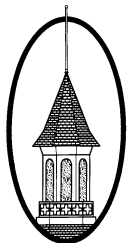


**COMMITTEE OF THE WHOLE**  
**JANUARY 10, 2023**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:30 P.M.**

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

**- - AGENDA - -**

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Presentation – Community Survey**
- 4. Community Development**
- 5. General Administration**
  - A. Consider an Amendment to the Agreement Associated with Resolution 2022-R-84 for the Hitchcock Design Group Presidential Park Project
  - B. Consider an Amendment to the Agreement Associated with Resolution 2022-R-91 for the Hitchcock Design Group Towne Park Project
  - C. Consider Entering into an Affiliate Agreement with Goal Soccer Club (Formerly ALITHSA)
  - D. Consider a Resolution for Authorizing Certain Financial Institutions as Designated Depositories
- 6. Public Works & Safety**
  - A. Consider an Agreement with Baxter & Woodman Natural Resources, Inc. for the Natural Area Restoration Design and Installation of the CarMax/Huntington Dr. Detention/Arbor Hills Naturalization Project
  - B. Consider an Agreement with HR Greet for the Souwanas Trail, Schuett Street, and Oceola Drive Improvement Project Phase 3 Engineering Services
  - C. Consider Change Order #14 for the Crystal Creek Riverwalk Improvements and Harrison St. Bridge Replacement
  - D. Consider Change Order #15 for the Crystal Creek Riverwalk Improvements and Harrison St. Bridge Replacement
  - E. Consider a Supplemental Agreement with CBBEL for the Downtown Streetscape Roundabout, N Harrison Street, and Main Street Bike Trail - Phase III Engineering Services
- 7. Executive Session (if needed)**
- 8. Other Business**
- 9. Adjournment**



# VILLAGE OF ALGONQUIN

## GENERAL SERVICES ADMINISTRATION

### – M E M O R A N D U M –

DATE: January 4, 2022

TO: Tim Schloneger, Village Manager

FROM: *Matthew Bajor, Assistant to the Village Manager*

SUBJECT: 2022 Algonquin Community Survey

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In fall, staff began work on the eleventh annual Algonquin Community Survey to residents of the Village. This survey was scientific in design and results are statistically-significant. This statement signifies that results can be used to make inferences about the entire population within a certain degree of accuracy.

Exactly 1,750 residents were randomly selected to complete the survey which was delivered via mail in late September. The overall response rate was 14.5% with 254 residents responding to the survey.

The survey asked questions about quality of life measures, perceptions of safety, quality and importance of Village programs and services, performance of Village employees, and general demographic information.

The Algonquin Community Survey provides an enhanced means to:

- Foster a continuous improvement organizational culture
- Allocate budgetary resources using a data-driven approach
- Measure progress toward strategic goals
- Evaluate municipal services through the voice of our customers (residents)

A presentation of the results will be presented to the Committee of the Whole at their meeting on January 11, 2023. Additionally, a full report will also be provided to the Village Board (which will also be online at [www.algonquin.org/survey](http://www.algonquin.org/survey)) to augment the presentation.

Management Intern Ethan Hoffman played an important role in the administration of the survey.

Please do not hesitate to contact me with any questions.

Attachment (1)

- Executive Summary

CC: Micheal Kumbera, Assistant Village Manager





2022

# Algonquin Community Survey Report of Results





## Mission Statement and Values

### Mission Statement

The mission of the people of Algonquin is to foster a harmonious, distinctive community with a strong sense of place, preserving its ecological and historical richness, providing a safe and comfortable environment, through a responsible use of community resources, and developing ownership and pride in the community through significant citizen involvement in all civic, social, and cultural affairs.

To this end, we will provide for the needs of today, prepare for the demands of tomorrow, and Remain mindful and respectful of the past.

### Values

#### Respect

We are committed to fairness, inclusion, justice, compassion, and equal outcomes for all. We are open-minded and treat all individuals with respect and dignity.

#### Integrity

We are committed to the highest ideals of honor and integrity in all public and professional relationships.

