\$1,600.00
Surrey Ln Preserve	Spring Post-Burn Spot Herbicide Visit	5.9	1 Trip	\$1,800.00	\$1,800.00
Towne Park Prairie	Spring Post-Burn Spot Herbicide Visit	4	1 Trip	\$1,300.00	\$1,300.00
Western Bypass Prairie	Spring Post-Burn Spot Herbicide Visit	7.4	1 Trip	\$2,100.00	\$2,100.00
Wood Park Detention	Spring Post-Burn Spot Herbicide Visit	2.5	1 Trip	\$1,100.00	\$1,100.00
Stoneybrook Park Detention	Spring Post-Burn Spot Herbicide Visit	0.4	1 Trip	\$700.00	\$700.00
Woods Creek Trail Detentions	Spring Post-Burn Spot Herbicide Visit	2.2	1 Trip	\$1,000.00	\$1,000.00
Totals					
18 sites	Total Post-Burn Spot Herbicide Visit	70.1		Subtotal	\$24,600.00

Base Bid: 2024 Growing Season Maintenance					
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost
Blue Ridge Detention	Maintenance Visit	3.3	2 Trips	\$1,400.00	\$2,800.00
Countryside Detention	Maintenance Visit	0.9	2 Trips	\$700.00	\$1,400.00
Crystal Creek and Western Bypass	Maintenance Visit	7.4	2 Trips	\$2,800.00	\$5,600.00
Crystal Creek, Main Street to Fox River	Second Growing Season Maintenance	0.76	4 Trips	\$700.00	\$2,800.00
Grand Reserve Newly Seeded Area	Second Growing Season Maintenance	0.6	3 Trips	\$600.00	\$1,800.00
Highland Ave Detentions	Maintenance Visit	1.7	2 Trips	\$1,300.00	\$2,600.00
Hill Climb Park	Maintenance Visit (1 mow & 1 herbicide)	4.1	2 Trips	\$1,300.00	\$2,600.00
Holder Detention	Maintenance Visit (2 mow & 1 herbicide)	1.4	3 Trips	\$1,000.00	\$3,000.00
Presidential Park Basins	First Growing Season Maintenance	1.7	3 Trips	\$1,000.00	\$3,000.00
Public Works Prairie	Maintenance Visit	1.8	2 Trips	\$800.00	\$1,600.00
Souwanas Reach 1 & 2 Restoration	Maintenance Visit	5	4 Trips	\$1,900.00	\$7,600.00
Towne Park Prairie	Maintenance Visit	4	3 Trips	\$2,000.00	\$6,000.00
Woods Creek Trail 5 Detentions	Maintenance Visit	2.2	2 Trips	\$1,200.00	\$2,400.00
Yellowstone Detention and Woodland	Maintenance Visit	6.8	2 Trips	\$2,300.00	\$4,600.00
Winding Creek	Late Season Spot Spray	4.4	1 Trip	\$1,600.00	\$1,600.00
Totals					
15 sites	Total Maintenance Sites	46.06		Subtotal	\$49,400.00

Base Bid: 2024 Misc Services						
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost	
Spella Park Pollinator Steeple Hill	November Dormant Season Mowing	8	1 Trip	\$1,500.00	\$1,500.00	
Yellowstone Woodland	Resprout treatment	3	1 Trip	\$1,400.00	\$1,400.00	
Totals						
2 sites	Total Misc Service Sites	11		Subtotal	\$2,900.00	
					Base Bid Grand Total	\$76,900.00

Alternate 1: Winter Brushing Hourly Rates	
Task	Hourly Rate
Skid Steer with fecon-style mulcher	\$220.00
Winter Clearing Hand Labor	\$60.00

Alternate 2: Phragmites Wicking	
Task	Hourly Rate
Marsh Master Wicking	\$300.00

VOA: _____

_____ :



Village of Algonquin

The Gem of the Fox River Valley

2024 Natural Area Maintenance Request For Quote

Submit completed Quote form to bradleyandresen@algonquin.org

Quotes due: 10am Friday, February 2nd

Pre-Bid Meeting: Thursday, January 25th 2024 at 8am. Algonquin Public Works Admin Conference Room, 110 Mitchard Way, Algonquin, IL

Description:

The Village of Algonquin is seeking quotes from qualified contractors for maintenance work on restored natural areas within the Village of Algonquin during the 2024 growing season.

Contract Term:

All work to take place between May 1st, 2024 and April 30th, 2025.

Working Hours:

Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.

Unsatisfactory Performance:

The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.

Project Specifications:

Natural Area Maintenance to include the following Activities:

Spot Herbicide Treatment:

Spot application of herbicide to target species using a various application methods. Backpack spraying, wick application and boom spraying are all approved methods of applying herbicide. Contractor shall select the most efficient application method that limits the amount of collateral damage caused to non-target species. Contractor responsible for restoration of areas impacted by overspray to non-target species at no additional cost to the Village. All employees who apply herbicide on Village property must hold a valid Illinois Department of Agriculture Pesticide license. Appropriate personal protective equipment and safe storage practices should be followed on all Village herbicide application projects.

Spot Mowing:

Mowing of annual and biennial target species to prevent seed production. Approved mowing methods include: weed whip, walk behind mower, and tractor mowing using a bush-hog or batwing type mower. Mowing should not adversely impact desirable species.



Village of Algonquin

The Gem of the Fox River Valley

Dormant Season Rough Mowing:

Natural Areas in which we intend to perform a dormant-season rough mow should be mowed to a height of 6-8" using a bush hog, brush mower, or other equipment that will mow material at the desired height. Dormant season mowing to be completed after November 15th and before April 1st.

Brush Removal

Invasive woody brush should be controlled within managed natural areas. Woody species on the species list shall be cut and stump treated as necessary to prevent resprouting. Cut material over 2" in diameter to be disposed of via brush pile burning (IEPA burn permit required for Brush Pile burning) or chipping.

Woody Resprout Treatment

Spot herbicide application within areas recently brushed. Target both sapling and resprouting stumps with appropriate herbicide.

Species List:

See Appendix A for list of weedy and invasive species to manage within the restored natural areas.

Work Location:

All sites within the municipality of Algonquin, IL. See Appendix B for maps of individual sites.

Performance Standard: 90% one season kill of target species

Alternate Bid Specifications:

Skid Steer with Fecon-style mulcher

Hourly price to include operator, tracked skid steer with forestry package and mulching head. If alternate bid is awarded, the Village will contract in 8-hour increments.

Winter Clearing Hand Labor

Hourly price for hand clearing labor. Labor to include cutting material (brush saw and/or chainsaw), herbicide application to cut stumps, and removal by either brush-pile burning or placing into piles for the Village to chip and remove from the site. If alternate bid is awarded, the Village will contract in 8-hour increments.

Marsh Master with Wick Applicator

Hourly price for marsh-master with wick-bar applicator. Target species for marsh master treatment will be *Phragmites australis* and/or *Typha x glauca*. Price to include operator, mobilization, and herbicide. If alternate bid is awarded, the Village will contract in 8-hour increments.

Village Contact:

Brad Andresen

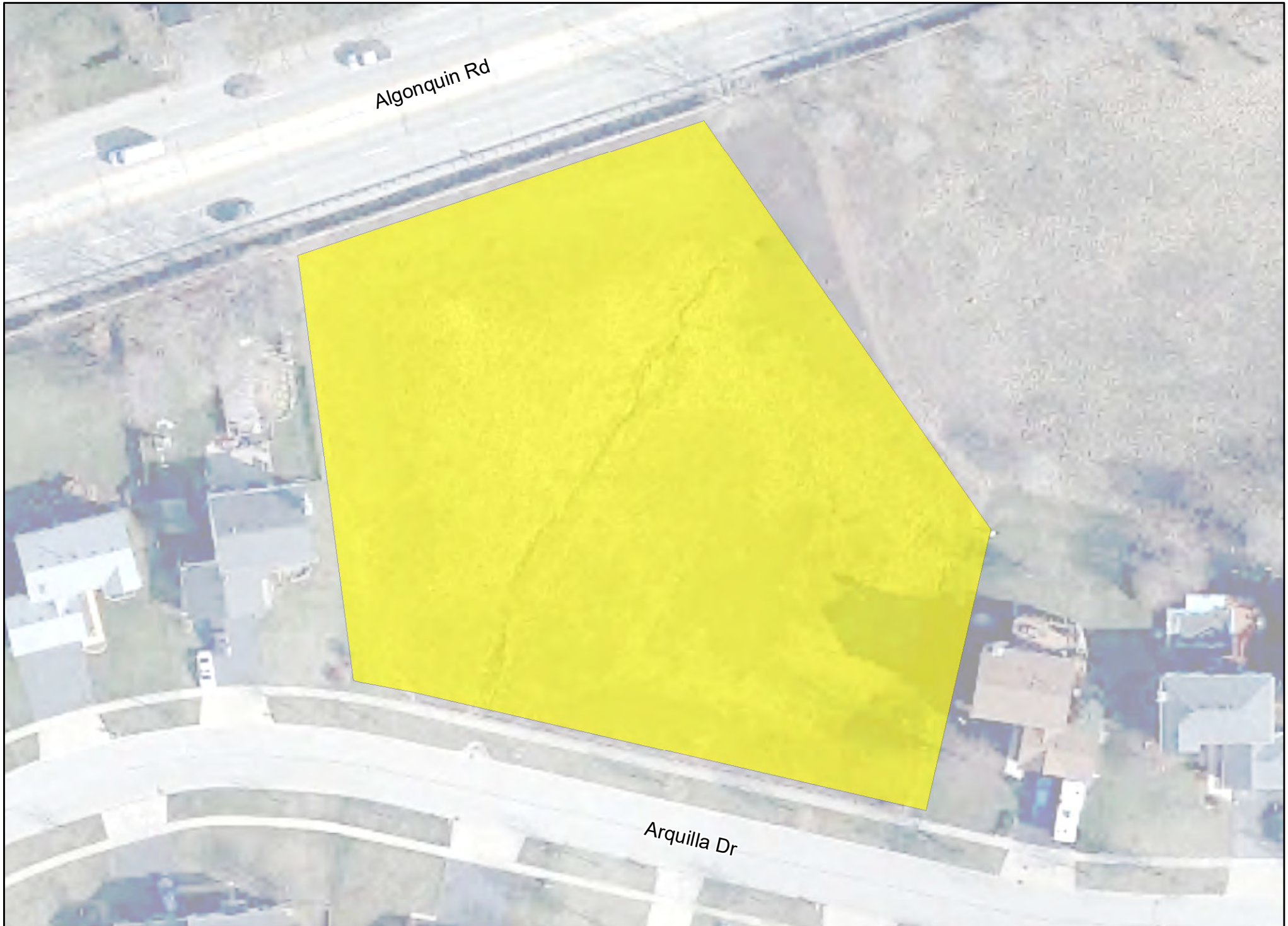
Village of Algonquin Ecologist/Horticulturist