#### Innovation

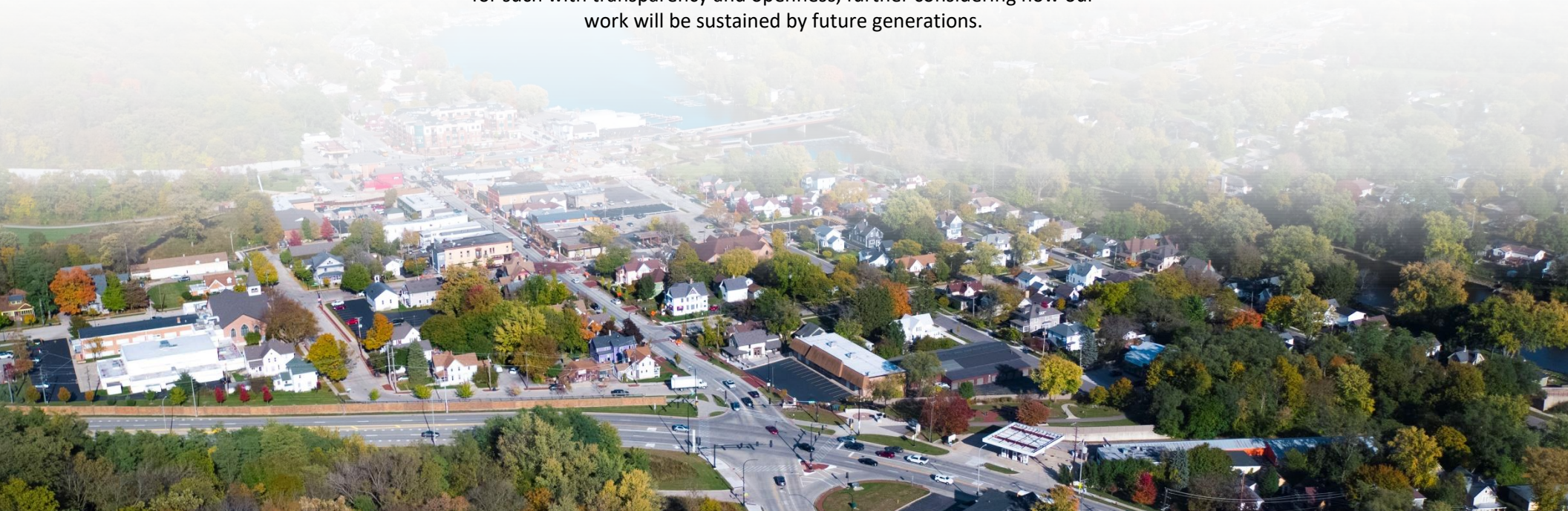
We are committed to a forward-thinking environment that embraces change and supports learning, creativity, calculated risks, and continuous improvement.

#### Collaboration

We are committed and accountable to organizational success and celebrate our shared dedication to public service.

#### Stewardship

We are committed to our natural, fiscal, and social resources and will care for such with transparency and openness, further considering how our work will be sustained by future generations.





This report consists of the results from the eleventh annual Algonquin Community Survey which was conducted in 2022. Goals of the survey are to evaluate municipal services and resident's perceptions of the community, identify trends, and develop strategies for future service delivery.

Project information and historic reports are available at: [www.algonquin.org/survey](http://www.algonquin.org/survey).

### Project Summary

In September 2022, the Algonquin Community Survey was sent to randomly selected households in the community. Village staff was responsible for designing, administering, tabulating, and reporting the results of the Algonquin Community Survey. All Village department heads were given an opportunity to review draft versions. Every year, the Algonquin Community Survey instrument is reviewed and evaluated to determine any necessary modifications in the survey format needed to accurately capture resident opinions, while maintaining its integrity for meaningful year-to-year analysis.

The three-page survey was mailed to 1,750 randomly selected households on September 16, 2022. Households were given 29 days to complete and return the survey. During the fall months of 2022, staff entered raw data into Microsoft Excel. Following entry into Excel, data was analyzed and various cross-tabulations were performed. Cross-tabulations allow users the ability to "drill down" within the results to see how certain segments of the population responded. For example, results can be broken down by age, gender, location of household, and length of residency. This information is useful in identifying underlying trends.

The survey instrument is also available for residents to complete online. Residents that received survey instruments were also given unique identifiers that allowed them to access the survey. The results from the online version were formatted such that they aligned with the questions

and answers in the mailed survey instrument. The feedback from both surveys is combined for calculations.

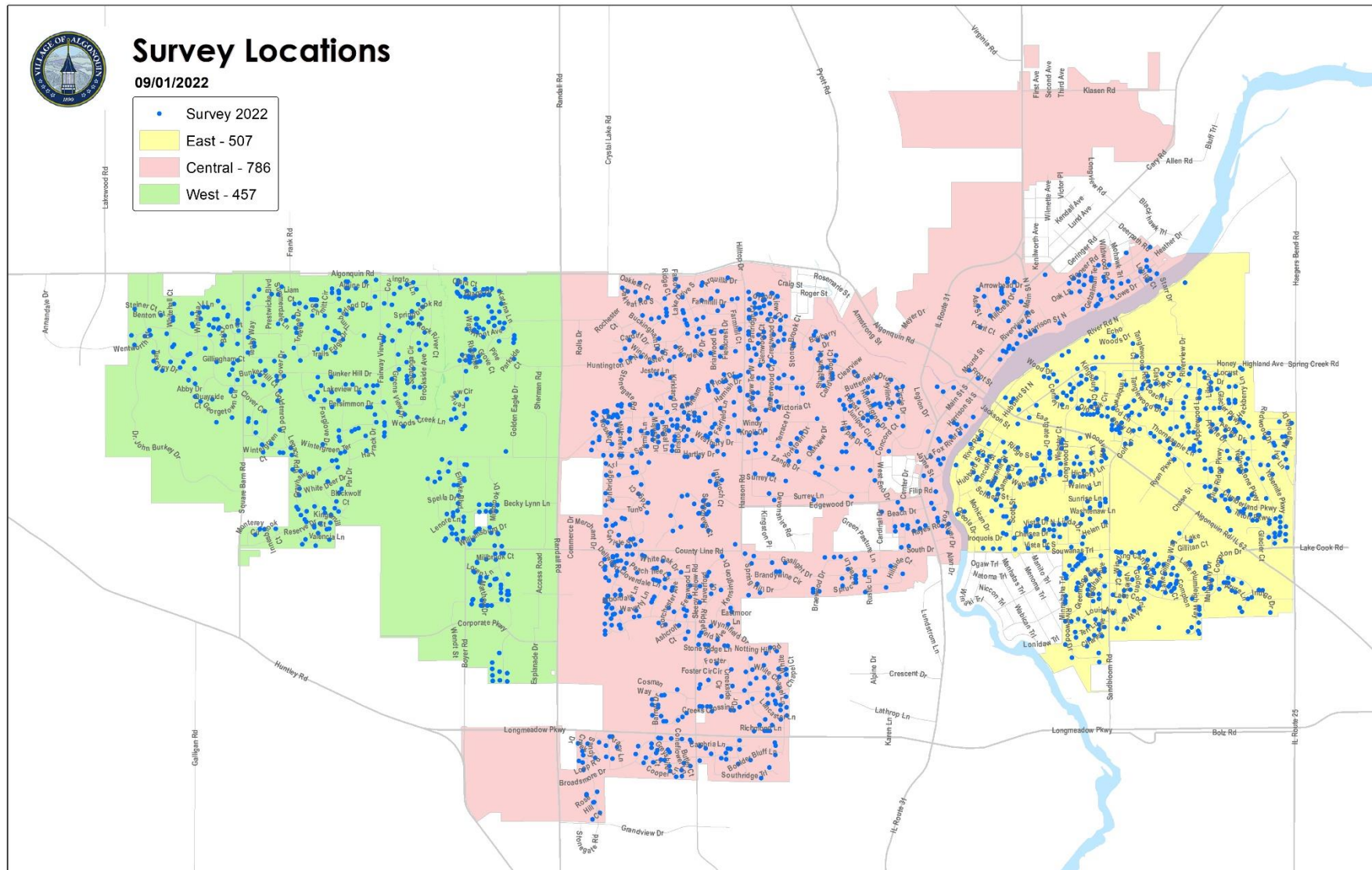
### Margin of Error

The Algonquin Community Survey was conducted with a 90% confidence level and a margin of error of 5%, plus or minus. Based on the survey responses received, 95% of the time, the results of a survey should differ by not more than 5% in either direction from what would have been obtained by surveying all households in Algonquin's population base.

### Report

This report summarizes the results for each question in the survey and reports on any variances in attitude or perception where significant among demographic subgroups. This survey also reports year-to-year comparisons to help identify trends and changes.





Of the 1,750 surveys distributed, 254 were returned for a 14.5% overall response rate. Further delineating response rate by geography, households East of the Fox River had a 18.3% response rate, households west of the Fox River and east of Randall Road had a 13.0% response rate, and households west of Randall Road had an 10.5% response rate. A total of eleven respondents did not indicate in what area of Algonquin they resided.



### Quality of Life

The Village of Algonquin earns its reputation as the "Gem of the Fox River Valley" by providing quality services and amenities to the community. This category asks residents to evaluate the overall quality and image of Algonquin, as well as Algonquin as a place to live, work, and play.

**The highest rated measure for this category is Your Neighborhood as a Place to Live, receiving a positive (Good or Excellent) rating of 95.2% by respondents.** The next two top-rated measures are Algonquin as a Place to Live (94.8%) and Algonquin as a Place to Raise Children (91.1%).

Traffic Flow on Major Streets (50.0%), Value of Services for the Taxes Paid to the Village of Algonquin (58.7%), and Employment Opportunities (56.4%) are the bottom most rated measures in this category.