Mobile (515) 460-7269

Email: Bradleyandresen@algonquin.org

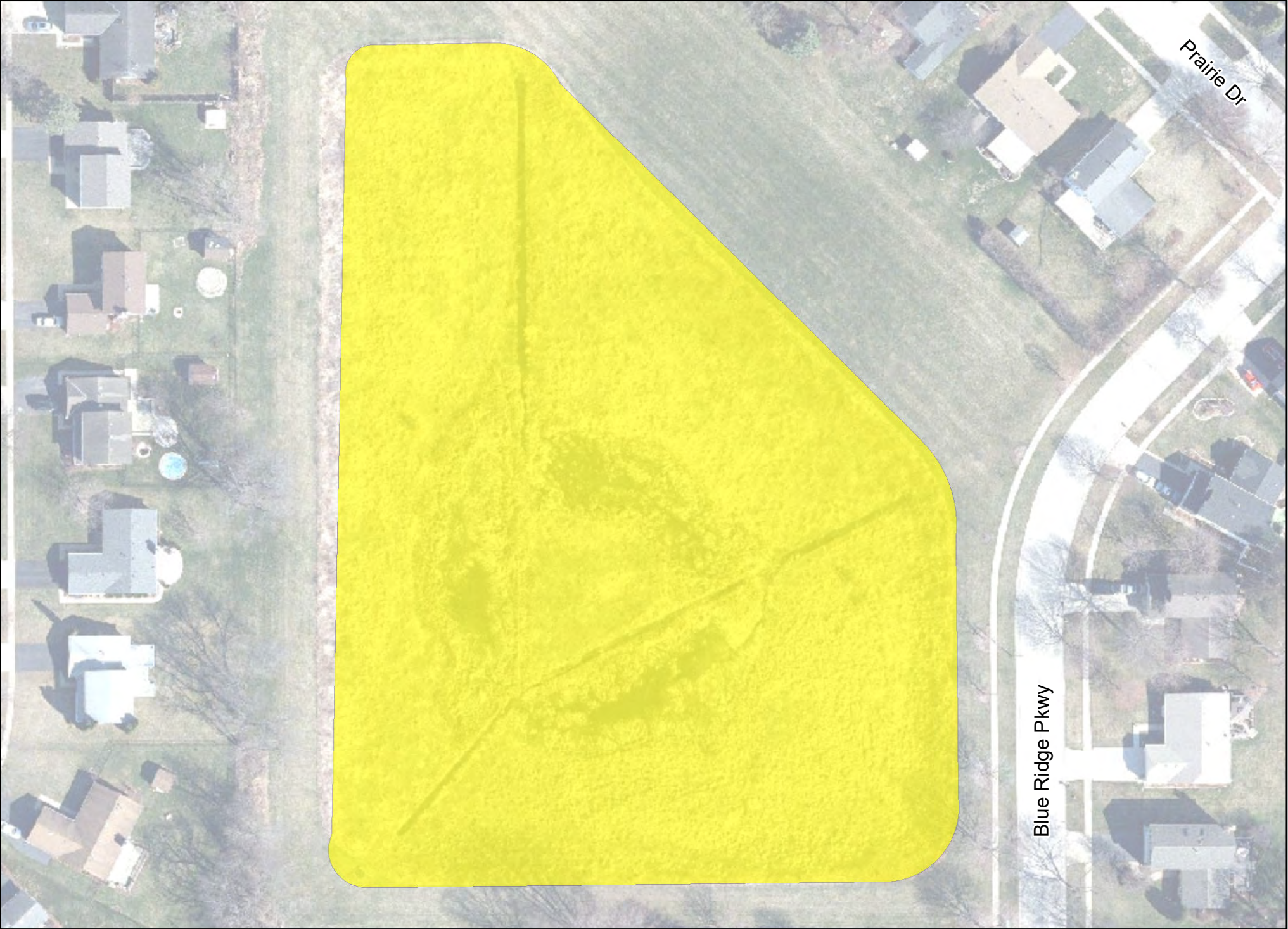
ARQUILLA DETENTION

1.31 Acres



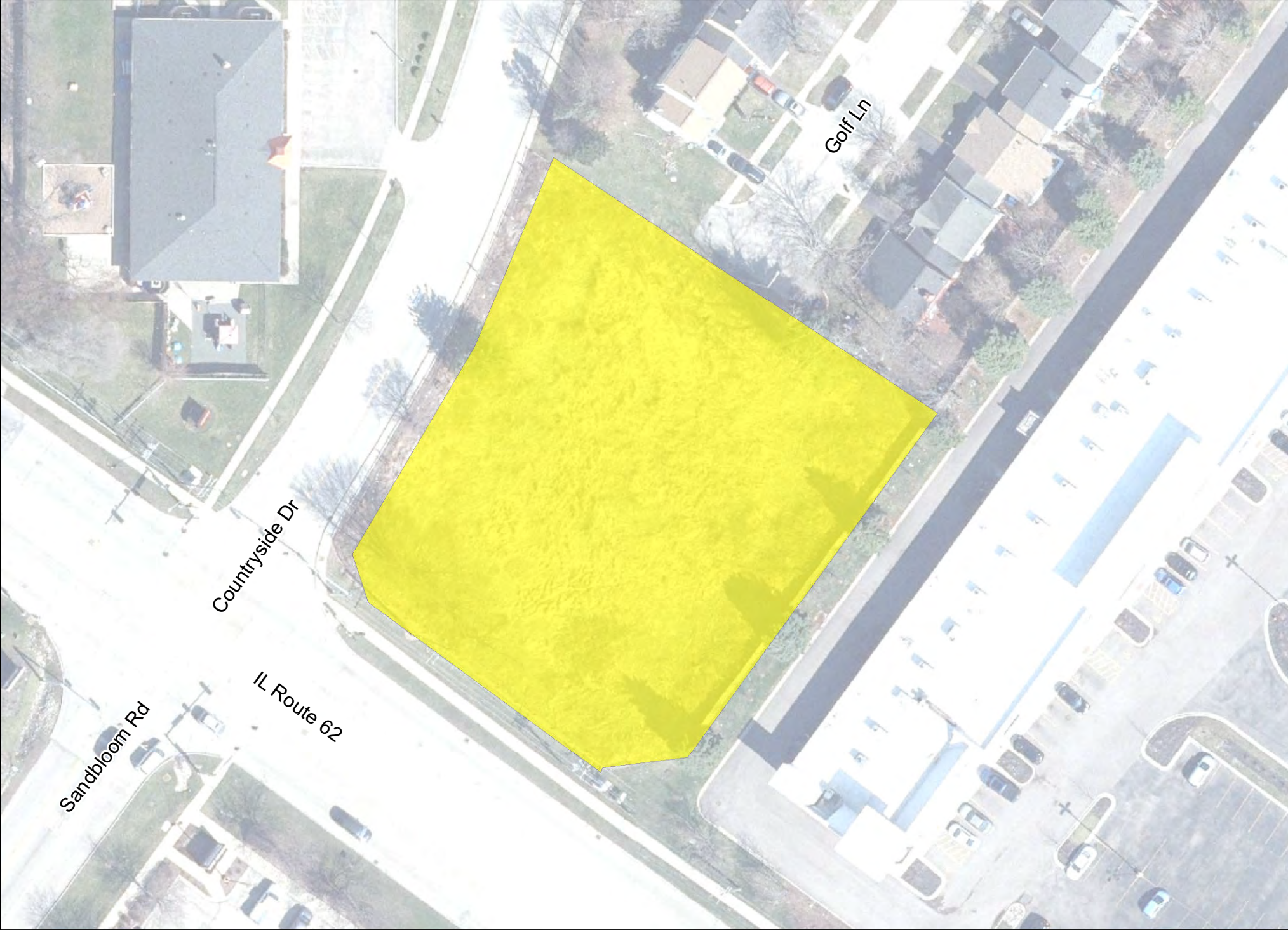
BLUE RIDGE DETENTION

3.33 Acres



COUNTRYSIDE DETENTION

0.86 Acres



Golf Ln

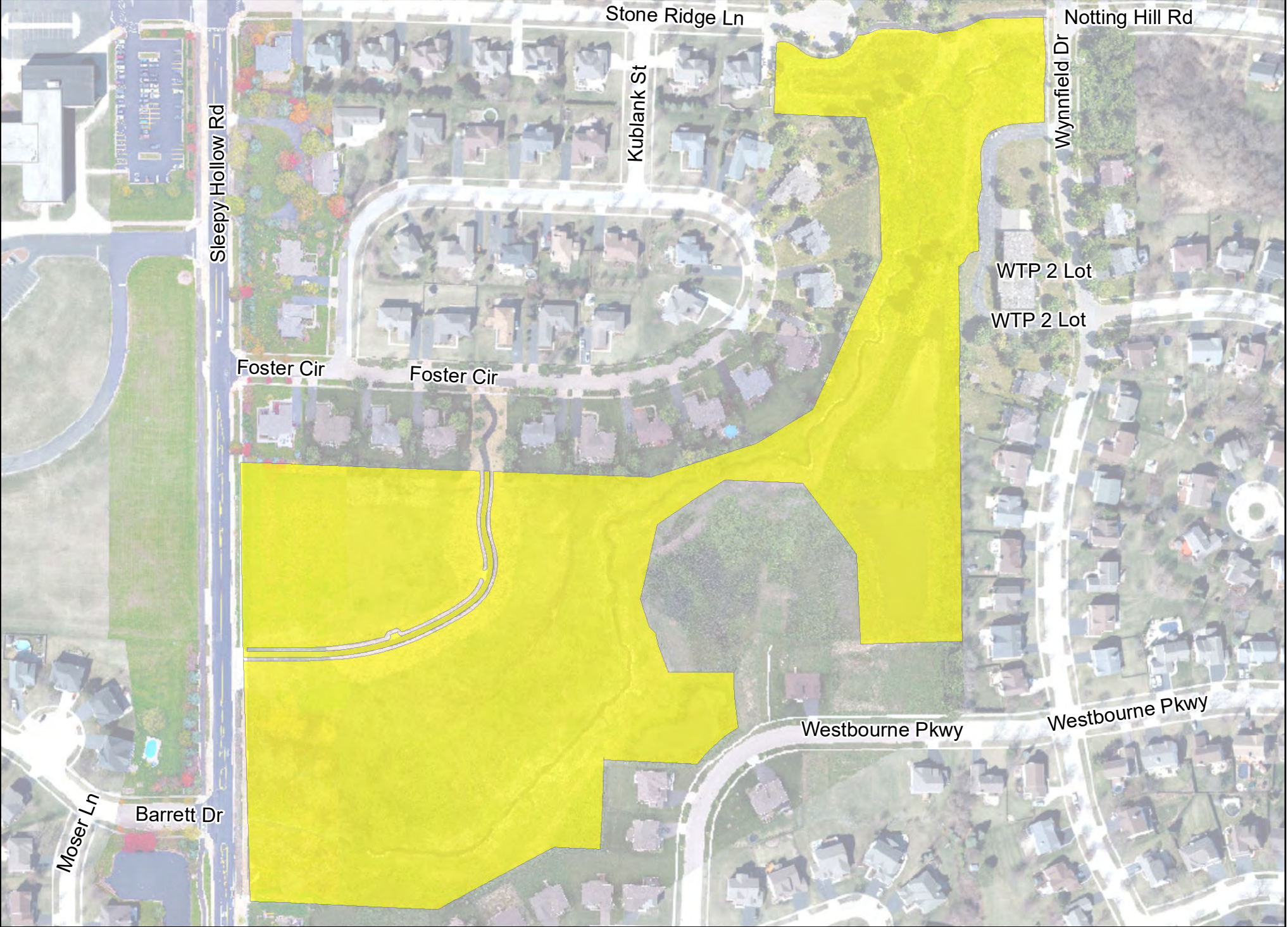
Countryside Dr

IL Route 62

Sandbloom Rd

DIXIE CREEK RIPARIAN CORRIDOR-SLEEPY HOLLOW TO WYN

19.04 Acres

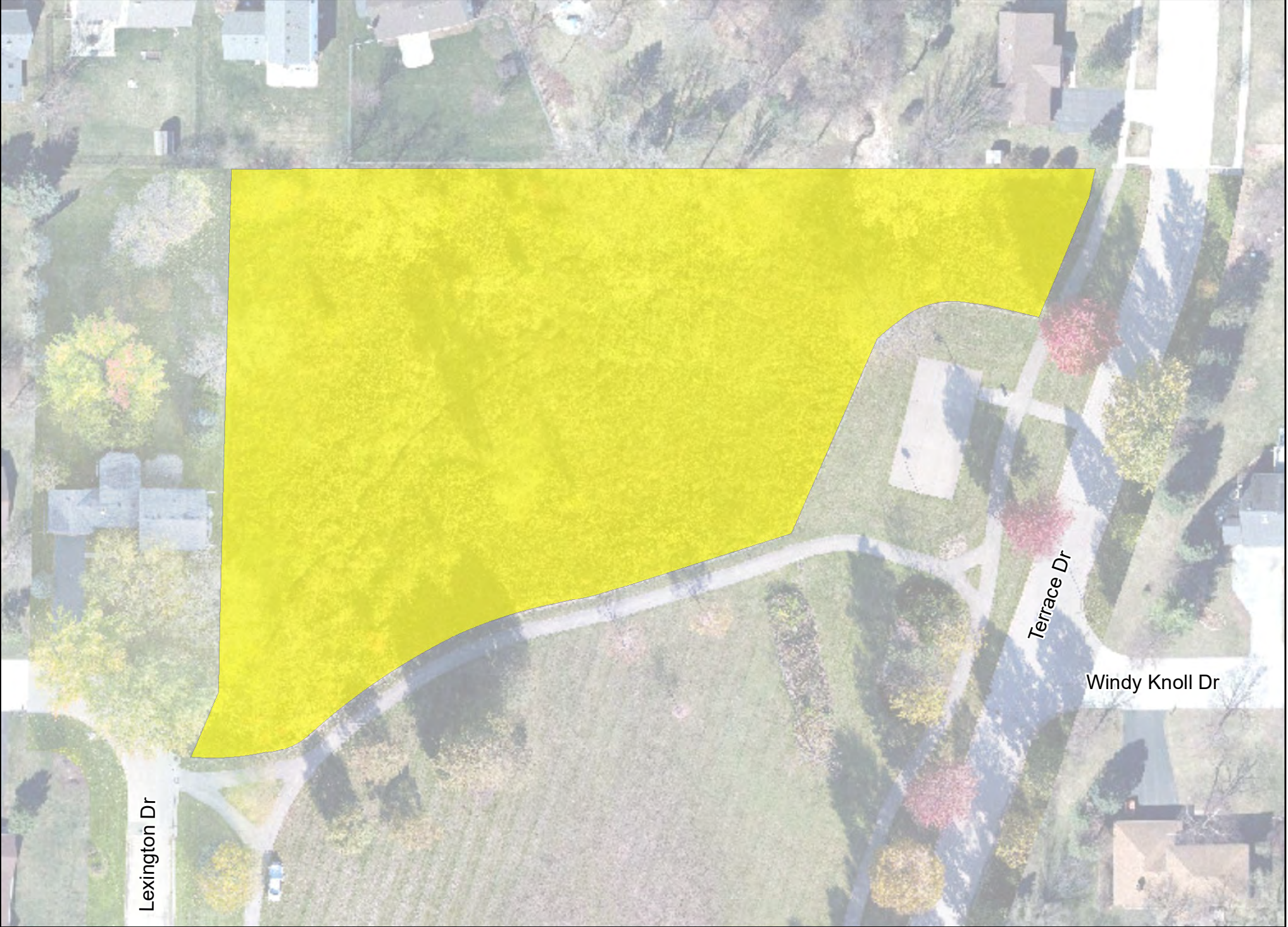


FALCON RIDGE NATURE PRESERVE - 6.0 Acres



GASLIGHT PARK BIRD & BUTTERFLY SANCTUARY

1.99 Acres



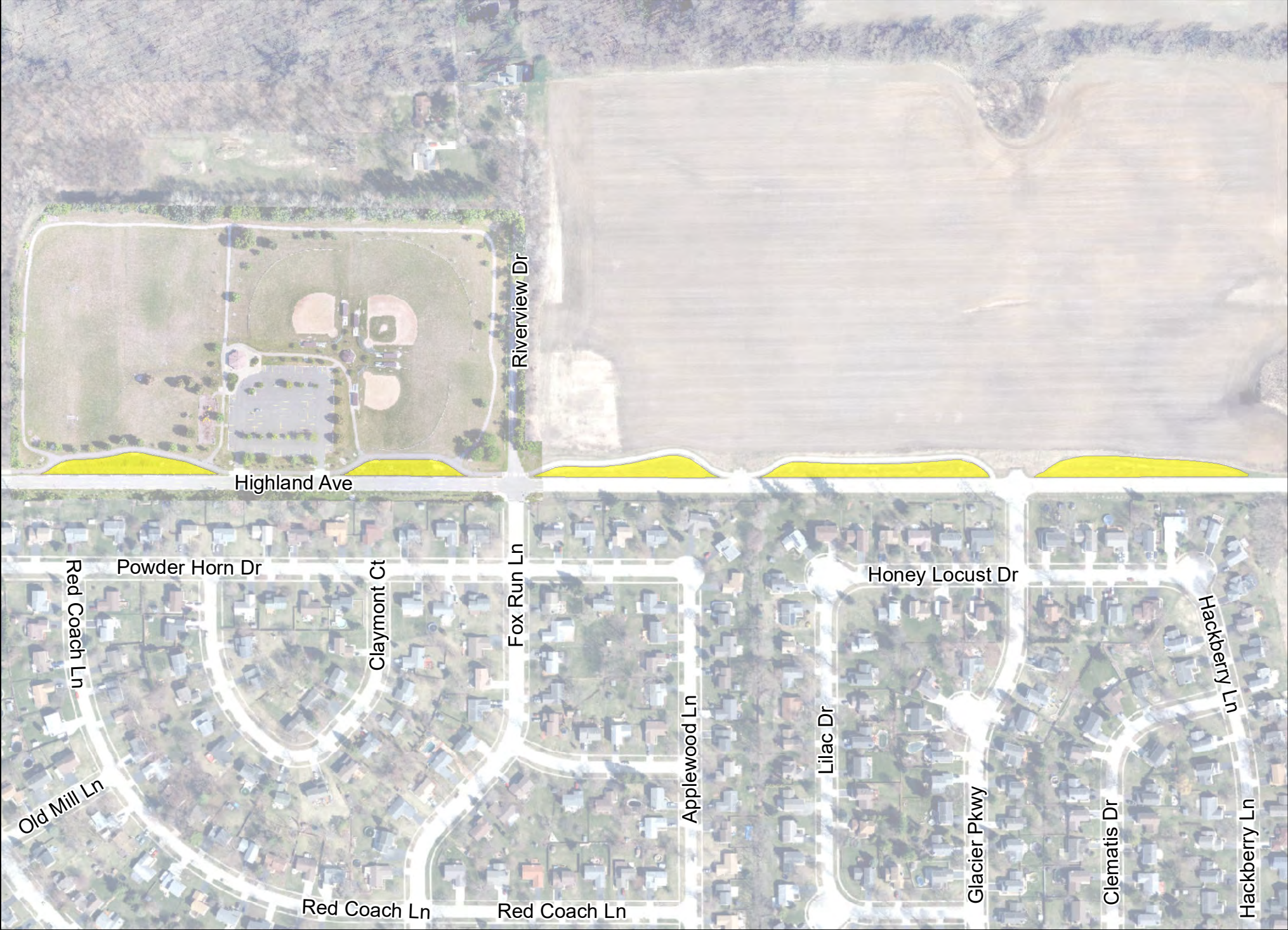
GRAND RESERVE PRAIRIE

4.57 Acres



HIGHLAND AVENUE DETENTIONS

1.7 Acres



HILL CLIMB PARK WOODLAND

4.08 Acres



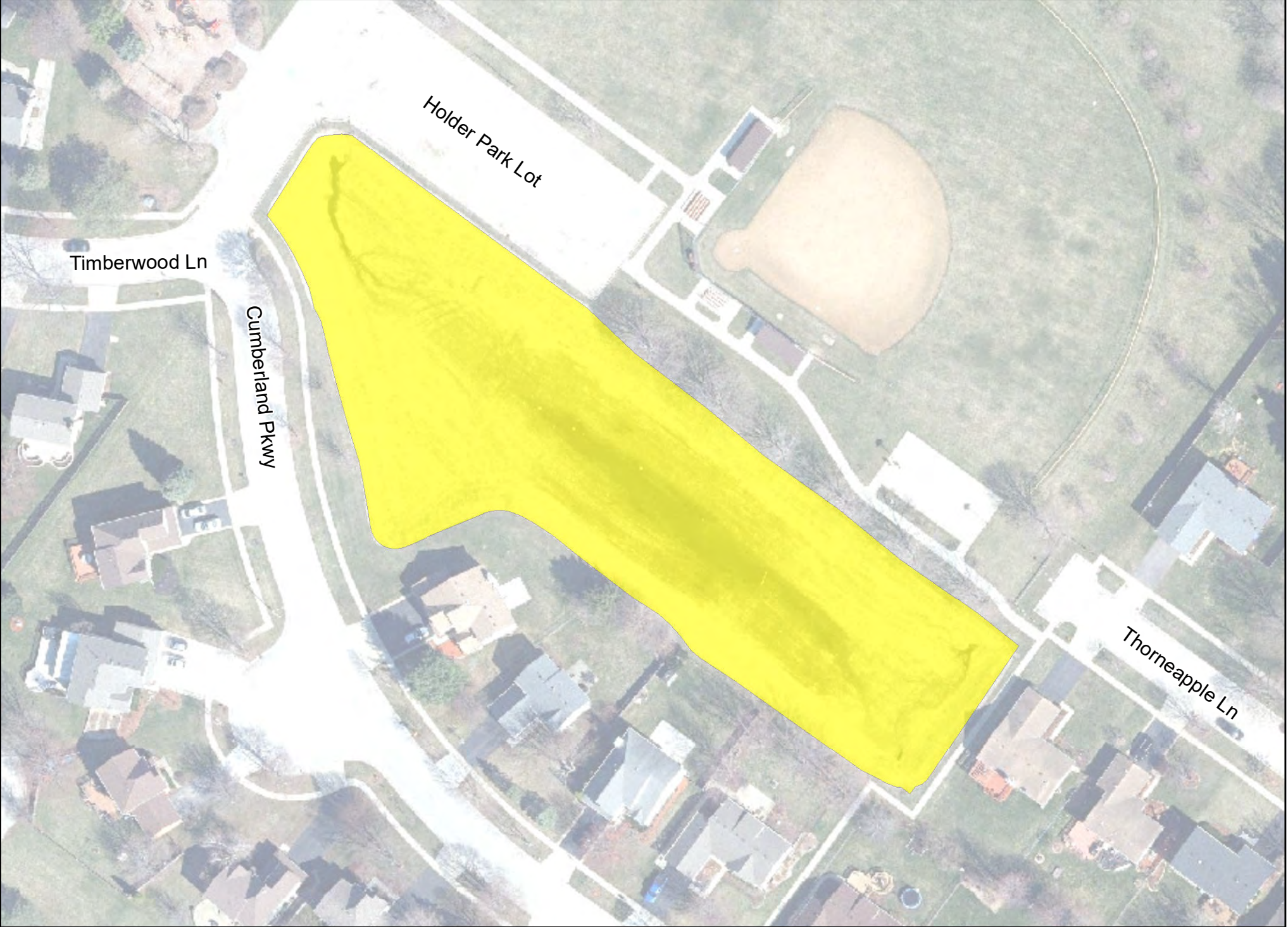
Circle Dr
Hill Climb Park North Lot

Huntington Dr

IL Route 31

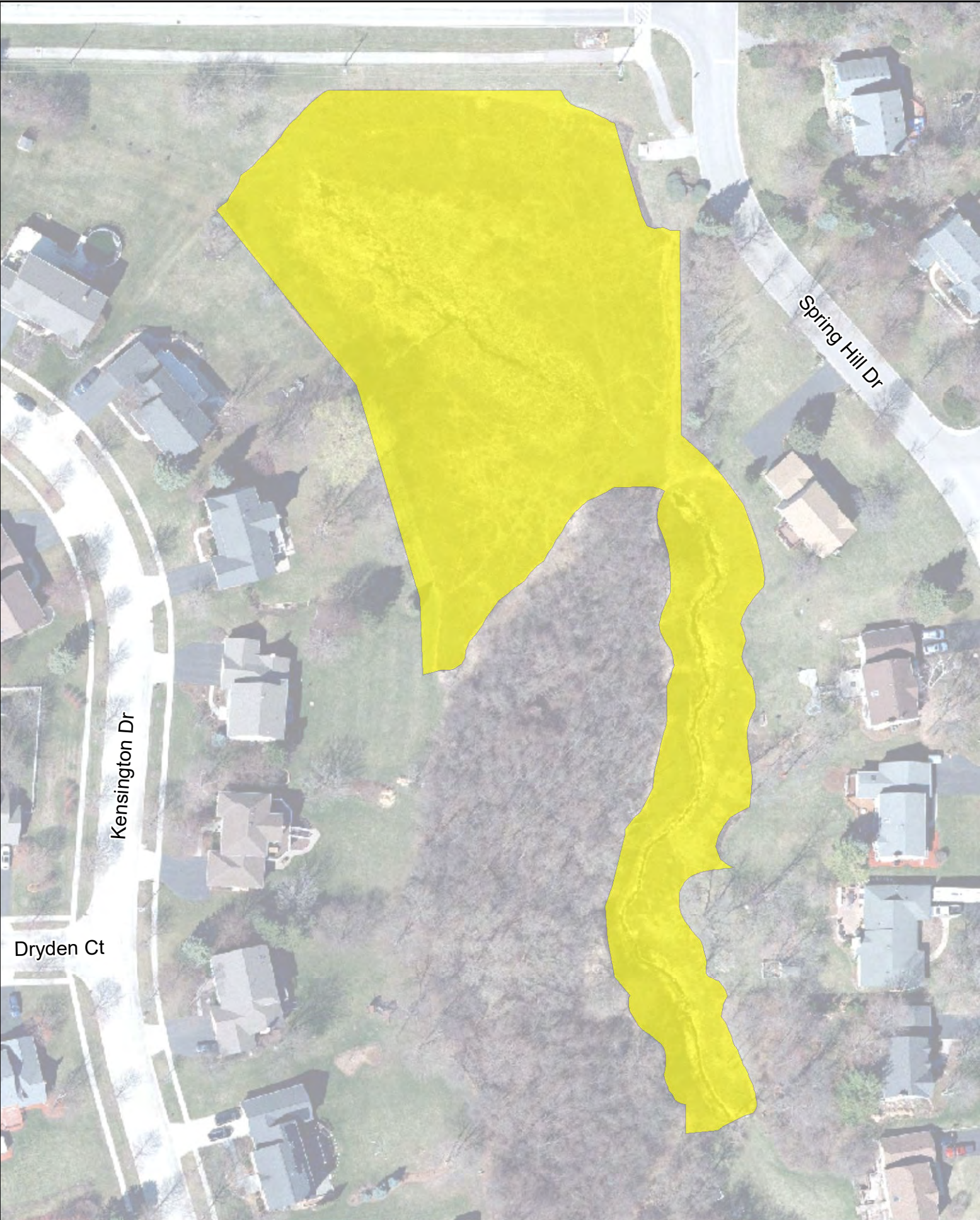
HOLDER PARK DETENTION

1.43 Acres



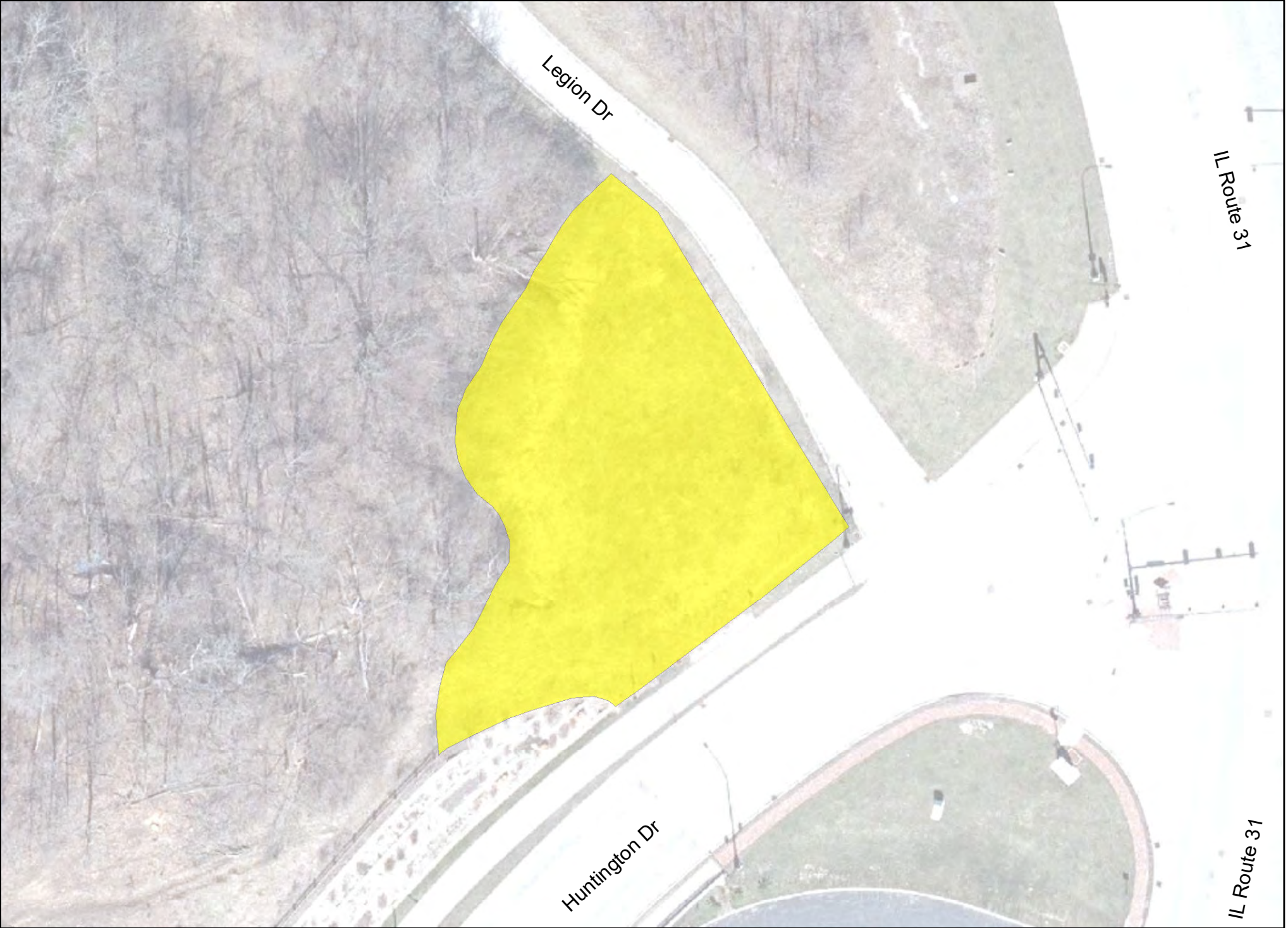
LAWNDALE PARK NATURE PRESERVE NORTH

2.33 Acres



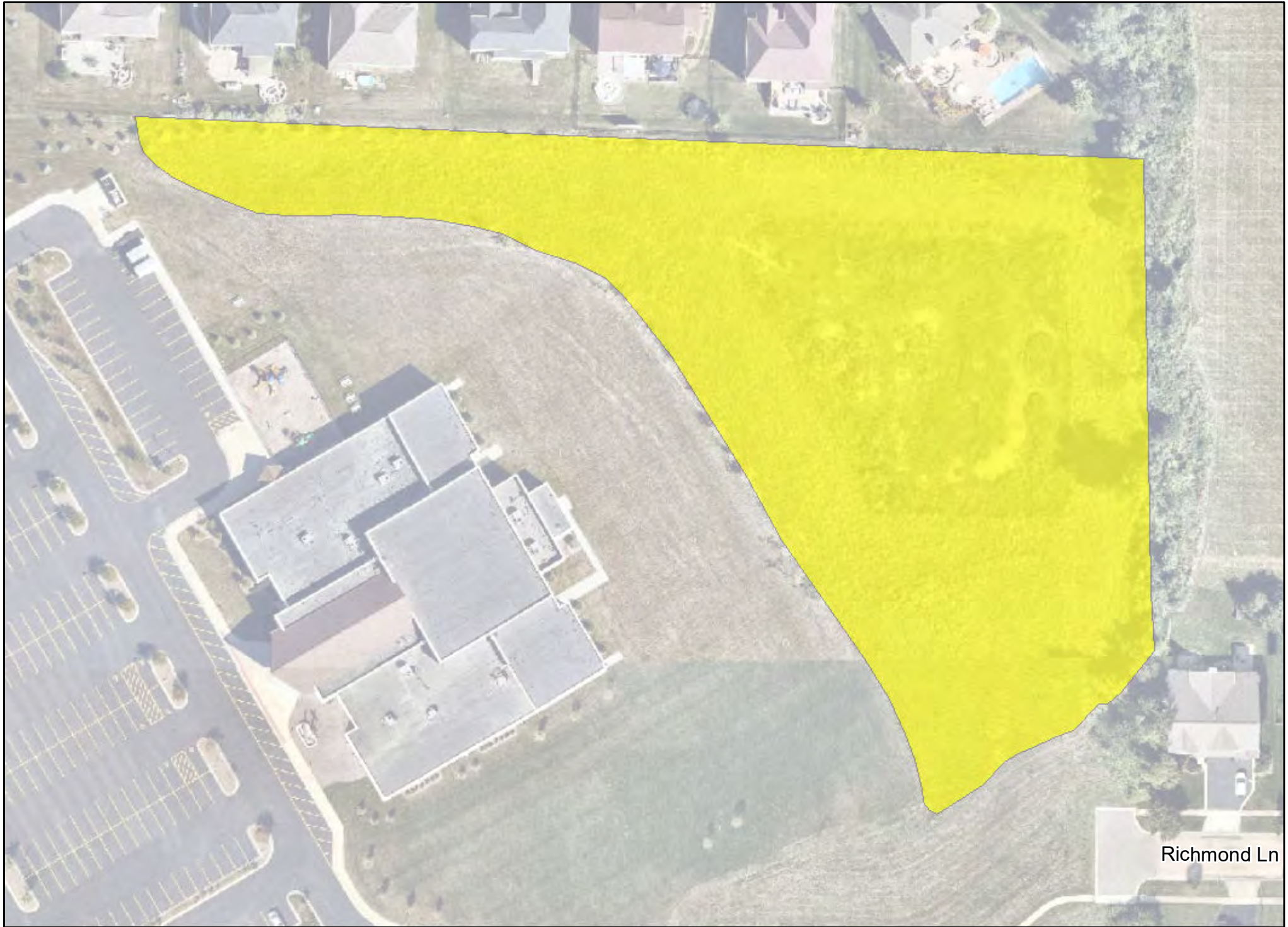
LEGION DRIVE PRAIRIE

0.32 Acres



LIGHT OF CHRIST DETENTION

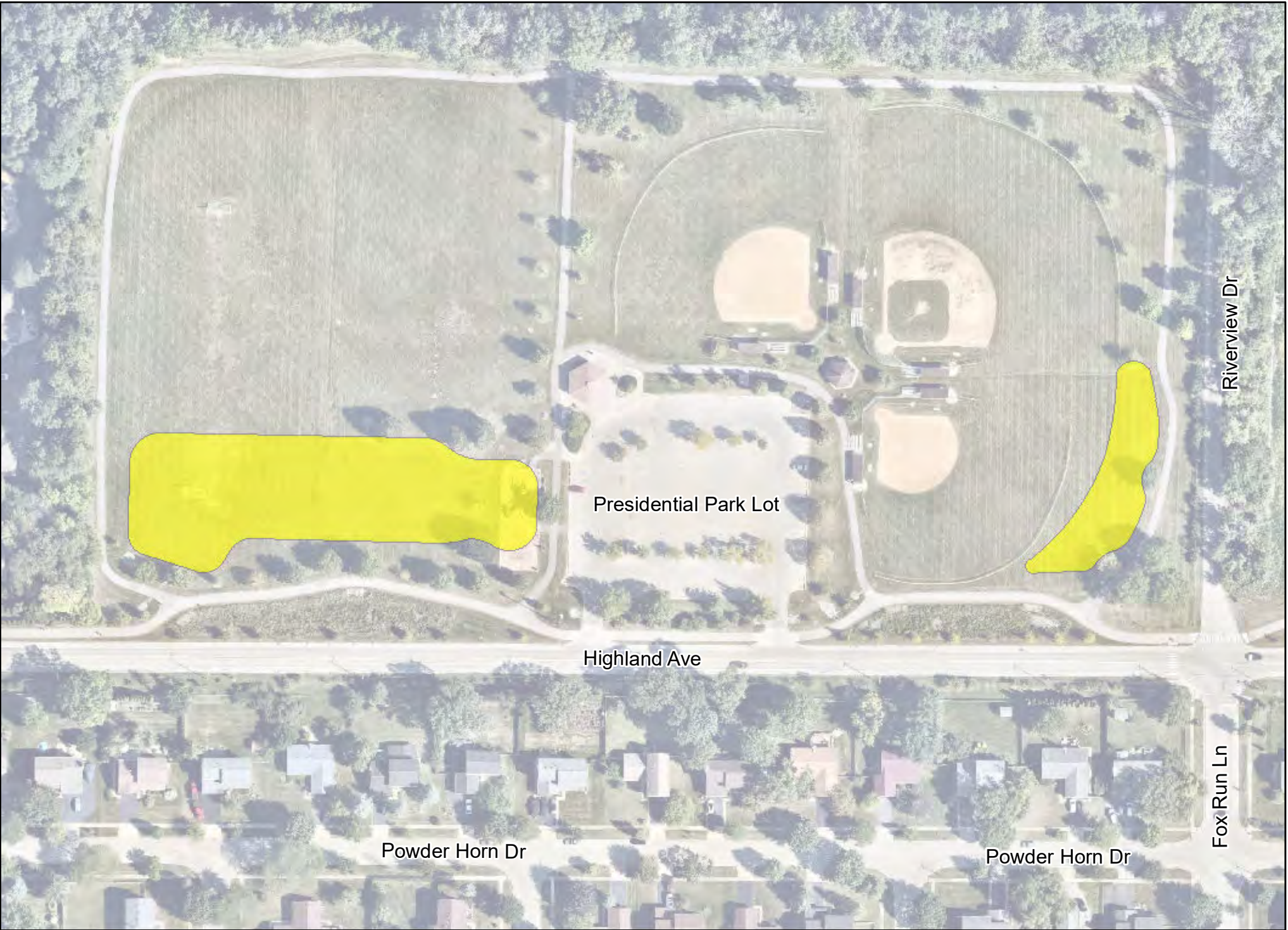
2.57376 Acres



Richmond Ln

PRESIDENTIAL PARK DETENTION BASINS

1.74 Acres



PUBLIC WORKS FACILITY PRAIRIE

1.77 Acres



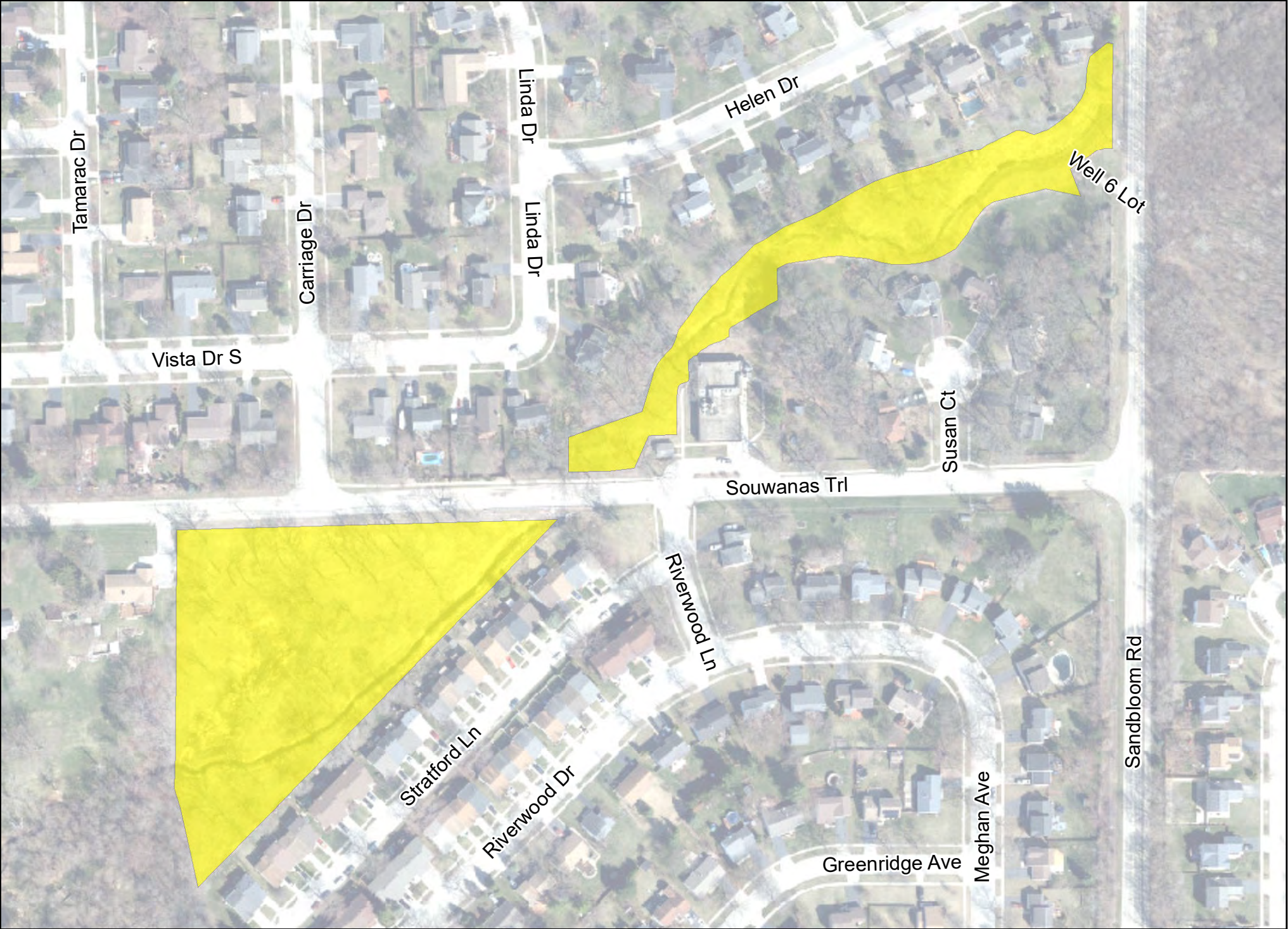
RIVERWALK MAIN STREET TO FOX RIVER

0.76 Acres



SOUWANAS CREEK RIPARIAN CORRIDOR

5 Acres



SPECTRUM NATIVE CORRIDOR

5.1 Acres



SPELLA PARK POLLINATOR SLED HILL

8.01 Acres



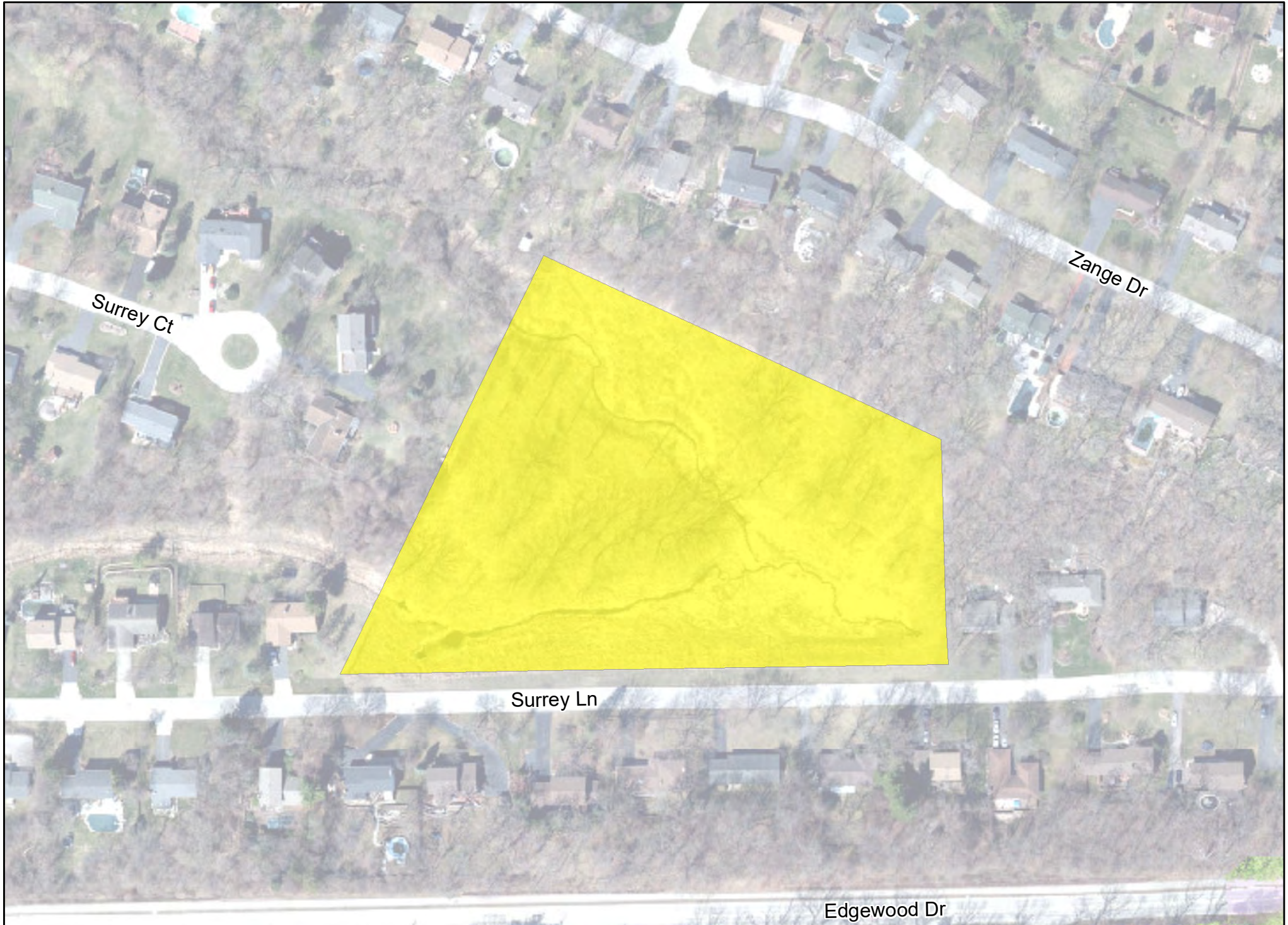
STONEYBROOK PARK DETENTIONS

0.38 Acres



SURREY LANE PRESERVE

5.91 Acres



TOWNE PARK PRAIRIE

3.95 Acres



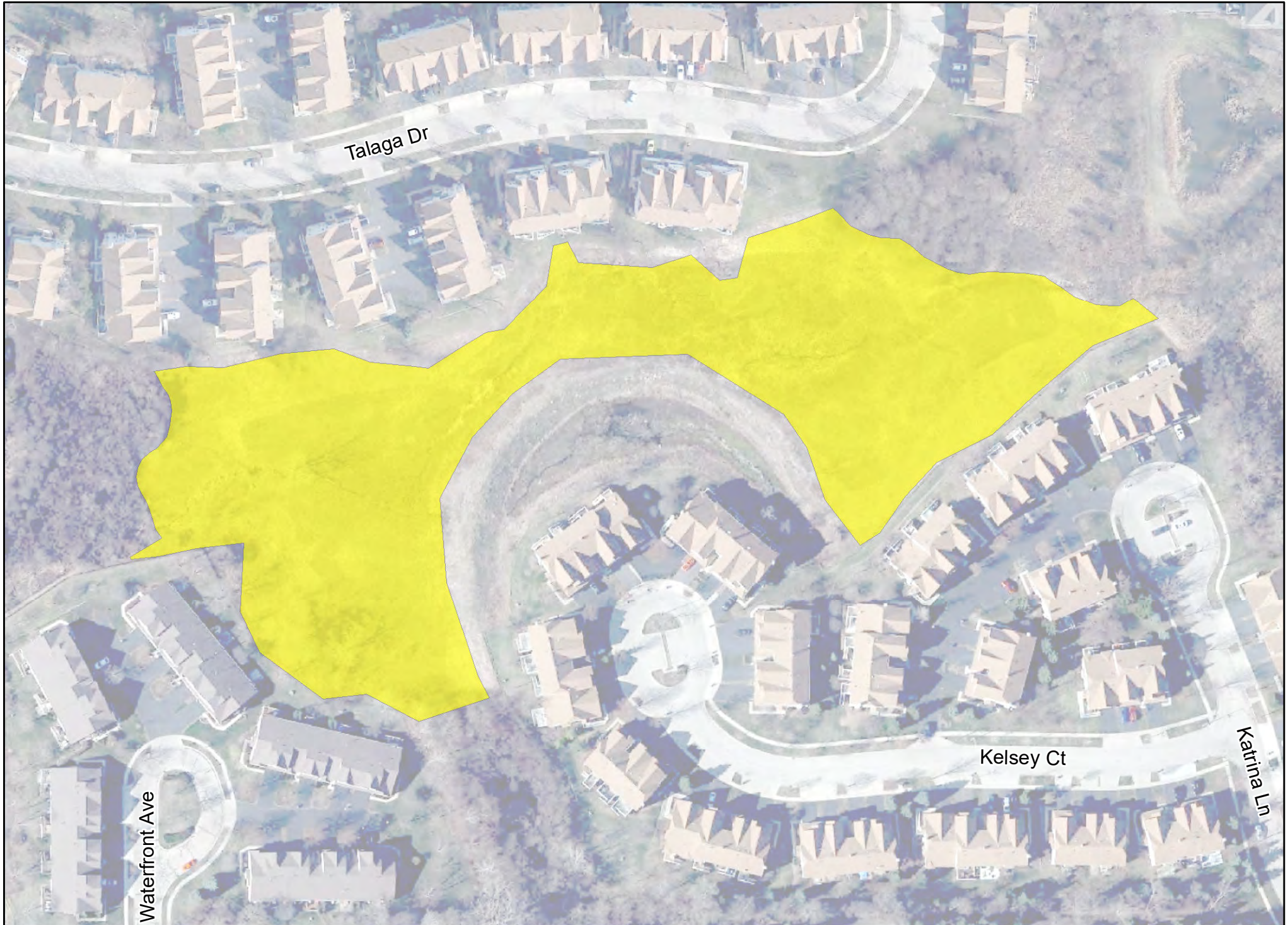
WESTERN BYPASS PRAIRIE

7.44 Acres



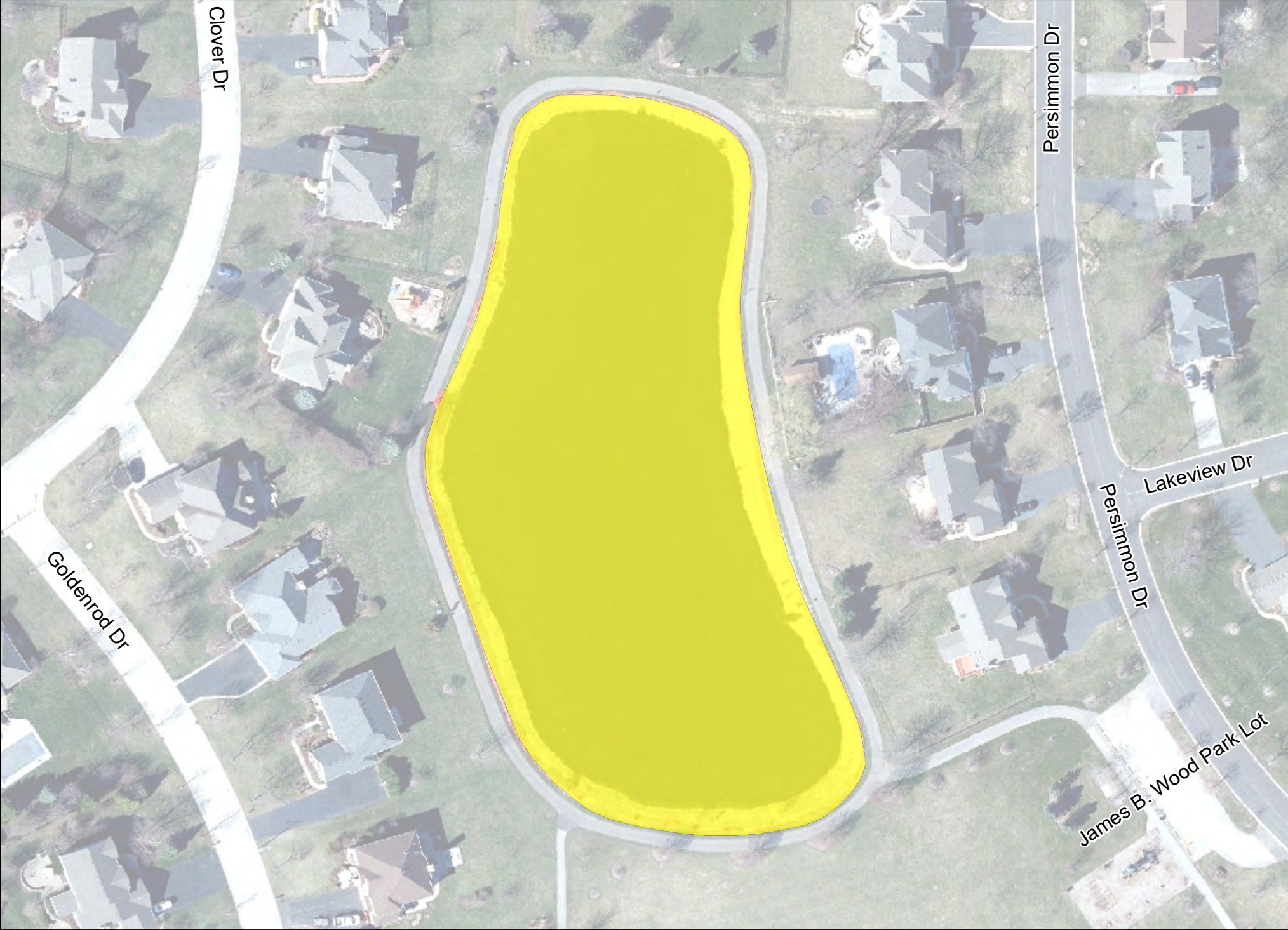
WINDING CREEK RIPARIAN CORRIDOR-TALAGA DR

4.38 Acres



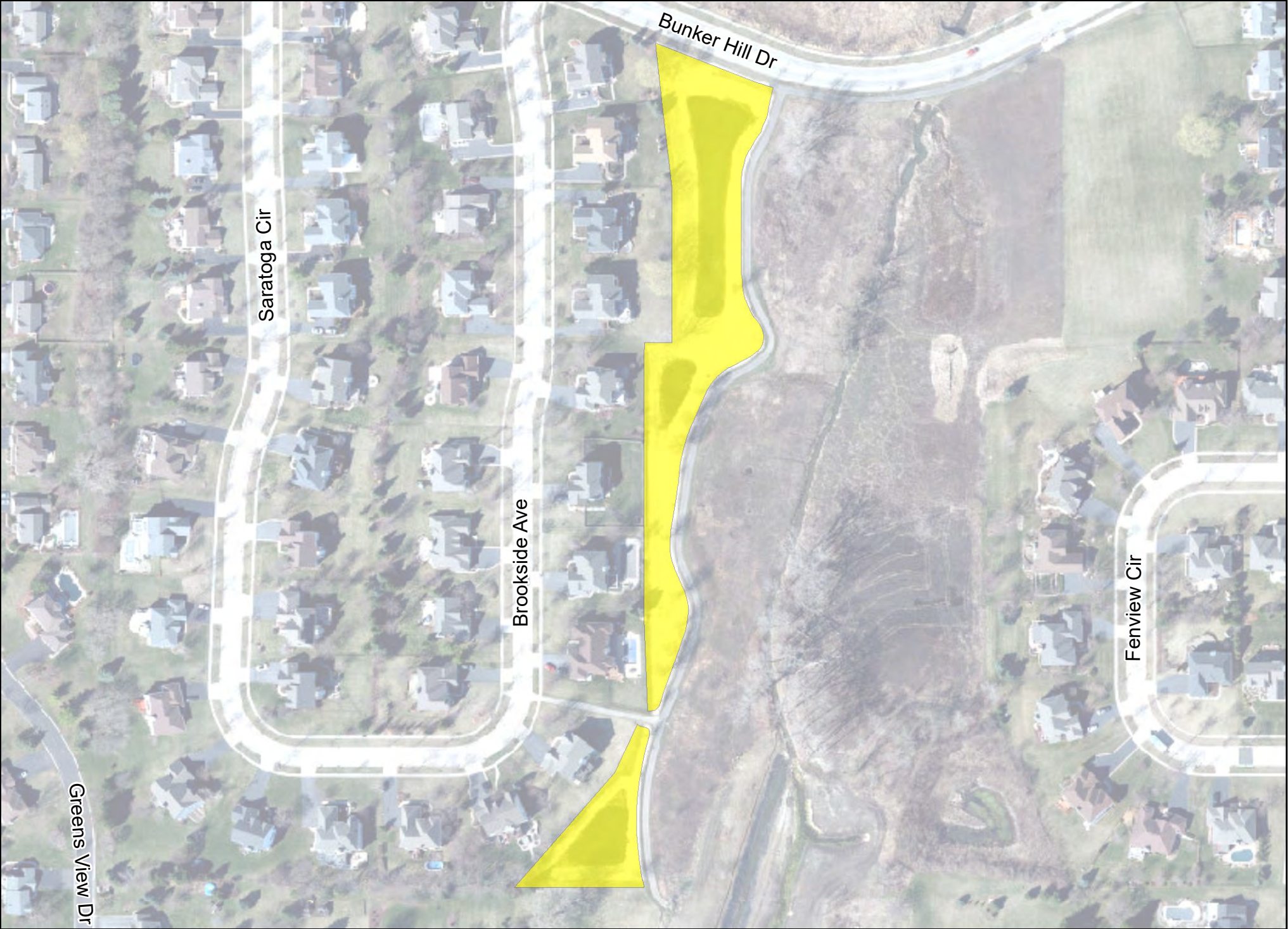
WOOD PARK DETENTION

2.52 Acres



WOODS CREEK TRAIL DETENTIONS

2.16 Acres



YELLOWSTONE DETENTION & WOODLAND

6.84 Acres



Blue Ridge Pkwy

Basin:
3.8 acres

Yellowstone Pkwy

Woodland:
3 acres

Cumberland Pkwy

Village of Algonquin Species Removal List

Forbs

Common Name	Scientific Name
Garlic mustard	<i>Alliaria petiolate</i>
Common ragweed	<i>Ambrosia artemisiifolia</i>
Giant ragweed	<i>Ambrosia trifida</i>
Wild chervil	<i>Anthriscus sylvestris</i>
Burdock	<i>Arctium minus</i>
Mugwort	<i>Artemisia vulgaris</i>
Musk thistle	<i>Carduus nutans</i>
chicory	<i>Cichorium intybus</i>
Canada thistle	<i>Cirsium arvense</i>
Bull thistle	<i>Cirsium vulgare</i>
Poison hemlock	<i>Conium maculatum</i>
Queen Anne's lace	<i>Daucus carota</i>
Teasel	<i>Dipsacus spp</i>
Dame's rocket	<i>Hesperis matronalis</i>
Motherwort	<i>Leonurus cardiaca</i>
Birdsfoot trefoil	<i>Lotus corniculatus</i>
Purple loosestrife	<i>Lythrum salicaria</i>
White sweet clover	<i>Melilotus alba</i>
Yellow sweet clover	<i>Melilotus officinalis</i>
Watercress	<i>Nasturtium officinale</i>
Wild parsnip	<i>Pastinaca sativa</i>
Crownvetch	<i>Securigera varia</i>
Sow thistle	<i>Sonchus arvensis</i>
Red clover	<i>Trifolium pratense</i>
White clover	<i>Trifolium repens</i>
Cattail *	<i>Typha x glauca</i>
Stinging nettle	<i>Urtica dioica</i>
Mullein	<i>Verbascum thapsus</i>

Grasses

Common Name	Scientific Name
Japanese stilt grass	<i>Microstegium vimineum</i>
Amur silver grass	<i>Miscanthus sacchariflorus</i>
Reed canarygrass	<i>Phalaris arundinacea</i>
Common reed	<i>Phragmites australis</i>

Trees and Shrubs

Common Name	Scientific Name
Box elder	<i>Acer negundo</i>
Tree of heaven	<i>Ailanthus altissima</i>

Black alder	<i>Alnus glutinosa</i>
Russian olive	<i>Elaeagnus angustifolia</i>
Autumn olive	<i>Elaeagnus umbellate</i>
Burning bush	<i>Euonymus alatus</i>
Glossy buckthorn	<i>Frangula alnus</i>
Common privet	<i>Ligustrum vulgare</i>
Honeysuckle	<i>Lonicera spp.</i>
Mulberry	<i>Morus alba</i>
Amur corktree	<i>Phellodendron amurense</i>
Cottonwood	<i>Populus deltoides</i>
Callery pear	<i>Pyrus calleryana</i>
Common buckthorn	<i>Rhamnus cathartica</i>
Black locust	<i>Robinia pseudacacia</i>
Multiflora rose	<i>Rosa multiflora</i>
Crack willow	<i>Salix fragilis</i>
Black willow	<i>Salix nigra</i>
Sandbar willow	<i>Salix interior</i>
Siberian elm	<i>Ulmus pumila</i>

Vines	
Common Name	Scientific Name
Porcelainberry vine	<i>Anthriscus brevipedunculata</i>
Oriental bittersweet	<i>Celastrus orbiculatus</i>
Poison ivy	<i>Toxicodendron radicans</i>
Grapevines	<i>Vitis spp.</i>