### Police/Public Safety

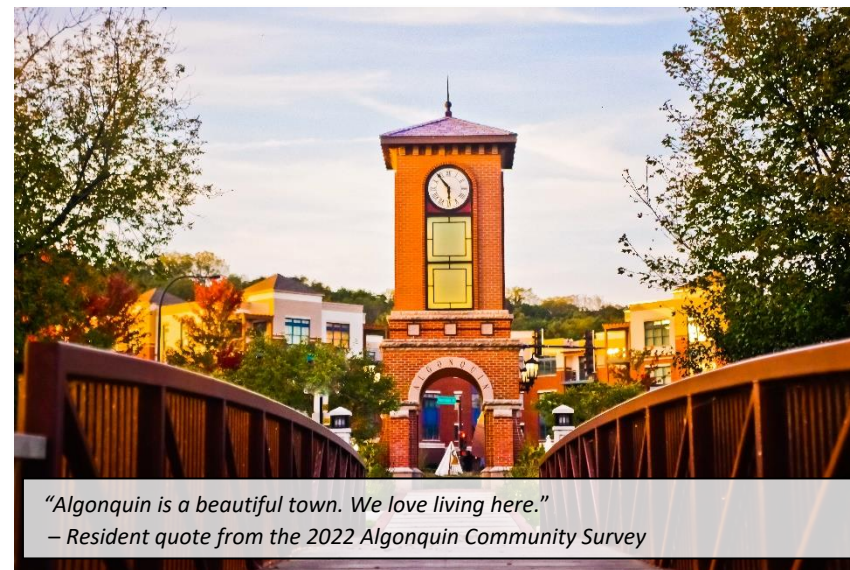
Ensuring public safety is one of the most critical charges of municipal government. The results of the Algonquin Community Survey indicate the vast majority of Algonquin residents feel safe in their neighborhoods.

**This year, the highest rated measure for this category is 911 Services (93.7%),** followed by Crime Prevention (90.8%) and Responding to Citizen Calls (89.6%).

The bottom most rated measures for Police/Public Safety include Traffic Enforcement (73.9%) and Patrol Services (78.8%).

The Village of Algonquin Police Department is charged with protecting the safety and welfare of the public. During the 2020 calendar year, the Police Department responded to 14,155 service calls. In 2021, the Police Department responded to 14,615 service calls.

Fire protection and emergency medical services are provided to the community by the Algonquin-Lake in the Hills Fire Protection District, Carpentersville & Countryside Fire Protection District, and Huntley Fire Protection District.



### Public Works/Infrastructure

Residents were asked to rate the quality of services related to Public Works and Infrastructure in Algonquin.

**The highest rated measure for this category is Overall Public Works (86.6%),** followed by Public Property Maintenance (85.8%) and Pedestrian & Bicycle Paths (84.5%).

Drinking Water (63.3%) and Street Improvement (69.2%) are the bottom most rated measures in this category.

The Village of Algonquin has 130 miles of municipal-owned and maintained streets; 165 miles of water mains; 137 miles of sanitary sewer; and over 10,000 municipal-owned and maintained trees.

In addition, Algonquin continues to receive recognition for providing premier parks and trails for its residents and it has been named a Tree City USA for 26 consecutive years, since 1996, by the Arbor Day Foundation.

### Parks/Recreation

Parks and recreational services add to the high quality of life that Algonquin residents enjoy.

**The highest rated measure for this category is Parks Maintenance (88.9%).** The following top two rated measures are: Quality of Village Parks (88.8%) and Preservation of Natural Areas (83.9%).

The bottom rated measures in this category are Recreation Programs (71.3%) and the Swimming Pool Facility (71.7%).

The Village of Algonquin owns and maintains all parks within the Village limits. There are currently 21 active park sites that span nearly 166 acres within the Village. Algonquin Recreation provides activity programs and special events at these parks and other facilities, including Historic Village Hall and the Lions-Armstrong Memorial Pool.

Additionally, Barrington Hills Park District, Dundee Township Park District, and the Huntley Park District serve portions of Algonquin.

### Community Development

The Community Development Department is responsible for planning/zoning, building permitting, economic development, and code enforcement.

**The highest rated measure in this category is Overall Community Development (77.5%).** The next two top rated measures are Ease/efficiency of obtaining permits (77.1%) and Economic Development (73.1%).

The bottom most rated measure this year was Code Enforcement (68.3%).

In calendar year 2021, the Community Development Department issued 3,557 building permits. In 2022, the Department issued 3,417 building permits.