* Cattail control only at following sites:

Crystal Creek Main St to Fox River
 Gaslight Park
 Highland Ave Detentions
 Holder Detention
 Ratt Creek Tributary Riparian Corridor
 Stoneybrook Park
 Towne Park Prairie

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.
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.

VOA: _____

_____: _____

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.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with AT&T for the Dry Utility Relocation Project for Harrison, Washington and Jefferson Streets in the Amount of \$396,319.73, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT**

February 13, 2024

CWO- 225088

Project Number: A02JENJ

Customer Name: VILLAGE OF ALGONQUIN

Billing Address: 2200 HARNISH ROAD ALGONQUIN IL 60102

Contact Name: CLIFTON GANEK

Contact email Address: CLIFTONGANEK@ALGONQUIN.ORG

Contact Phone Number: (847) 658-1605

Site Location: HARRISON AND WASHINGTON ALGONQUIN IL

AT&T has received a request from you to perform the following work:

PHASE 2; Assume all miscellaneous digging will be done by Village contractor

Estimated Actual Cost Quote

Expenses	Amount
ENGINEERING LABOR	\$ 52,452.24
MATERIAL COST	\$ 15,119.16
CONSTRUCTION LABOR	\$ 319,961.38
CONTRACTOR COST	\$ 8,786.95
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 396,319.73
<i>Less Credits/Payments</i>	\$ 0.00
Estimated Balance Due	\$ 396,319.73

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.



CUSTOM WORK AGREEMENT

CWO-225088

Project Number: A02JENJ

This Custom Work Agreement ("Agreement") is entered into by and between

Illinois Bell Telephone Company d/b/a AT&T

(hereafter "AT&T") and

VILLAGE OF ALGONQUIN

(Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from February 13, 2024 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO-225088

Project Number: A02JENJ

Date Quote Expires: 4/14/2024

AT&T Design Engineer: PATEL, HEMU <hp813j@att.com>

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Tristram Villiers Digitally signed by Tristram Villiers
Date: 2024.02.13 13:40:17 -06'00'
CWO Manager

Title: Village President

Phone Number: (262) 347-9541

Company: Village of Algonquin

Email Address: TV326H@ATT.COM

Printed Name: Debby Sosine

Date: February 13, 2024

Date: March 5, 2024

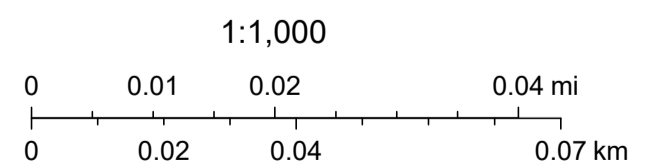
Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

North Side - Overhead Utility Relocation Locations



2/13/2024, 5:31:56 PM

- Road Centerlines
- Not in Village
- Boundaries - Village Limit

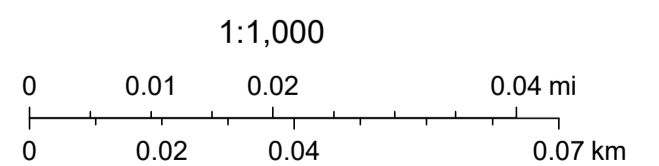


South Side - Overhead Utility Relocation Locations



2/13/2024, 5:30:53 PM

- Road Centerlines
- Not in Village
- Boundaries - Village Limit





2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Bulley & Andrews Masonry Restoration for the Mineral Springs Restoration Project in the Amount of \$102,773.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: February March 5, 2024

Purchase Order No : N/A

Project: Mineral Springs Restoration

Location: Towne Park

Originating Department: Water Treatment

Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2754 Contact: Michele Zimmerman	Name: BAMR Address: 1755 West Armitage Ave Chicago, IL 60622 Phone: 773-235-2433 Contact: Kyle Schoenhofen	Name: N/A Address: Phone: Fax: Contact:

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$102,773.00

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

General Contract, dated _____, 2018

Specification No(s): _____, dated _____, 2018

Plans dated : _____

Addendum No(s): _____

Other: Attached Proposal

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Mineral Springs Restoration Option 2 per attached proposal	\$102,773.00	\$102,773.00
			TOTAL	\$102,773.00

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE 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 Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR:

By: _____
 Authorized Representative

Dated: _____

PURCHASER: Village of Algonquin

Title: _____

Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Contractor/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 the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.
- 4. Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards
- 5. Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
- 6. Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