### General Services

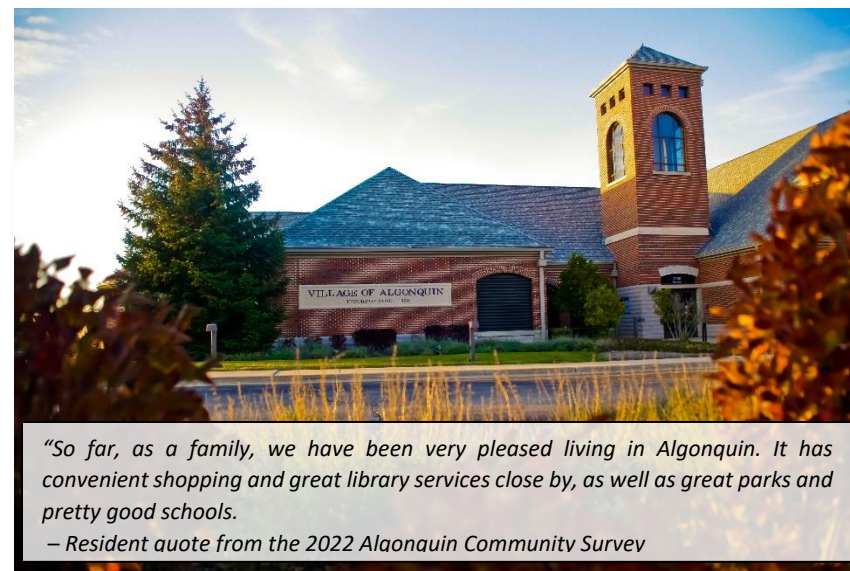
This section of the Algonquin Community Survey asked respondents to evaluate services and programs ranging from the Village newsletter to promoting the Village to attract visitors.

**The highest rated measure in this category is the Village Newsletter (91.9%).** The next two top rated measures are Recycling (91.5%) and Garbage Collection (91.5%).

The bottom most rated measure in this category is Promoting Village to Attract Visitors (67.3%).

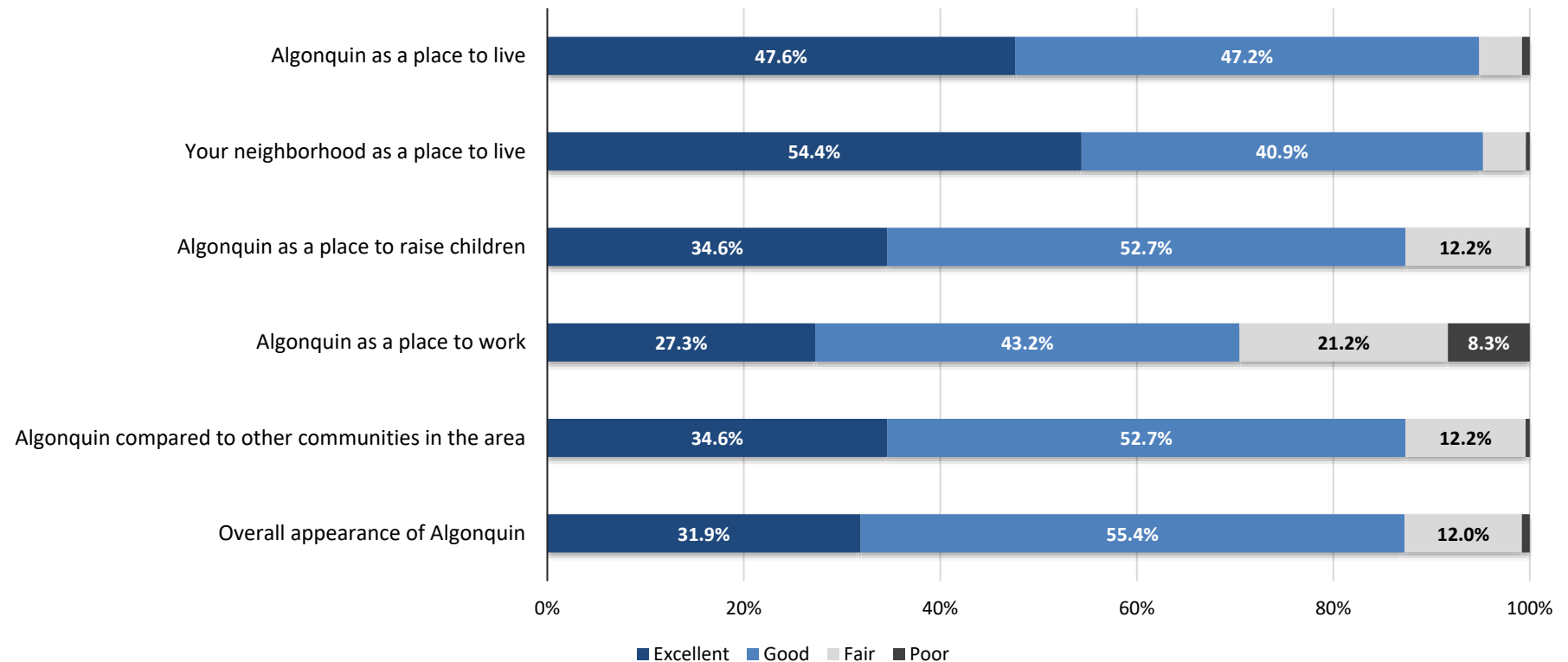
### Customer Service

Overall, employee interaction was rated Excellent or Good in all three evaluation categories: knowledgeable (91.1%), responsive (89.9%), and courteous (89.2%). **Overall, 91.2% of residents rated their interactions with Village employees as positive.**





### Quality of Life in Algonquin

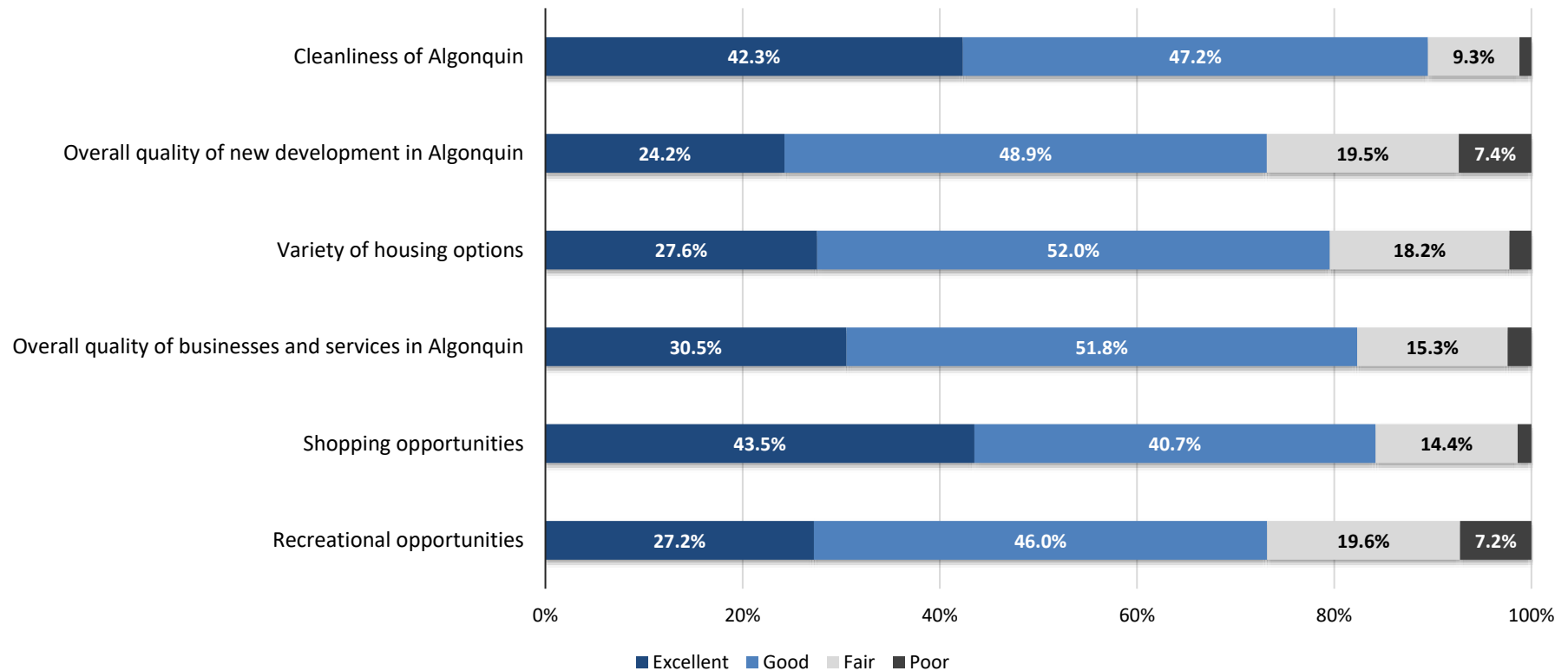


The chart above illustrates the first of four charts that quantify perceptions of quality of life in Algonquin. The term "positive" will be used as a combination of both "excellent" and "good" ratings. **95.2% of respondents rated Your Neighborhood as a Place to Live positively.** In 2021, 92.1% of respondents rated this measure positively.