- 7. Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to 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 Village deems necessary to establish compliance with this provision.

10.2 Contractor/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 Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns 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 the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/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 Contractor/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 attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/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 Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

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

16. 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 Purchase 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 Agreement.

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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 Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

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

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:

Authorized Representative

Date

January 3, 2024

Doug Fair
Hitchcock Design Group
22 E. Chicago Avenue, Suite 200A
Naperville, Illinois 60540

Re: **Mineral Spring Restoration**
100 Jefferson Street
Algonquin, IL, 60102

Mr. Fair,

Bulley & Andrews Masonry Restoration, LLC hereby recommends the following budget to provide all supervision, labor, equipment, material, and insurance to perform the restoration work based on email request, for Mineral Spring.

Option 1 - We recommend a budget of \$91,773.00

1. Acquire necessary permits to perform the work.
2. Remove and clean twenty-four concrete treads from the top three rows.
3. Demo the bottom most row.
4. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.
5. Demo the existing cap and collar and replace in kind.
6. Clean site of any dirt or debris.

Option 2 - We recommend a budget of \$102,773.00

7. Acquire necessary permits to perform the work.
8. Remove and clean twenty-four concrete treads from the top three rows.
9. Demo the bottom most row.
10. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.
11. Demo the existing cap and collar and replace with new design. We have included a material allowance of \$11,000.00 for this work.
12. Clean site of any dirt or debris.

Option 3 - We recommend a budget of \$112,773.00

13. Acquire necessary permits to perform the work.
14. Remove and clean twenty-four concrete treads from the top three rows.
15. Demo the bottom most row.
16. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.

17. Demo the existing cap and collar and replace with new center fountain feature. We have included a material allowance of \$21,000.00 for this work.
18. Clean site of any dirt or debris.

Conditions & Qualifications

- Access to perform all the specified work is assumed.
- We assume free use of Owner utilities such as water, electric, etc.
- Owner shall provide 1 electrical outlets and connection (220V, single-phase, 30 amp).
- Labor rates are valid until June 1, 2024.
- Typical work hours are from 7:30am to 4:00pm, Monday through Friday.
- Premium time not included.
- All work will be performed by qualified union workers.
- Interior finishes and protection by others.
- Replacement of landscaping by others.
- We have not included any fees associated with ComEd.
- We exclude all costs and schedule delays associated with the discovery of hazardous materials (asbestos, lead paint, etc.).
- We exclude all independent testing services (concrete, soils, steel, etc.).

Very truly yours,
Bulley & Andrews Masonry Restoration, LLC



Cody Cummings
Project Manager



Kyle Schoenhofen
Planning & Strategy Executive

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.
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.

VOA: _____

_____: _____

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.

VOA: _____

_____: _____



E-mail DISTRICT

Reset Form

District	County	Resolution Number	Resolution Type	Section Number
1	McHenry		Original	24-0000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Algonquin Illinois that there is hereby appropriated the sum of one million seven hundred sixty four thousand four hundred sixty dollars and no cents Dollars (\$1,764,460.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Algonquin shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ Month, Year _____.

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)



Local Public Agency General Maintenance

E-mail DISTRICT Reset Form

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Beginning	Ending
Village of Algonquin	McHenry	24-00000-00-GM	01/01/24	12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
I) Snow/Ice Removal - Lake County MPI Bid	I	No	Rock Salt	Ton	3,000	\$86.00	\$258,000.00	\$258,000.00
(II) Snow/Ice Removal	IIA	No	Liquid De-Icer	Gal	12,500	\$2.00	\$25,000.00	\$25,000.00
(III) Concrete Repairs - Local Bid	IIB	No	Outside Contractor	SqFt	35,000	\$10.00	\$350,000.00	\$350,000.00
(IV) Resurfacing	IIA	No	Asphalt	Ton	384	\$65.00	\$24,960.00	\$24,960.00
(V) Road Patching/Repair - Local Bid	IIB	No	Outside Contractor	SqYd	1,900	\$110.00	\$209,000.00	\$209,000.00
(VI) Bike Path Repair - Local Bid	IIB	No	Outside Contractor	SqYd	200	\$110.00	\$22,000.00	\$22,000.00
(VII) Pavement Marking - McHenry County DOT Bid	IIB	No	Outside Contractor	lf	18,000	\$5.00	\$90,000.00	\$90,000.00
(VIII) Street Sweeping - Local Bid	IIB	No	Outside Contractor	Cycle	16	\$10,000.00	\$160,000.00	\$160,000.00
(IX) Storm Sewer Cleaning - Local Bid	IIB	No	Outside Contractor	Each	860	\$175.00	\$150,500.00	\$150,500.00
(X) Street Light Maintenance	IIB	No	Outside Contractor	n/a	1	\$300,000.00	\$300,000.00	\$300,000.00
(XI) Tree Removal-Local Bid	IIB	No	Outside Contractor	Each	300	\$500.00	\$150,000.00	\$150,000.00
(XII) Crack Sealing	IIB	No	Outside Contractor	lf	12,500	\$2.00	\$25,000.00	\$25,000.00
Total Operation Cost								\$1,764,460.00
Add								

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Algonquin	McHenry	24-00000-00-GM	01/01/24	12/31/24

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$74,960.00			\$74,960.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,689,500.00			\$1,689,500.00
Maintenance Total	\$1,764,460.00			\$1,764,460.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				

Total Estimated Maintenance	\$1,764,460.00		\$1,764,460.00
------------------------------------	----------------	--	----------------

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By Entry Date

Instructions for BLR 14222 - Page 1 of 4

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

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

When submitting the form via USPS mail, submit a minimum of three (3) signed original must be submitted to the Regional Engineer's District office. This form may be submitted electronically with electronic signatures.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File

IDOT Department Use Only The Following fields are for IDOT use only.

Received

Location Enter the location received from the drop down.

Date Enter the date the document was received.

WMFT Entry

By Enter the name of the person entering the information into the WMFT system.

Date Enter the date on which the information was entered.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Advanced Security Technologies for the Purchase of the Modular Vehicle Barrier 3X System in the Amount of \$151,859.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Bringing Advanced Technologies to the Security World

21 February 2024

Chief Dennis Walker
ALGONQUIN POLICE DEPARTMENT
2200 Harnish Drive
Algonquin, Illinois 60102

Tel: 847-658-4531

E-Mail: denniswalker@algonquin.org

**REFERENCE: Modular Vehicle Barrier 3X System
60 MVB 3X Trailer System Proposal and Contract #: 120723A**

Dear Chief Walker,

Thank you very much for your interest in the MVB 3X Modular Vehicle Barrier System. Please find specifications and pricing information enclosed for your review.



A. System Advantages:

1. One person to assemble, deploy and dismantle
2. One minute to connect each unit
3. Quick perimeter access in case of an emergency
4. System can be used as an operational gate
5. No tools required for assembly
6. Zero maintenance
7. Folds for easy carrying
8. Easy to store
9. Modular – adapts to any road width

B. Modular Vehicle Barrier Specifications:

1. Barriers must be certified to ASTM-F2656-15.
2. Barriers must be certified to ASTM/PAS 68 & IWA standards.
3. Barrier System must be modular and adaptable to any road width.
4. Spacing between barriers must be 21”.
5. Each complete MVB3X unit must weigh less than 55 lbs.

6. Each unit dimensions: L~46.5", W~21", H~32".
7. Tools shall not be required. System is to be assembled with pins.
8. Barriers must have the ability to be folded for transportation.
9. MVB3X units must have the option to pivot and transition into an operational gate.
10. MVB3X units must have the option of slide wheels.
11. MVB3X pivoting section shall be modular (meaning user can decide how many sections to open).
12. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
13. Barriers must be able to be deployed by one person.
14. Bottom edges of the barriers shall be protected by aluminum covers (for pedestrian safety).
15. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
16. MVB3X units shall have multi-terrain capability.
17. MVB3X units shall not require any maintenance.
18. Magnetic sequential lights shall attach to MVB3X units.

C. MVB3X Transport Trailer Specifications:

1. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
2. The Trailer must be New/Unused.
3. Trailer to include drip rails.
4. Trailer can hold up to 60 MVB3X units + Pivots.
5. 60 unit trailer will have 5 doors on each side
6. Trailers shall be 16 feet long.
7. Trailer shall be 101.5" wide.
8. Trailer shall be tandem axel.
9. 14,000 lb. hauling capacity.
10. Electric brakes.
11. LED lighting.
12. 15,000 pound safety chain.
13. Trailer will come equipped with a 2 5/16" hitch.
14. Spare wheel + Tire ST225/75/R12 (6 Lug).
15. All containment steel shall be powder coated.
16. MVB3X barriers can be loaded/stored from both sides.
17. Each MVB3X unit has its own dedicated slot for safe transport.
18. Each MVB3X is locked in place for transport with secondary retainment system.
19. Unit shall have Stainless Steel latches & hinges.
20. Zinc coated steel rivets.
21. Zinc coated nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has locks for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

D. Sequential Lighting Specifications

1. 24+ hours of continuous flash.

2. Charge all flares at once.
3. Visible range of 3,000+ feet
4. 6 hour recharge time from completely dead battery.
5. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
6. 30,000 lbs crush strength.
7. Flare specification: Weight = .5 lbs.
Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
8. 10 Set specification: Weight with flares = 7 lbs,
Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

E. Pricing Information

60 X MVB3X Unit Trailer – Provides Up to 8 Lanes of Closure per Trailer

System Number	Description	Unit Price	Quantity	Extended
AST3X-60/60-240206-30-B3	60 MVB3X Capacity Fully Loaded Trailer System	\$151,859	1	\$151,859
Freight	F.O.B. Destination	Included	1	Included
AST Services	On-Site Equipment Training (Fee Waived)	Included	1	Included
			Total	\$151,859

Individual Trailer System Inventory

Description	Quantity	Description	Quantity
Trailer with capacity for 60 MVB3X Units and accessories	1	Fixed Slide Wheels	2
MVB3X Units	60	Rotating Slide Wheels	6
Pivot Units	24	Set of 10 Sequential Lights	3
Large Storage/Shipping Box	4	Banner – Single Lane	3



60 MVB3X Capacity Trailer with Five Compartments per Side

Note:

1. Pivot units are only required for the purposes of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates do not require the use of pivot units. The number of pivots can be modified based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. This proposal reflects the inventory of a standard, fully loaded 60 MVB 3X trailer, but, can be custom tailored to meet the specific operational requirements of the purchasing agency.

F. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes are levied they will be paid for by the purchaser.
3. Delivery: 8-10 weeks ARO – depending on material availability.
4. Payment terms – 50% down payment 50 % net 30.
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please sign on the lines below to accept this proposal and contract.

Date: 21 February 2024

Randall D. Lofland, Sales Director, Advanced Security Technologies LLC

Debby Sosine, Village President, Village of Algonquin

Date: _____

Attest: Fred Martin, Village Clerk, Village of Algonquin

Date: _____



Village of Algonquin

The Gem of the Fox River Valley

February 29, 2024

Village President and Board of Trustees:

The List of Bills dated 3/5/24 and payroll expenses totaling \$1,799,134.81 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Axon Enterprise Inc	\$ 20,445.12	Taser Program Year 5
Climate Service Inc	66,800.00	Make Up Air Unit Replacement
Core & Main LP	42,542.00	Water Meters, MXU's, Meter Couplings
D Ryan Tree	90,238.00	Tree Trimming Program
H R Green Inc	3,560.75	Woods Creek Reach 8
Houseal Lavigne	4,250.00	Algonquin Comprehensive Plan
Huntley Community School District 158	596,154.35	2/2023-1/2024 Impact & Transition Fees
Lampo Group LLC	5,546.00	2024 SmartDollar Renewal
Reinders	19,990.00	Snowblowers (2)
SB Friedman Development	6,460.00	Algonquin State Bank Review

Please note:

The 2/29/24 payroll expenses totaled \$663,606.51.

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses is available upon request.

Tim Schloneger
Village Manager

TS/al

Village of Algonquin

List of Bills 3/5/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ABSOLUTE FIRE PROTECTION INC					
GMC FREEZEING PIPES	703.21	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	15645	28240130
Vendor Total: \$703.21					
AMERICAN SOLUTIONS FOR BUSINESS					
KNAPP/HINTZSCHE BUSINESS CARDS	75.00	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV07237369	30240041
POLICE DEPTMENT BUSINESS CARDS	225.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	INV07237369	20240020
#10 WINDOW ENVELOPES	151.16	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	INV07256454	10240462
#10 WINDOW ENVELOPES	151.17	SEWER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07800400-42243-	INV07256454	10240462
#10 WINDOW ENVELOPES	151.16	WATER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07700400-42243-	INV07256454	10240462
Vendor Total: \$753.49					
ATLAS BOBCAT LLC					
IGNITION SWITCH	109.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ7062	29240047
Vendor Total: \$109.10					
AXON ENTERPRISE INC					
TASER PROGRAM YEAR 5	20,445.12	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	INUS225179	20240147
Vendor Total: \$20,445.12					
BAXTER & WOODMAN NATURAL RESOURCES, LI					
TOWNE PARK RESTORATION-WETLAND	2,000.00	NAT & DRAINAGE - EXPENSE PW MAINT - WETLAND MITIGATION	26900300-44408-N2441	0255508	40240447
		NAT & DRAINAGE - EXPENSE PW			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RANDALL ROAD WETLAND COMPLEX	2,392.50	INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0255520	40240448
NATURAL AREA PRESCRIBED BURNS	2,500.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0255518	40240446
Vendor Total: \$6,892.50					
BEAR AUTO GROUP					
SOCKET	363.75	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	42364	29240125
Vendor Total: \$363.75					
BONNELL INDUSTRIES INC					
MOUNT KITS	539.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0214999-IN	29240014
SPINNER KIT	2,314.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0214876-IN	29240014
Vendor Total: \$2,853.32					
CALCO LTD					
LAB SUPPLIES	171.00	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	DI70880	70240395
Vendor Total: \$171.00					
CARY FELLOWS					
SAFETY BOOTS	226.25	CDD - EXPENSE GEN GOV UNIFORMS & SAFETY ITEMS	01300100-47760-	SAFETY BOOTS	10240453
Vendor Total: \$226.25					
CHICAGO PARTS & SOUND LLC					
BATTERY CORE REFUND	-33.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1CR0073545	29240026
BATTERY CORE REFUND	-22.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1CR0073913	29240026
BATTERY	132.85	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0419521	29240026
Vendor Total: \$77.85					
CHRISTOPHER B BURKE ENG LTD					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
IN HOUSE ENGINEERING	87.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	189824	40240443
RETAINING WALL MAINTENANCE	357.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	189831	40240444
BUNKER HILL CULVERT	475.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	189833	40240445
ROLLS DRIVE IMPROVEMENTS	891.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2342	189816	40240442
COLUMBARIA GARDEN REVIEW	1,320.00	CEMETERY OPER -EXPENSE GEN GOV ENGINEERING/DESIGN SERVICE!	02400100-42232-C2401	189829	10240460
TUNBRIDGE STREET IMPROVEMENTS	4,280.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2312	189813	40240439
HIGHLAND AVE WATERMAIN	6,137.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-W2352	189815	40240441
EASTGATE DRIVE WATERMAIN	652.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2321	189828	40240452
EASTGATE DRIVE WATERMAIN	7,060.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-W2431	189828	40240452
TOWNE PARK WATERMAIN	1,472.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-W2341	189814	40240440
TOWNE PARK WATERMAIN	7,802.50	ENGINEERING/DESIGN SERVICE!	12900400-42232-W2342	189814	40240440
HIGH HILL STREET IMPROVEMENTS	13,730.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S1923	189819	40240450
IN HOUSE ENGINEERING	16,740.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-	189818	40240449
WILLOUGHBY FARMS SECTION 1	34,440.38	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S2242	189827	40240451

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$95,446.88					
CLIMATE SERVICE INC					
MUA-403 REPLACEMENT	66,800.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	60163-1	70240451
Vendor Total: \$66,800.00					
COMCAST CABLE COMMUNICATION					
3/1/24 - 3/31/24 POLICE DEPARTMENT	3.48	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10240023
3/1/24 - 3/31/24 POLICE DEPARTMENT	0.72	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10240023
2/22/24 - 3/21/24 HVH	164.90	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10240019
2/12/24 - 3/11/24 WTP #3	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10240024
2/11/24 - 3/10/24 WTP #1	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10240020
2/14/24 - 3/13/24 POOL	167.90	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10240025
Vendor Total: \$666.80					
COMMONWEALTH EDISON					
1/12/24 - 2/12/24 WILBRANDT REAR TOWE	28.94	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10240002
1/12/24 - 2/12/24 221 S MAIN	497.10	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	3642344011	10240001
1/16/24 - 2/20/24 WELL #901/SANDBLOOM	610.98	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3571423333	70240371
1/12/24 - 2/12/24 101 N HARRISON	28.52	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	1123125254	50240002
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/12/24 - 2/12/24 MCCD TRAILHEAD	44.54	ELECTRIC	01500300-42212-	2073075100	50240002
1/12/24 - 2/12/24 RT 31 AND RT 62	239.54	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50240002
1/16/24 - 2/12/24 CHARGING STATIONS	350.62	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50240002
1/12/24 - 2/12/24 BRITTANY HILLS LS	59.22	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70240009
1/12/24 - 2/12/24 N RIVER ROAD LS	120.16	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70240009
1/12/24 - 2/12/24 LOWE DRIVE LS	132.01	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70240009
1/12/24 - 2/12/24 LA FOX RIVER LS	456.31	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0041133224	70240009
1/12/24 - 2/12/24 HUNTINGTON PRESSURI	105.24	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70240371
1/12/24 - 2/12/24 SPRING HILL/COUNTY LII	123.92	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70240371
1/12/24 - 2/12/24 JACOBS TOWER	151.04	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70240371
1/12/24 - 2/12/24 HANSON TOWER	155.27	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70240371
1/12/24 - 2/12/24 HILLSIDE BOOSTER	255.43	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70240371
1/12/24 - 2/12/24 COPPER OAKS TOWER	384.95	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70240371
1/12/24 - 2/12/24 HUNTINGTON BOOSTER	1,909.99	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70240371

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$5,653.78					
COMPLETE CLEANING CO INC					
CLEANING SERVICES - GMC	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C26663	28240022
Vendor Total: \$2,495.00					
CONSERV FS					
GREENSKEEPER PLUS MIX	2,310.00	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	6429996	50240138
Vendor Total: \$2,310.00					
CORE & MAIN LP					
WATER METERS, MXU'S, METER COUPLI	21,271.00	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U341705	70240456
WATER METERS, MXU'S, METER COUPLI	21,271.00	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	U341705	70240456
Vendor Total: \$42,542.00					
D RYAN TREE & LANDSCAPE SERVICE LLC					
PROGRAM TREE TRIMMING	23,951.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	9017	50240140
PROGRAM TREE TRIMMING	66,287.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	9016	50240141
Vendor Total: \$90,238.00					
DAWN M GILMAN					
SHADOWBOX ENGRAVED PLATES	85.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	21134	10240463
Vendor Total: \$85.00					
DLS INTERNET SERVICES					
2/25/24 - 3/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638680	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638680	10240037
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1638680	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638693	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638693	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1638693	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638696	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638696	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1638696	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638694	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638694	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1638694	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638692	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638692	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1638692	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1638695	10240037

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2/25/24 - 3/25/24 AT&T BROADBAND	15.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1638695	10240037
2/25/24 - 3/25/24 AT&T BROADBAND	15.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1638695	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639670	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639670	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1639670	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639687	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639687	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1639687	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639690	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639690	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1639690	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639688	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639688	10240037
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/25/24 - 4/25/24 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1639688	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639686	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639686	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1639686	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1639689	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	15.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1639689	10240037
3/25/24 - 4/25/24 AT&T BROADBAND	15.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1639689	10240037
Vendor Total: \$761.52					
DOORS DONE RIGHT INC					
GMC FRONT DOOR REPAIR	1,180.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	13776	28240131
Vendor Total: \$1,180.00					
DYNEGY ENERGY SERVICES					
1/12/24 - 2/11/24 WWTP	33,717.67	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0255100200	70240016
1/11/24 - 2/8/24 GRAND RESERVE	1,224.99	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	1784099011	70240018
1/11/24 - 2/8/24 WOODSCREEK LS	1,738.47	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70240018
1/12/24 - 2/11/24 BRAEWOOD LS	2,020.66	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70240018
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/12/24 - 2/11/24 WELL #7 AND #11	4,077.18	ELECTRIC	07700400-42212-	3643125092	70240017
1/8/24 - 2/5/24 WTP #3	4,313.75	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	6653084010	70240017
1/12/24 - 2/11/24 WTP #2	5,119.90	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4287054062	70240017
1/12/24 - 2/11/24 WTP #1	5,677.90	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0955039059	70240017
1/12/24 - 2/11/24 ZANGE BOOSTER	166.04	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70240019
1/8/24 - 2/5/24 WELL #15	408.55	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4111038007	70240019
1/12/24 - 2/11/24 COUNTRYSIDE BOOSTER	417.04	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3909078023	70240019
1/12/24 - 2/11/24 CARY BOOSTER	1,213.00	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1263068132	70240019
1/12/24 - 2/11/24 WELL #9	1,863.81	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1753062020	70240019
Vendor Total: \$61,958.96					
eGOV STRATEGIES					
EMAILS PROCESSED JANUARY 2024	169.35	GS ADMIN - EXPENSE GEN GOV VILLAGE COMMUNICATIONS	01100100-42245-	INV-24120	10240464
Vendor Total: \$169.35					
ENGINEERING ENTERPRISES, INC					
WTP 2 WATER SOFTENER MEDIA REPLACEMENT	93.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2313	79476	40240453
Vendor Total: \$93.25					
FERGUSON ENTERPRISES INC					
B-BOX PARTS	302.59	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	7892503	70240453

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$302.59					
FISHER AUTO PARTS INC					
OIL FILTER	16.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677698	29240118
SYNTHETIC OIL	56.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677772	29240118
SIDE MARKER LIGHT	18.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677460	29240118
SIDE MARKER LIGHT	37.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677459	29240118
OIL FILTER	43.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677397	29240118
OIL FILTER	46.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-677447	29240118
Vendor Total: \$219.47					
GENASA PROPERTY INC					
UB 2097255 272 RANDALL	929.58	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	129873	
Vendor Total: \$929.58					
GORDON FLESCH CO INC					
3/10/24 - 4/9/24 HVH COPIER LEASE	247.20	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	100896920	10240480
Vendor Total: \$247.20					
GRAINGER					
TAP 6-31"	6.53	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	9015114458	29240146
LOCK OUT TAG OUT CONTROL PANEL	21.26	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	9018767435	28240129
PINK MARKING TAPE - PARKS	27.72	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9017100398	28240126