**Algonquin as a Place to Work remains an area of focus, which received a significant number of Fair (21.2%) and Poor (8.3%) ratings.** This measure also received a significant number of Fair (23.9%) and Poor (10.6%) ratings in 2021.

**Algonquin as a Place to Work also experienced the largest year-over-year change in this section (+5.0%), an increase from 2021.** This measure has increased 14.8%, or 1.3% each year, since the inception of the survey in 2012.

## Quality of Life in Algonquin (Part 2)



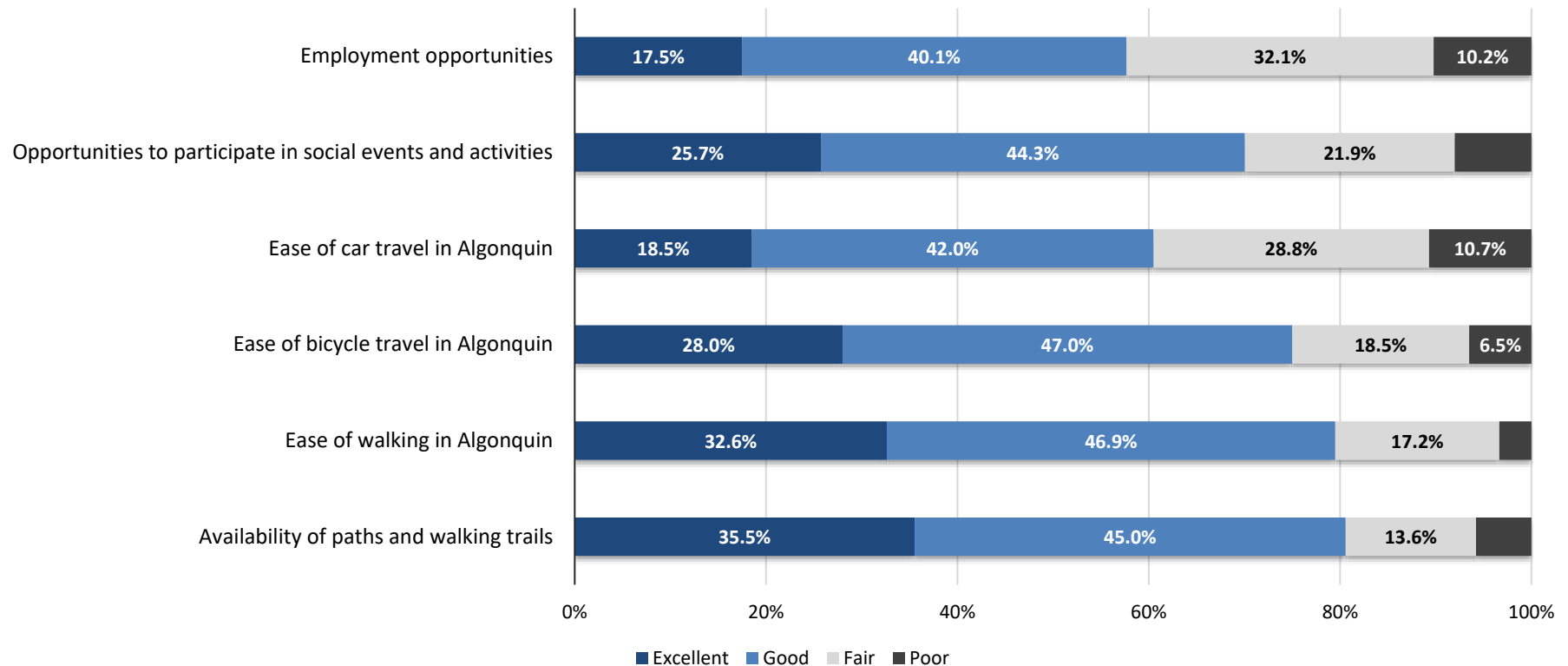
The chart above illustrates the second of four charts that quantify perceptions of quality of life in Algonquin. **89.5% of respondents rated the Cleanliness of Algonquin as positive.** In 2021, of 91.2% of respondents rated this measure positively.

**An area of focus is Overall Quality of New Development in Algonquin, which received a significant number of Fair (19.5%) and Poor (7.4%) ratings.** This measure also received a significant number of Fair (22.7%) and Poor (4.8%) ratings in 2021. Quality of new development in the Village has remained a priority. The Village recently initiated the process to update the Comprehensive Plan, which was last updated in 2008, to establish priorities that guide land use decisions affecting future development.

**Recreational Opportunities received 4.6% more positive ratings when compared to 2021.** At the onset of the COVID-19 pandemic, this measure decreased 8.4% with the cancellation of recreation programs and special events. With the reintroduction of recreation programs and special events with little restrictions, this measure is expected to continue recovering.