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SWIVEL TRAILER JACK	78.44	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9029088052	29240114
LED BULBS	230.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9029088045	28240021
GLUE TRAPS	12.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9028317809	28240021
PLEATED AIR FILTERS	40.68	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9019205187	28240021
BARRICADE TAPE	43.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9026728718	28240021
PLEATED AIR FILTERS	50.16	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9018485210	28240021
BATTERY COLLECTION TUBE	139.84	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9020935301	28240021
BATTERY & BALLAST RECYCLING KITS	1,138.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9020593068	28240021
Vendor Total: \$1,788.91					
H R GREEN INC					
SCHUETT & SOUWANAS STREET IMPROV	468.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1852	171904	40240435
SCHUETT & SOUWANAS STREET IMPROV	1,243.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1852	171905	40240436
SURREY LANE REACH 2 CREEK RESTOR	2,485.75	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2401	171903	40240437
WOODS CREEK REACH 8	3,560.75	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2411	171902	40240438
Vendor Total: \$7,758.75					
HD SUPPLY INC					
SEWER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TREATMENT FACILITY	1,903.06	MAINT - TREATMENT FACILITY	07800400-44412-	INV00268977	70240457
Vendor Total: \$1,903.06					
HKS SYSTEMS INC					
PD MAN DOOR REPAIR	1,700.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	13920	28240134
Vendor Total: \$1,700.00					
HOUSEAL LAVIGNE ASSOCIATES LLC					
ALGONQUIN COMPREHENSIVE PLAN	4,250.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	6829	30240046
Vendor Total: \$4,250.00					
HUNTLEY COMMUNITY SCHOOL DISTRICT 158					
2023 - 2024 IMPACT FEES	596,154.35	DEVELOPMENT FUND BALANCE SHEET AP - SCHOOL DONATIONS DIST 1	16-20141-	2024 IMPACT FEES	10240465
Vendor Total: \$596,154.35					
IL ASSOC OF CHIEFS OF POLICE					
ANNUAL TRAINING CONFERENCE	987.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	15531	20240143
Vendor Total: \$987.00					
ILLINOIS OFFICE - STATE FIRE MARSHAL					
BOILER INSPECTION GMC	200.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	9690816	28240128
BOILER INSPECTION PW, WTP3 & WWTF	420.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	9690693	28240127
Vendor Total: \$620.00					
INDUSTRIAL SCIENTIFIC CORPORATION					
1/22/24 - 2/21/24 GAS MONITORING	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2711910	70240002
1/22/24 - 2/21/24 GAS MONITORING	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2711910	70240002
Vendor Total: \$392.84					
INLAND ENVIRONMENTAL REMEDIAL SERVICES		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MOLD INSPECTION FROM WATER BREAK	1,085.00	PROFESSIONAL SERVICES	01900100-42234-	8478	10240458
Vendor Total: \$1,085.00					
IPIA		CDD - EXPENSE GEN GOV			
IPIA 5/10/24 MEETING - FELLOWS	125.00	TRAVEL/TRAINING/DUES	01300100-47740-	5/10/24 MEETING	10240467
Vendor Total: \$125.00					
ISAWWA		WATER OPER - EXPENSE W&S BUSI			
HARMENING TRAINING	97.00	TRAVEL/TRAINING/DUES	07700400-47740-	200086575	70240447
Vendor Total: \$97.00					
JASON MEYER		WATER OPER - EXPENSE W&S BUSI			
2/15/2024 KANE COUNTY MEETING	20.00	TRAVEL/TRAINING/DUES	07700400-47740-	2/15/24 MEETING	10240475
Vendor Total: \$20.00					
JC LICHT LLC		BUILDING MAINT. BALANCE SHEET			
PAINT - PD LOCKER ROOM	109.10	INVENTORY	28-14220-	50144990	28240135
PAINT - PD LOCKER ROOM	402.99	BUILDING MAINT. BALANCE SHEET	28-14220-	50145047	28240136
Vendor Total: \$512.09					
JORDANI LLC		RECREATION - EXPENSE GEN GOV			
MIRACLE ON MAIN REINDEER DEPOSIT	1,650.00	RECREATION PROGRAMS	01101100-47701-	12/07/2024 DEPOSIT	10240455
Vendor Total: \$1,650.00					
KNAPHEIDE EQUIPMENT COMPANY - CHICAGO		VEHICLE MAINT. BALANCE SHEET			
PLOW SHOE KIT	103.58	INVENTORY	29-14220-	068F79485	29240031
Vendor Total: \$103.58					
LAWSON PRODUCTS INC		VEHICLE MAINT. BALANCE SHEET			
CABLE TIES/CONNECTORS/WIRE	279.87	INVENTORY	29-14220-	9311302335	29240015
Vendor Total: \$279.87					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LEACH ENTERPRISES INC					
PURGE VALVE KIT	50.33	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P1889	29240016
SHOVEL HOLDER	84.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P1578	29240016
AUTO SLACK	227.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P2020	29240016
Vendor Total: \$362.23					
LESLIE RUSSO					
UB 1053076 1510 POWDER HORN	7,542.21	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	129871	
Vendor Total: \$7,542.21					
LINDA & FRANK MRAZ					
NISRA/MRAZ/DECEMBER CLASSES	23.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA DEC CLASSES	
Vendor Total: \$23.00					
LUCKY GASOLINE INC					
1/17/24 - 2/9/24 CAR WASHES	48.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	1/17/24 - 2/9/24	29240009
Vendor Total: \$48.00					
MANSFIELD OIL COMPANY					
FUEL	2,777.74	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25091977	29240018
FUEL	4,792.89	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25094611	29240018
Vendor Total: \$7,570.63					
MCHENRY COUNTY JUVENILE OFFICERS ASSOC					
2024 MEMBERSHIP DUES	180.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	24-02	20240148
Vendor Total: \$180.00					
MCMASTER CARR SUPPLY COMPANY					
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SCALE PRESSURE GAUGE	43.88	SMALL TOOLS & SUPPLIES	07800400-43320-	22029549	70240448
Vendor Total: \$43.88					
MENARDS CARPENTERSVILLE					
TORCH KIT/DRILL BITS/FREEZE-OFF	147.33	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	18590	70240450
LAG SCREWS	11.07	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	18653	50240005
LAG SCREWS	50.38	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	18588	50240005
Vendor Total: \$208.78					
METRO STRATEGIES GROUP LLC					
PR FIRM - JANUARY 2024	1,829.88	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	AL-27	40240002
PR FIRM - JANUARY 2024	1,829.87	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-	AL-27	40240002
Vendor Total: \$3,659.75					
METRO WEST COUNCIL OF GOVERNMENT					
SOSINE LEGISLATIVE BREAKFAST	45.00	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	5279	10240461
Vendor Total: \$45.00					
MIDLAND SCIENTIFIC INC					
LAB SUPPLIES	114.44	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6767185	70240446
Vendor Total: \$114.44					
MIKE FEY-KEANE					
2/15/2024 KANE COUNTY MEETING	20.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	02/15/24 MEETING	10240477
Vendor Total: \$20.00					
MUNICIPAL FLEET MANAGERS ASSN					
MUNICIPAL FLEET MANAGERS 2024	50.00	VEHCL MAINT-REVENUE & EXPENSES TRAVEL/TRAINING/DUES	29900000-47740-	24-003	29240147

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$50.00					
NAPA AUTO SUPPLY ALGONQUIN					
RETURNED SOCKETS & PLUGS	-46.41	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	221500	29240110
BATTERY CORE REFUND	-18.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	221779	29240110
WINDSHIELD BRUSH	23.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	224063	29240110
BLISTER CAPSULES	5.58	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	223515	29240110
RECHARGABLE BATTERY	34.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	223341	29240110
LAMP KIT	45.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	223791	29240110
LED LIGHT	60.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	223215	29240110
FLOOD LAMP	104.26	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	223214	29240110
Vendor Total: \$208.65					
NICOR GAS					
1/5/24 - 2/5/24 221 S MAIN	467.24	CDD - EXPENSE GEN GOV NATURAL GAS	01300100-42211-	19-82-63-3747 9	10240031
1/5/24 - 2/5/24 WTP #2	533.68	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	00-63-34-1000 6	70240010
1/5/24 - 2/5/24 DIGESTER BUILDING	1,358.24	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	93-54-83-1000 7	70240011
Vendor Total: \$2,359.16					
OFFICE DEPOT					
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STEEL RULER	10.83	OFFICE SUPPLIES	07700400-43308-	352811690001	70240449
PAPER TRIMMER	73.07	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	354351415001	10240013
Vendor Total: \$83.90					
ONE TIME PAY					
M SIFNOTIS/CANCELLED CLASS	75.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	CLASS REFUND	
Vendor Total: \$75.00					
PATTEN INDUSTRIES INC					
PLATE/TREAD/COVER/BOLTS/WASHERS	1,902.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P56C0043843	29240017
Vendor Total: \$1,902.11					
PRO SAFETY INC					
PPE SAFETY GLASSES	11.25	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	2/901330	28240132
PPE SAFETY GLASSES	22.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	2/901330	28240132
PPE SAFETY GLASSES	11.25	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	2/901330	28240132
PPE SAFETY GLASSES	29.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	2/901220	28240132
PPE SAFETY GLASSES	59.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	2/901220	28240132
PPE SAFETY GLASSES	29.50	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	2/901220	28240132
Vendor Total: \$163.00					
RAY O'HERRON CO INC					
UNIFORM PURCHASE - DYKSTRA	79.98	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2322645	20240144
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM PURCHASE - REVERA	179.86	UNIFORMS & SAFETY ITEMS	01200200-47760-	2322645	20240144
Vendor Total: \$259.84					
RED WING SHOE STORE					
SAFETY BOOTS - HALL	200.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	20240208010153	70240452
SAFETY BOOTS - SCHUETZ	21.51	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	20240222010153	50240139
SAFETY BOOTS - OLMSTEAD /PLACEK	400.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	20240222010153	29240150
Vendor Total: \$621.51					
REINDERS INC					
SNOWBLOW	9,995.00	GENERAL SERVICES PW - EXPENSE VEHICLES & EQUIP (NON-CAPITA	01500300-43335-	4074623-00	50240136
SNOWBLOW	9,995.00	GENERAL SERVICES PW - EXPENSE VEHICLES & EQUIP (NON-CAPITA	01500300-43335-	4074663-00	50240136
Vendor Total: \$19,990.00					
RUSH TRUCK CENTER					
ELBOW	20.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036160470	29240135
ANTI-FREEZE	179.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036068274	29240135
EXHAUST PIPE AND CLAMP	391.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036199616	29240135
ANTI-FREEZE/OIL	761.14	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036062971	29240135
RETURNED TURBO CHARGER KIT	-465.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036088595	29240135
Vendor Total: \$887.82					
RUSSO POWER EQUIPMENT		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9BP01 REPAIR	170.39	OUTSOURCED INVENTORY	29-14240-	PSI20028975	29240149
SIGNS AND ROW POWER TOOLS	3,127.95	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	SPI20510286	50240137
Vendor Total: \$3,298.34					
SAUBER MFG CO					
UNIT 531 VALVE AND PUMP REPAIR	1,413.50	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	PSI228197	29240148
Vendor Total: \$1,413.50					
SB FRIEDMAN DEVELOPMENT ADVISORS, LLC					
ALGONQUIN STATE BANK REVIEW	6,460.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	1	30240045
Vendor Total: \$6,460.00					
SHERWIN WILLIAMS					
PAINT - PD BATHROOM	247.95	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1817-0	28240016
PAINT - PD LOCKER ROOM	409.03	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1936-8	28240016
Vendor Total: \$656.98					
STREICHERS					
UNIFORM PURCHASE - SIEGFORT	69.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11680193	20240146
UNIFORM PURCHASE - OLSTA	74.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11682362	20240146
UNIFORM PURCHASE - QURESHI	1,355.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11680844	20240146
Vendor Total: \$1,499.98					
T-MOBILE USA INC					
1/21/24 - 2/20/24 LIFT STATION INTERNET	37.00	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10240030
Vendor Total: \$37.00					
THE LAMPO GROUP LLC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2024 SMARTDOLLAR RENEWAL	5,546.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	INV2023565	10240459
Vendor Total: \$5,546.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - FEBRUARY 2024	343.14	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31057	10240034
INTERNET E-PAY - FEBRUARY 2024	343.14	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31057	10240034
2/21/2024 UTILITY BILL	1,497.75	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31056	10240476
2/21/2024 UTILITY BILL	1,497.75	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31056	10240476
Vendor Total: \$3,681.78					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS - DECEMBER	989.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	23-2936	30240001
Vendor Total: \$989.00					
TITAN SUPPLY					
CAN LINERS/SHOP TOWELS	184.80	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	30542	28240026
CAN LINERS/SHOP TOWELS	294.80	INVENTORY	28-14220-	30542	28240026
Vendor Total: \$479.60					
TODAYS UNIFORMS					
UNIFORM PURCHASE - QURESHI	20.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	249878	20240145
UNIFORM PURCHASE - BURROUGHS	25.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250659	20240145
UNIFORM PURCHASE - SLABINSKI	25.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	248264	20240145
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM PURCHASE - QURESHI	50.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	249877	20240145
UNIFORM PURCHASE - BURROUGHS	71.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250062	20240145
UNIFORM PURCHASE - QURESHI	71.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250063	20240145
UNIFORM PURCHASE - QURESHI	119.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	249606	20240145
UNIFORM PURCHASE - QURESHI	215.96	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250980	20240145
UNIFORM PURCHASE - BURROUGHS	221.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250132	20240145
UNIFORM PURCHASE - QURESHI	303.75	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250195	20240145
UNIFORM PURCHASE - BURROUGHS	347.70	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	250196	20240145
UNIFORM PURCHASE - COONEY	360.10	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	252023	20240145
UNIFORM PURCHASE - PD STOCK	1,189.15	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	251878	20240145
UNIFORM PURCHASE - PD STOCK	1,545.15	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	251819	20240145
Vendor Total: \$4,568.11					
TRICIA A WALLACE					
WINTER SESSION II	1,008.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2024-2	10240425
Vendor Total: \$1,008.00					
TVG-MGT HOLDINGS, LP		CDD - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/28/24 - 02/10/24 BLANCHARD	2,877.00	PROFESSIONAL SERVICES	01300100-42234-	MGT35297	30240038
1/28/24 - 02/10/24 KALCHBRENNER	5,404.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	MGT35297	30240038
Vendor Total: \$8,281.00					
US BANK EQUIPMENT FINANCE					
RICOH COPIER 03/21/2024	240.16	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	523284149	10240016
RICOH COPIER 03/21/2024	33.91	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	523284149	10240016
Vendor Total: \$274.07					
VERIZON WIRELESS SERVICES LLC					
1/14/2024 - 2/13/2024 STATEMENT	252.05	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	509.54	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	9.31	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	1,041.37	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	411.78	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	709.66	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	433.81	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	124.83	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9956644764	10240466
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/14/2024 - 2/13/2024 STATEMENT	430.78	TELEPHONE	07800400-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	627.46	IT EQUIPMENT & SUPPLIES	07800400-43333-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	175.03	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	706.25	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9956644764	10240466
1/14/2024 - 2/13/2024 STATEMENT	612.47	IT EQUIPMENT & SUPPLIES	07700400-43333-	9956644764	10240466
Vendor Total: \$6,044.34					
WATER PRODUCTS CO AURORA					
B-BOX PARTS	1,228.68	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0320924	70240455
Vendor Total: \$1,228.68					
WOODSTOCK THERAPIST LLC					
HIPAA EMPLOYEE SERVICES	537.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	02/15/2024	10240456
HIPAA EMPLOYEE SERVICES	537.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	02/15/2024	10240456
Vendor Total: \$1,075.00					
YURIY GOGOTS					
UB 3159347 12 STEINER	144.03	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	129872	
Vendor Total: \$144.03					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATION	6,581.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167167	
TRAFFIC CASES, ORD VIOL-COSTS ADVA	17.22	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167167	
PLANNING, ZONING, BLDG COMMISSIONI	508.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167167	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PERSONNEL MATTERS	1,248.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167167	
PERSONNEL MATTERS	185.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167167	
MISCELLANEOUS	92.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167167	
MISCELLANEOUS	624.38	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167167	
MEETINGS	1,526.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167167	
PUBLIC WORKS/ADMINISTRATION	138.75	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	167167	
PUBLIC WORKS/ADMINISTRATION	1,156.25	W & S IMPR. - EXPENSE W&S BUSI LEGAL SERVICES	12900400-42230-	167167	
TRAFFIC, ORD VIOLATIONS-MUN COURT	236.25	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167167	
TRAFFIC, ORD VIOLATIONS-MUN COURT	337.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167167	
VILLAGE PROP MATTERS-MISCELLANEO	2,867.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167167	
VILLAGE PROP MATTERS-MISCELLANEO	1,387.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167167	
VILLAGE PROP MATTERS-MISCELLANEO	323.75	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	167167	
VIL PROP MATTERS-MISC-COSTS ADVAN	141.46	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167167	
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VIL PROP MATTERS-MISC-COSTS ADVAN	71.00	LEGAL SERVICES	01100100-42230-	167167	
TIF	370.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167167	
1325 S MAIN FEES	487.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167161	10240454

Vendor Total: \$18,301.56

REPORT TOTAL: \$1,135,528.30

Village of Algonquin

List of Bills 3/5/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	197,316.51
02	CEMETERY	1,320.00
04	STREET IMPROVEMENT	58,780.26
05	SWIMMING POOL	167.90
07	WATER & SEWER	199,002.99
12	WATER & SEWER IMPROVEMENT	42,291.87
16	DEVELOPMENT FUND	596,154.35
26	NATURAL AREA & DRAINAGE IMPROV	12,939.00
28	BUILDING MAINT. SERVICE	10,275.15
29	VEHICLE MAINT. SERVICE	17,280.27
TOTAL ALL FUNDS		<u><u>1,135,528.30</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: 2-29-24

APPROVED BY: 



Village of Algonquin
The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 13, 2024
SUBJECT: 2024 Lunch Concerts & National Night Out

The Recreation Department is seeking approval for the following special events: Lunch Concerts and National Night Out. Each are described in more detail below.

Lunch Concerts

With the continued partnership with the Algonquin Area Public Library District, the Recreation Department is happy to continue the expanded lunch concerts Friday afternoons. These events invite families, along with their picnic lunch, to enjoy a children’s singer and a variety act during a free performance.

Date	Entertainer	Type	Location	Time
June 12	Scribble Monster	Children’s Singer	Stoneybrook Park	11:00a-12:00p
July 10	Nanny Nikki	Children’s Singer	Hill Climb Park	11:00a-12:00p
August 7	Super Stolie	Children’s Singer	Snappers Field	11:00a-12:00p

National Night Out

National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. The Police Department is teaming up with Algonquin Recreation to bring this event back to Main Street on Tuesday August 6th between 6:00-9:00pm. This year National Night Out will include live entertainment, games, free snacks, and fun for all ages.

Pursuant to the Algonquin Municipal Code section 31.04, staff is requesting approval to close South Main Street (between Algonquin Road and Washington Street) during the hours of 2:00pm until the conclusion of the event approximately 9:00pm, as needed for National Night Out. In addition, pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances.

Staff recommends approval and will be available at the Committee of the Whole meeting with any questions.

C: Michael Kumbera, Assistant Village Manager
Dennis Walker, Chief of Police



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 13, 2024
SUBJECT: Recreation Spring Events

Algonquin Recreation is organizing the following community events for this upcoming spring:

- **Daytime Egg Hunt** on Saturday, March 23 in Algonquin Lakes Park starting at 10:00a;
- **Touch-a-Truck** event on Saturday May 4 at Public Works garage and parking lot from 10:00a – 1:00p. The first hour of the Touch a Truck (10-11a) will be sensory friendly with no lights, horns or sirens.

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village. In addition, staff is requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Saturday, May 4 Touch a Truck event.

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

CC: Michael Kumbera, Assistant Village Manager
Dennis Walker, Chief of Police



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

March 4, 2024

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting www.algonquin.org. Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

March 5, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
March 11, 2024	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
March 12, 2024	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
March 13, 2024	Wednesday	7:00 PM	Historic Commission Meeting	HVH
March 16, 2024	Saturday	8:00 AM	Historic Commission Workshop	HVH
March 19, 2024	Tuesday	7:25 PM	Liquor Commission Special Meeting	GMC
March 19, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
March 19, 2024	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND

WWW.ALGONQUIN.ORG



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: February 28, 2024

TO: Tim Schloneger, Village Manager

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

SUBJECT: Ganek Municipal Center Flood Damage Repairs #2

As you are aware, on January 15 a frozen sprinkler pipe burst resulting in damage at the Ganek Municipal Center impacting the Village Board Room, Executive Offices, Police Records, and the Police Locker Rooms. Staff has been working very feverishly to mitigate and restore the facility to normal. At this time, one (1) invoice requires Village Board approval:

1. **Lockers:** Replacement and installation of lockers in the Police Locker Rooms for \$63,539.50.

Staff additionally is recommending to advance the purchase of the following which was ***NOT*** damaged from water:

2. **Workstations:** Replacement of existing workstations and storage furniture in the Police Investigations office for \$22,920.00.

Although the workstation and storage furniture were initially planned for the FY25 budget, we have the opportunity to source it from our current vendor and coordinate installation to lessen departmental disruptions. Therefore, staff recommends proceeding with the acquisition and setup now, rather than delaying until later in the year.

Additional invoices for work will be presented as they become available. Staff is available for any questions related to this work.

Action Requested

Staff recommends the Village Board approve the following two (2) resolutions related to the Ganek Municipal Center repairs and replacements:

1. Resolution authorizing the Village Manager to execute a purchase agreement with Rieke Interiors for locker replacement at the Ganek Municipal Center for \$63,539.50.
2. Resolution authorizing the Village Manager to execute a purchase agreement with Rieke Interiors for workstation replacement at the Ganek Municipal Center for \$22,920.00.

C: Dennis Walker, Police Chief
Nadim Badran, Public Works Director
Mike Reif, Internal Services Supervisor



2024 - R -
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village Manager is authorized to execute a Purchase Agreement with Rieke Interiors for Locker Replacement at the Ganek Municipal Center, in the amount of \$63,539.50, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2024

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Algonquin Police Department

Date: 2/27/2024

Proposal Valid for 30 Days

Sales Person: Erinn Checchi

Designer:

Quote #:



RIEKE INTERIORS

2000 Fox Ln., Elgin, IL 60123
847.622.9711 | rieke.com

Ship To:

Algonquin Police Department
2200 Harnish Dr.
Algonquin, IL 60102

FURNITURE PROPOSAL

01 Women & Men Locker Rooms

Item	Qty	Unit Cost	Extended
Lockers	87	\$653.50	\$56,854.50
Subtotal:			\$56,854.50
Installation (Non-Union) (During Normal Business Hours)		\$6,685.00	\$6,685.00
Tax Exempt		\$0.00	\$0.00
Project Total:			\$63,539.50

FURNITURE PROPOSAL

TERMS & CONDITIONS AGREEMENT

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**
NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom **drawings including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs or adjustments may result in new charges and are the sole responsibility of the client.

FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF DELIVERY

Rieke Interiors accepts all major credit cards. A 3% surcharge will be applied to all credit card charges to cover the additional cost of credit card fees.

30-day past due balances are subject to a 1.5% monthly finance charge and voiding of product warranty

Any items that require correction will be promptly addressed under the terms of:

Rieke Interiors Product Warranty

(All Rieke manufactured product installed by our installers carries a lifetime warranty, exclusive of normal wear and tear)

Further Terms and Conditions

1. All scheduling changes must be made a minimum of 48 hours in advance of scheduled delivery time or additional delivery charges will apply. An email reminder is sent approximately one week prior to the project installation appointment.
2. If, upon arrival to customer site, we cannot perform the installation due to site circumstances or the installation is delayed due to site circumstances, additional delivery and installation charges will apply.
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on one (1) complete one-time installation -- phasing will involve additional charges.
5. Pricing is based on non-union installation performed during non-overtime hours (Monday-Friday 7:00 a.m. - 4:00 p.m.), with free use of lifts and elevators. If an elevator is not available at the time of the scheduled installation, delivery may be postponed and additional delivery and installation charges WILL be charged to the client (see #2).
6. All custom-order product manufactured/purchased according to Client's project specifications is FINAL WHEN ORDERED and is NON-RETURNABLE. The Client will be charged in full for custom-order product even if an order is cancelled prior to installation.
7. All electrical to be handled by a Certified Electrician. All electrical connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of Rieke installers (other than stated in client quote) will be quoted and charged separately.
10. A Certificate of Insurance is available upon request for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. For any back-ordered items, client may withhold final payment pertaining only to those specific items until such items are delivered.
13. A Sale changed to a Lease after the order is placed will result in a \$100.00 processing fee.

*Photo Release

I hereby irrevocably authorize Rieke Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Interior products and services, without further consent from or payment to me.

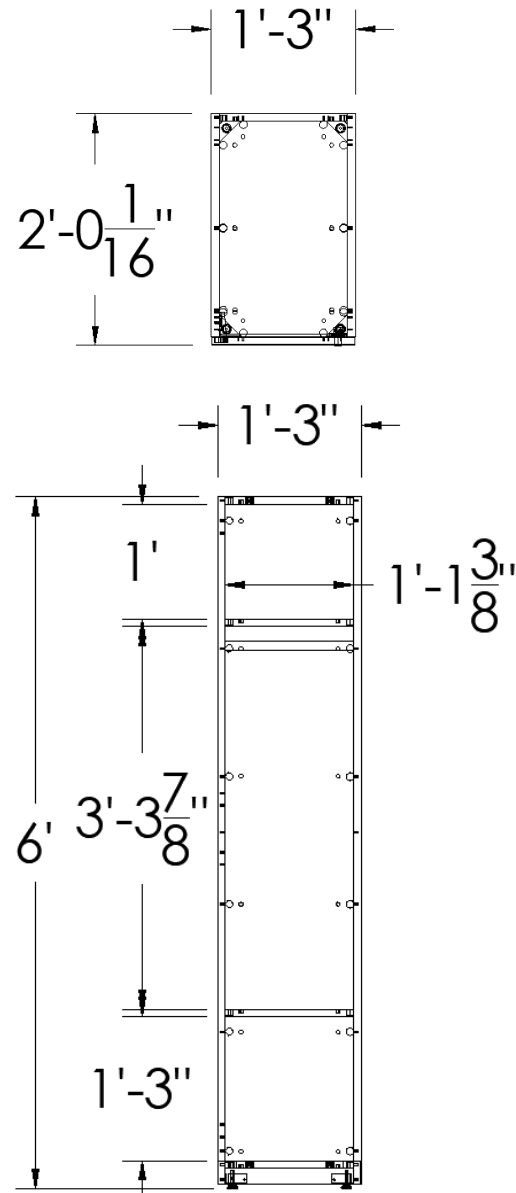
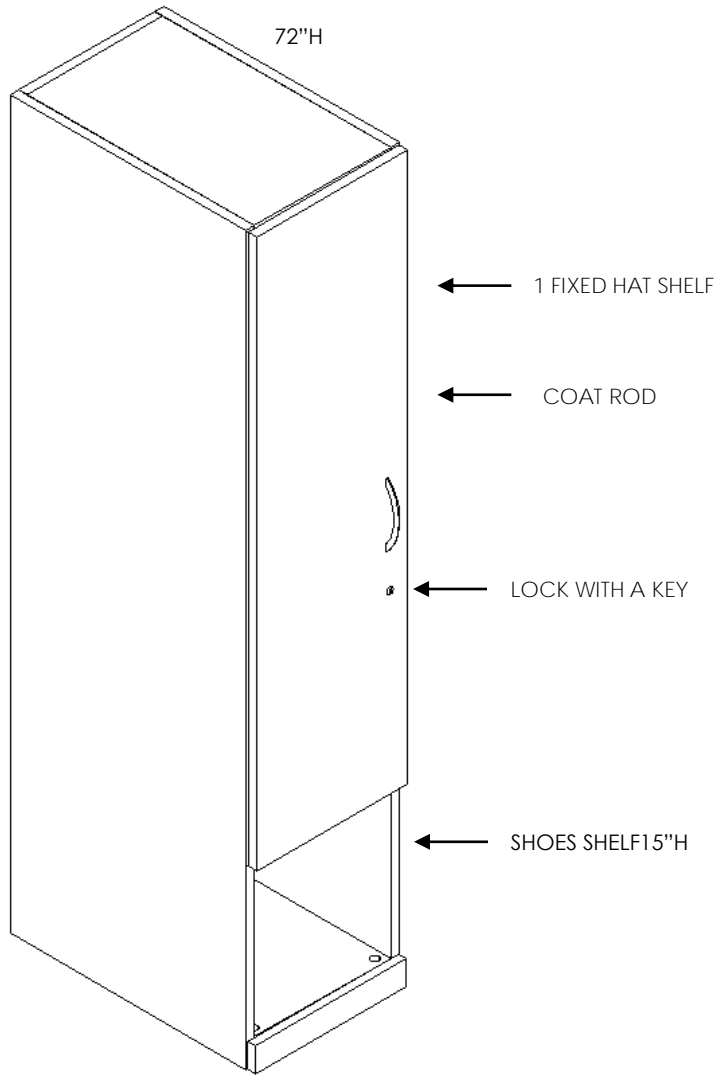
Accepted by Client: _____ **Date:** _____
(Signature indicates you are an authorized Company representative)

Please Print Name: _____

This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and **ALL** terms & conditions as written.

RIEKE INTERIORS IS A GREEN COMPANY ALL INVOICES AND DOCUMENTS SUPPLIED VIA DOCUSIGN

LOCKERS



LOCK WITH A KEY

* CATAPULT SERIES *

STORAGE: _____

HANDLES: _____

CLIENT SIGNATURE X_____



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village Manager is authorized to execute a Purchase Agreement with Rieke Interiors for Workstation Replacement at the Ganek Municipal Center, in the amount of \$22,920.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2024

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Algonquin Police Department

Date: 2/26/2024

Proposal Valid for 30 Days

Sales Person: Erinn Checchi

Designer:

Quote #:



RIEKE INTERIORS

2000 Fox Ln., Elgin, IL 60123
847.622.9711 | rieke.com

Ship To:

Algonquin Police Department
2200 Harnish Dr.
Algonquin, IL 60102

FURNITURE PROPOSAL

02 Investigations

Item	Qty	Unit Cost	Extended
Workstation (4-pack)	4	\$3,333.00	\$13,332.00
Workstation (5th workstation)	1	\$3,866.50	\$3,866.50
Storage unit - CLD	2	\$1,061.50	\$2,123.00
Storage unit	1	\$1,111.00	\$1,111.00
Subtotal:			\$20,432.50
Installation (Non-Union) (During Normal Business Hours)		\$2,487.50	\$2,487.50
Tax Exempt		\$0.00	\$0.00
Project Total:			\$22,920.00

FURNITURE PROPOSAL

TERMS & CONDITIONS AGREEMENT

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**
NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom **drawings including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs or adjustments may result in new charges and are the sole responsibility of the client.

FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF DELIVERY

Rieke Interiors accepts all major credit cards. A 3% surcharge will be applied to all credit card charges to cover the additional cost of credit card fees.

30-day past due balances are subject to a 1.5% monthly finance charge and voiding of product warranty

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Rieke Interiors Product Warranty

(All Rieke manufactured product installed by our installers carries a lifetime warranty, exclusive of normal wear and tear)

Further Terms and Conditions

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2. If, upon arrival to customer site, we cannot perform the installation due to site circumstances or the installation is delayed due to site circumstances, additional delivery and installation charges will apply.
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on one (1) complete one-time installation -- phasing will involve additional charges.
5. Pricing is based on non-union installation performed during non-overtime hours (Monday-Friday 7:00 a.m. - 4:00 p.m.), with free use of lifts and elevators. If an elevator is not available at the time of the scheduled installation, delivery may be postponed and additional delivery and installation charges WILL be charged to the client (see #2).
6. All custom-order product manufactured/purchased according to Client's project specifications is FINAL WHEN ORDERED and is NON-RETURNABLE. The Client will be charged in full for custom-order product even if an order is cancelled prior to installation.
7. All electrical to be handled by a Certified Electrician. All electrical connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of Rieke installers (other than stated in client quote) will be quoted and charged separately.
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11. All permits required are a client responsibility.
12. For any back-ordered items, client may withhold final payment pertaining only to those specific items until such items are delivered.
13. A Sale changed to a Lease after the order is placed will result in a \$100.00 processing fee.

*Photo Release

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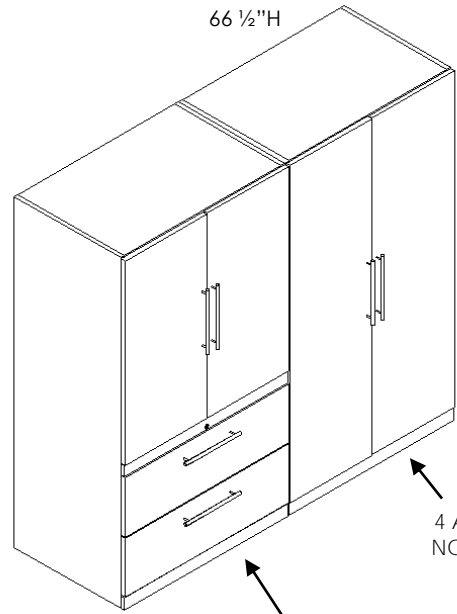
Accepted by Client: _____ **Date:** _____
(Signature indicates you are an authorized Company representative)

Please Print Name: _____

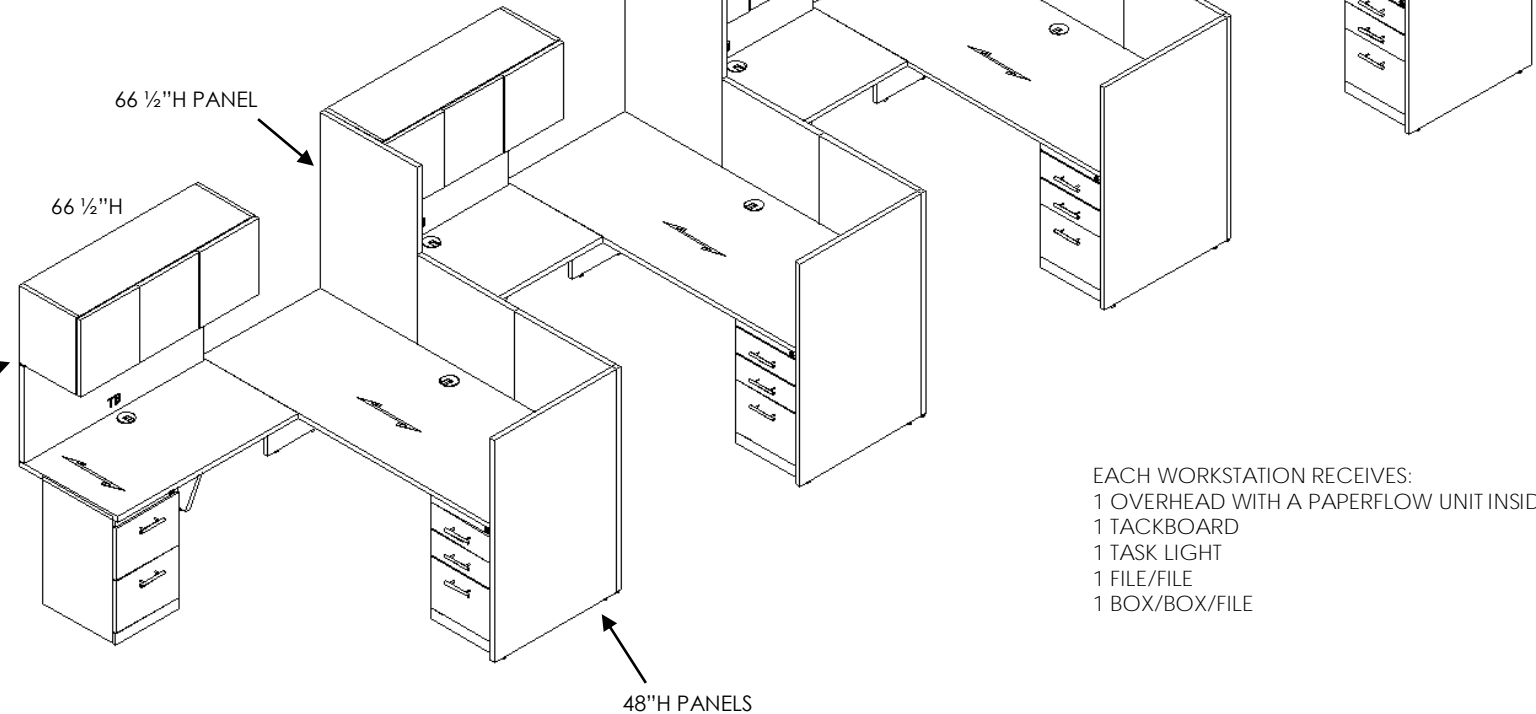
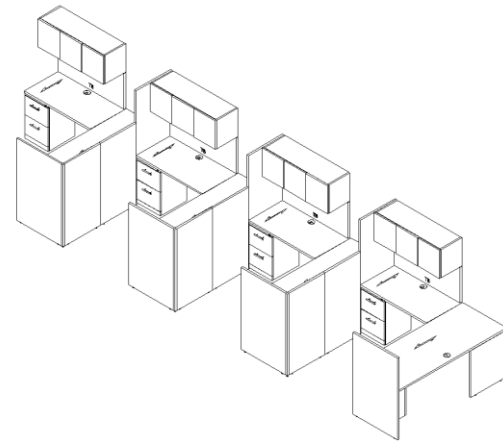
This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and **ALL** terms & conditions as written.

RIEKE INTERIORS IS A GREEN COMPANY ALL INVOICES AND DOCUMENTS SUPPLIED VIA DOCUSIGN

INVESTIGATIONS – 4 PACK WORKSTATIONS



LEFT SIDE: COAT ROD
RIGHT SIDE: 2 ADJ SHELVES
NON-LOCKING DOORS
2 DRAWER LATERAL FILE BELOW

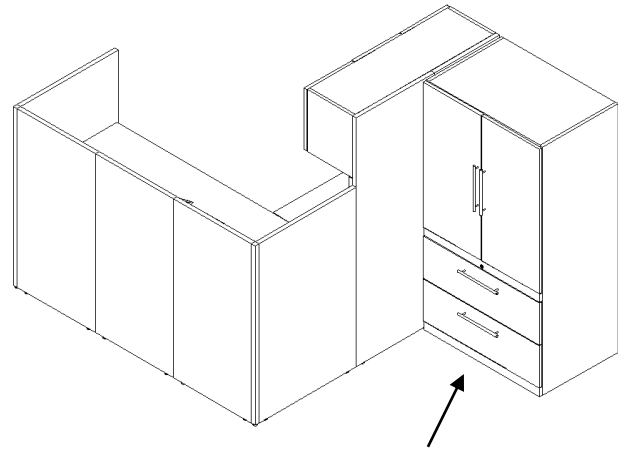


EACH WORKSTATION RECEIVES:
1 OVERHEAD WITH A PAPERFLOW UNIT INSIDE
1 TACKBOARD
1 TASK LIGHT
1 FILE/FILE
1 BOX/BOX/FILE

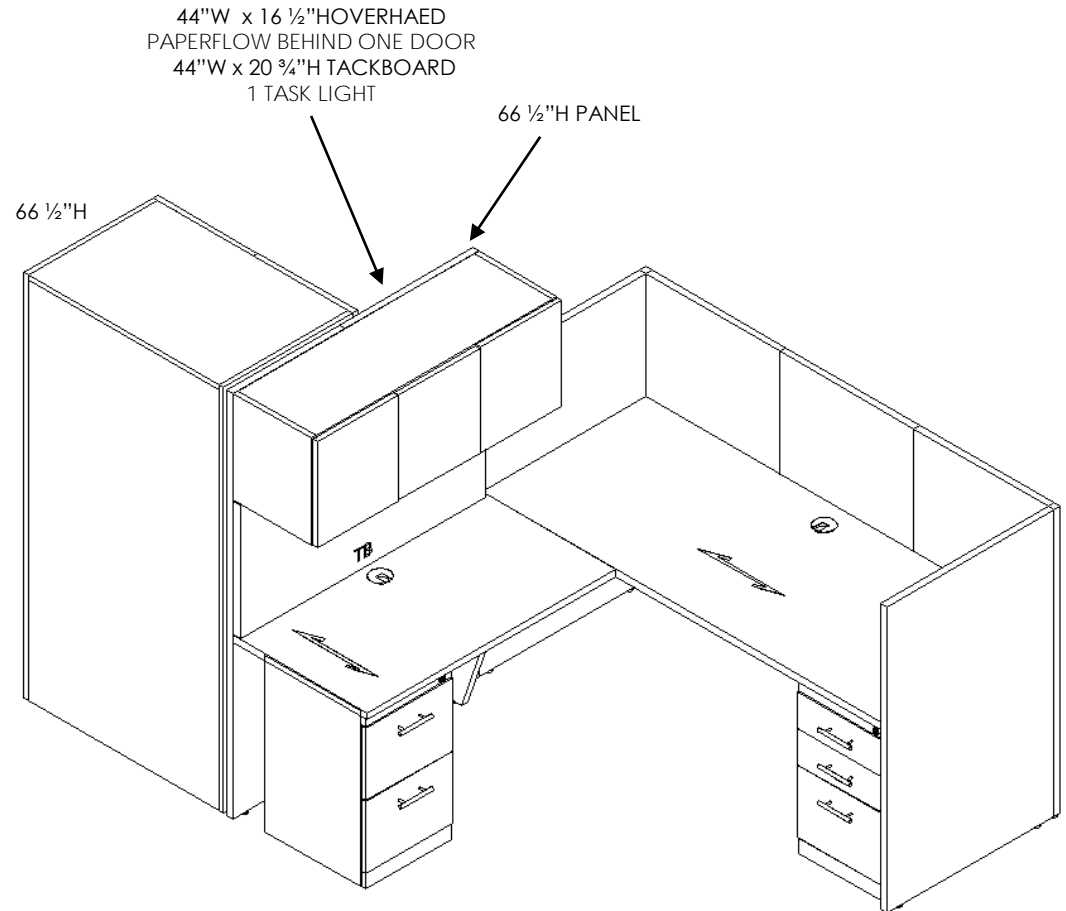
* CATAPULT SERIES *
SURFACES: _____
EDGE DETAIL: VINYL EDGE TO MATCH
STORAGE: _____
HANDLES: _____
SUPPORTS: _____
PANELS: _____
TACK BOARD: _____
PAPERFLOW: WHITE OR BLACK

CLIENT SIGNATURE X _____

INVESTIGATIONS – 5TH WORKSTATION



LEFT SIDE: COAT ROD
 RIGHT SIDE: 2 ADJ SHELVES
 NON-LOCKING DOORS
 2 DRAWER LATERAL FILE BELOW

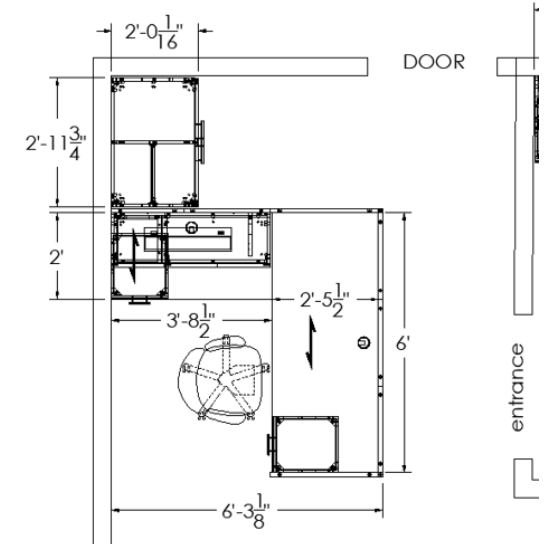


44"W x 16 1/2" HOVERHAED
 PAPERFLOW BEHIND ONE DOOR
 44"W x 20 3/4"H TACKBOARD
 1 TASK LIGHT

66 1/2"H PANEL

66 1/2"H

48"H PANELS



ESTIMATED SIZE ROOM

NOTE: THIS ROOM WASNT MEASURED
 AT FM BY CLIENT'S REQUEST

* CATAPULT SERIES *

SURFACES: _____
 EDGE DETAIL: VINYL EDGE TO MATCH
 STORAGE: _____
 HANDLES: _____
 SUPPORTS: _____
 PANELS: _____
 TACK BOARD: _____
 PAPERFLOW: WHITE OR BLACK

CLIENT SIGNATURE X _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 5, 2024

TO: Village Board

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

SUBJECT: Recommendation to Enter into a Design-Build Contract with Burke, LLC for the Downtown Streetscape - Harrison and Washington Streets Project

Attached is the design-build contract proposal with Burke, LLC, to complete Stage 1D of the Downtown Master Plan, including South Harrison Street and Washington Street north and south of Main Street. The work includes concrete pavement, brick paver sidewalk and bike path, on-street parking, pedestrian and roadway lighting, and decorative tree grates on S. Harrison Street, brick paver roadway and sidewalk, on-street parking, roadway and catenary lighting, and decorative tree grates on Washington Street.

The design-build approach to this project will be the same as the Main Street projects, and N. Harrison Street completed several years ago. It allows the Village to receive competitive pricing from reputable contractors who will perform the work and the necessary design and construction management engineering in one package.

Burke, LLC, proposes to utilize construction services with Martam Construction in this contract, given their exceptional past work in the Village's downtown, competitive pricing, and overall knowledge of the Village's expectations for quality and customer service. This work is expected to begin this spring, with completion in late fall 2024. The work is scheduled to begin on the heels of the Dry Utility Relocation Project (DURP), which is scheduled for completion in late April of this year.

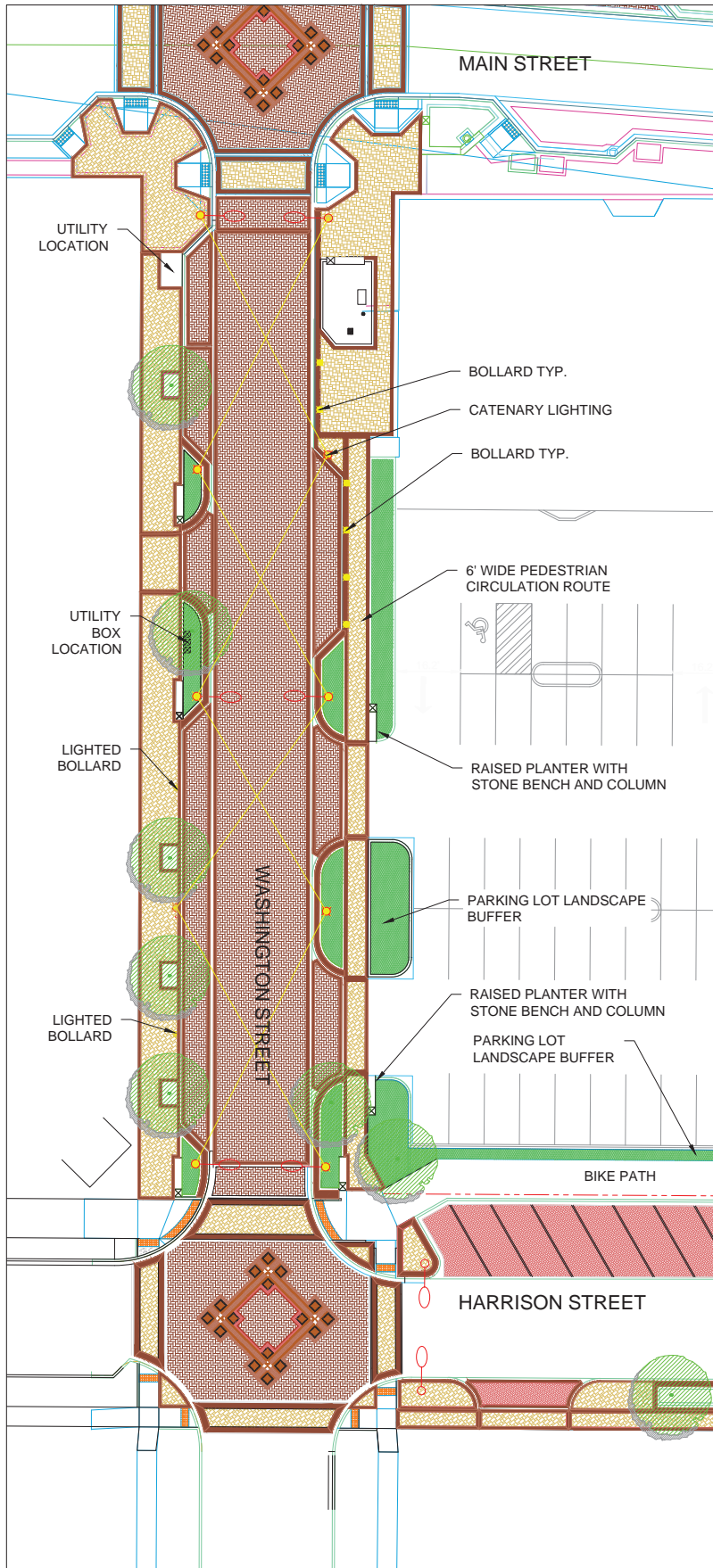
Staff budgeted \$1,000,000 in the Street Improvement Funds for this project this fiscal year, and \$5,500,000 is proposed in the budget for the Street Improvement Fund in FY 2024/25. The proposal is a not-to-exceed amount of \$6,311,188 and includes construction oversight. Please note that this contract does not include the complete reconfiguration and replacement of the Village-owned parking lots west of S. Harrison Street, as the final layout and design are ongoing. The parking lot reconfiguration and replacement will be submitted as a separate contract in the coming months.

Therefore, staff recommends that the Village Board consider this item for approval. Staff proposes moving forward with Burke, LLC., for the Downtown Streetscape Project – Harrison Street and Washington Street in the amount of \$6,311,188.00.

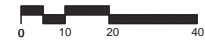
Summary

1. This project advances the next phase (Stage 1D) of the Downtown Master Plan.
2. The Design-Build approach is recommended with Burke, LLC. to meet high-quality standards, consistency, and expedited construction timing.
3. The project includes an additional 23 on-street parking spaces to address this need in the downtown.
4. Sufficient funds are proposed within the Street Improvement Fund to cover these costs.

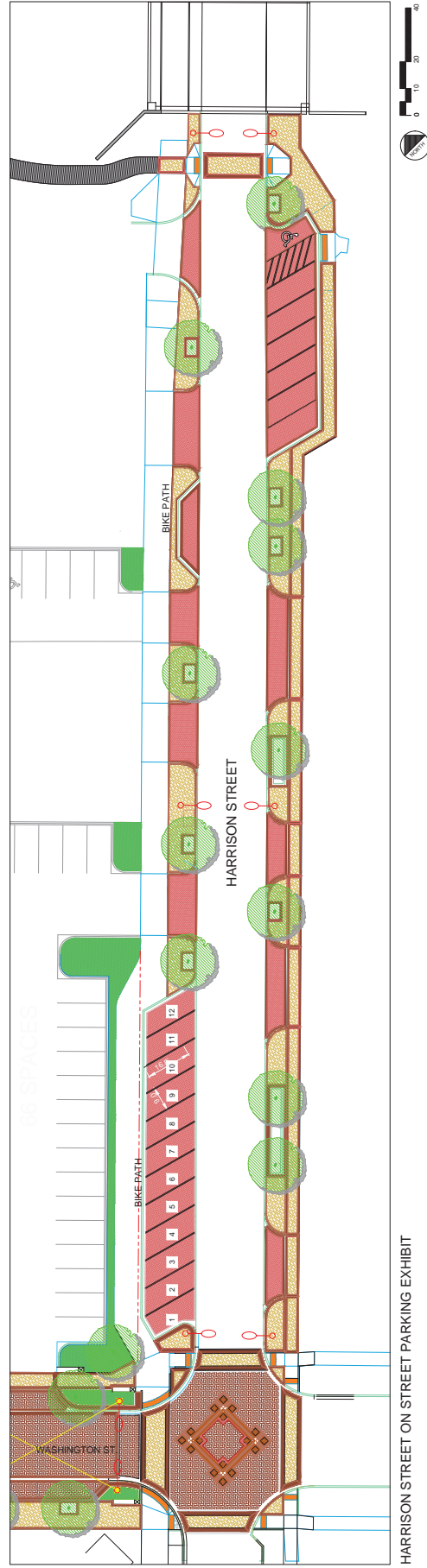
Therefore, it is our recommendation that the Village Board take action to move this matter for approval of Design-Build – Downtown Streetscape – Harrison and Washington Streets in the amount of \$6,311,188.00 to Burke, LLC.



WASHINGTON STREET SHARED USE STREET

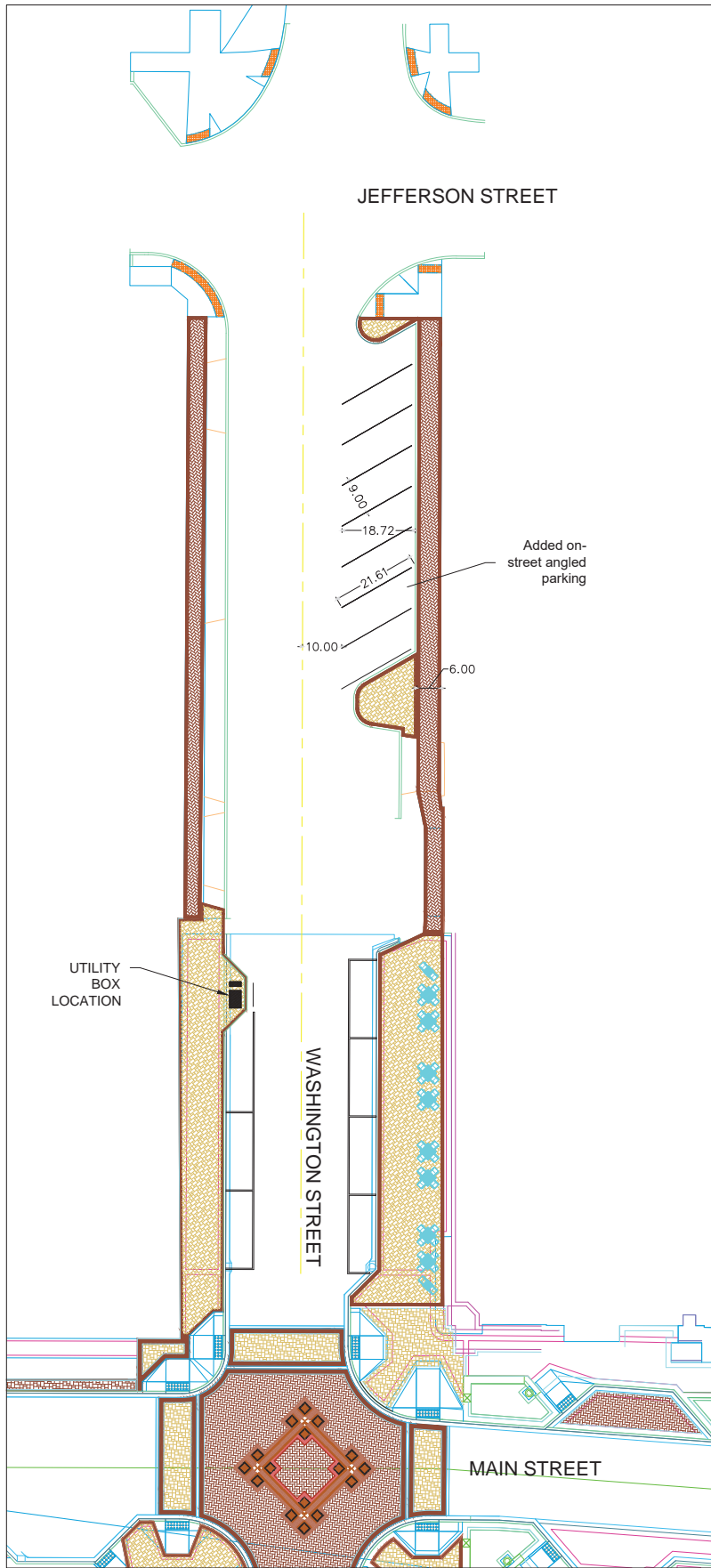


CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

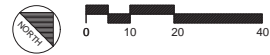


HARRISON STREET ON STREET PARKING EXHIBIT

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 2025 W. Higgins Road, Suite 400
 Rosemead, Illinois 60018
 617-655-0000



WEST WASHINGTON STREET ON STREET PARKING





2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Burke LLC for the Design-Build for the Downtown Streetscape - Harrison and Washington Streets Project in the Amount of \$6,311,188.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Harrison and Washington Streetscape

CONTRACT DATE: March _____, 2024

GUARANTEED MAXIMUM
PRICE: \$6,311,188

SUBSTANTIAL COMPLETION DATE: November 22, 2024

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The Plans prepared by 1) Harrison and Washington Streetscape by Christopher B. Burke Engineering, Ltd.; including any Addenda thereto.

.5 Village of Algonquin Standard Certifications
a. Business Organization
b. Certification of Eligibility
c. Equal Employment Opportunity
d. Illinois Prevailing Wage Act
e. Contractor's Certification
f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all of the construction, procurement, and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design, and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction, and construction management services, and providing all facilities, supplies, material, equipment, tools, and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Coordination and Communication Plan. Metro Strategies Group a planning, policy and public affairs firm, will assist the Construction Manager in crafting an approach to specifically address the project coordination and communication needs including assisting with an open house and related material, website updates, branding and social media content. Metro Strategies' services are fully described in the attached proposal. The Construction Manager will also be responsible for scheduling and conducting meetings at which the appropriate parties can discuss the status of the Work.

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.10 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The

Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.

3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois

laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be

requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.

- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from

the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.
- 3.24 Field Office. The Construction Manager shall obtain a field office within the Village's corporate limits for the duration of the project. The field office will be for the exclusive use of the Construction Manager and its Subcontractors.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the Contract Date listed on page 1. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.

- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost

progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the Plans prepared by Christopher B. Burke Engineering, Ltd. and Engineering Enterprise, Inc., including any Addenda thereto.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.

- .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.

- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be

construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final

payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
 - .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.

- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
 - .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or

offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.

- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;

- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions

are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.
- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an

endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.
- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
 - .2 if the Work is suspended by the Owner for thirty (30) days;
 - .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
 - .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages

allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish

the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

- 12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and

Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

- 12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

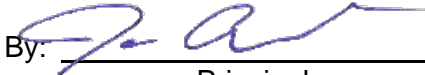
- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:
 Village of Algonquin
 2200 Harnish Dr
 Algonquin, IL 60102

Contractor:
 Burke, LLC
 9575 W. Higgins Road, Suite 600
 Rosemont, IL 60018

By: _____ Date: _____

By:  _____ Date: 2/15/2024
 Principal

Attest: _____ Date: _____

By:  _____ Date: 2/15/2024
 Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.


By:  Date: 12/6/17
Principal

By:  Date: 12/6/17
Principal

By:  Date: 12/6/2017
Principal

By:  Date: 12/06/2017
Principal

By:  Date: 12/6/17
Principal

By:  Date: 12/06/17
Principal

By:  Date: 12-16/17
Principal

By:  Date: 12/6/2017
Principal



**Harrison and Washington Streetscape
Improvements
Algonquin, Illinois**



Exhibit A - Summary Schedule of Values

Item	Contract Value	
Electrical Streetscape Improvements	\$	1,074,263
Electrical Streetscape Construction	\$	895,985
Additional Design Expenses	\$	61,800
Construction Management	\$	71,679
General Conditions (Insurance OH and Profit)	\$	44,799
*Civil Streetscape Improvements	\$	5,201,425
Civil Streetscape Construction	\$	4,443,119
Irrigation Complete	\$	75,000
Landscape Allowance	\$	75,000
Additional Design Expenses	\$	45,700
Construction Management	\$	340,450
General Conditions (Insurance OH and Profit)	\$	222,156
Project Coordination and Communication Plan	\$	35,500
Metrostrategies	\$	35,500

Contract Price	\$ 6,311,188
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* Work includes new access ramp construction at 119 S. Main