### Quality of Life in Algonquin (Part 3)

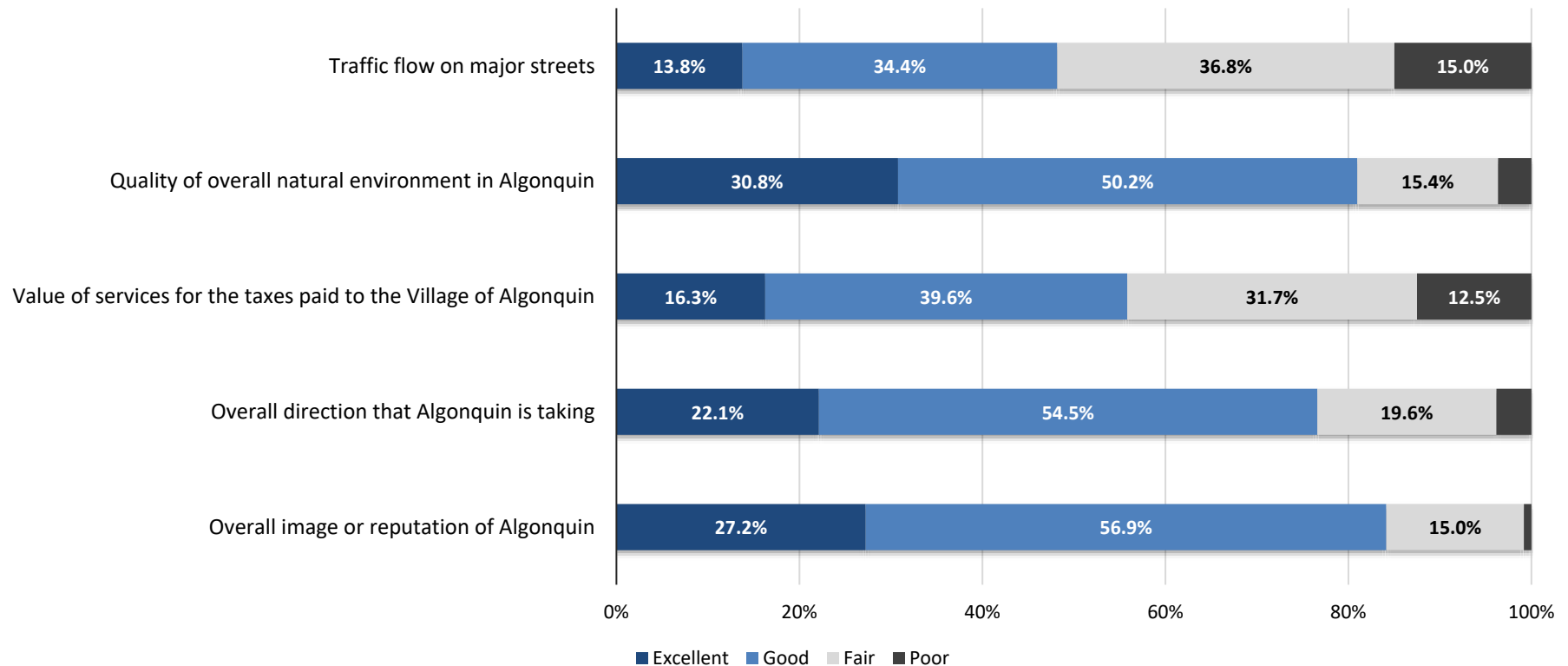


The chart above illustrates the third of four charts that quantify perceptions of quality of life in Algonquin. **80.6% of respondents rated the Availability of Paths and Walking Trails positively.** In 2021, 81.8% of respondents rated this measure positively.

**An area to focus on is Employment Opportunities, which received a significant number of Fair (31.6%) and Poor (12.0%) ratings.** This measure also received a significant number of Fair (31.6%) and Poor (12.0%) ratings in 2021. The unemployment rate in Algonquin has since rebounded following a historic low of 14.4% during the COVID-19 pandemic. Economic development also spurs employment opportunity in the Village through attracting and retaining employers. Development projects, like the NorthPoint Development in the Algonquin Corporate Campus, contribute to these opportunities.

**Ease of Walking in Algonquin increased by 4.7% when compared to 2021.** This measure has increased 18.7% since the inception of the survey in 2012. The Village owns and maintains over 30 miles of pedestrian use paths. Additionally, the Village participates in an annual sidewalk maintenance program that actively repairs and replaces 20% of the sidewalk throughout the Village.

### Quality of Life in Algonquin (Part 4)



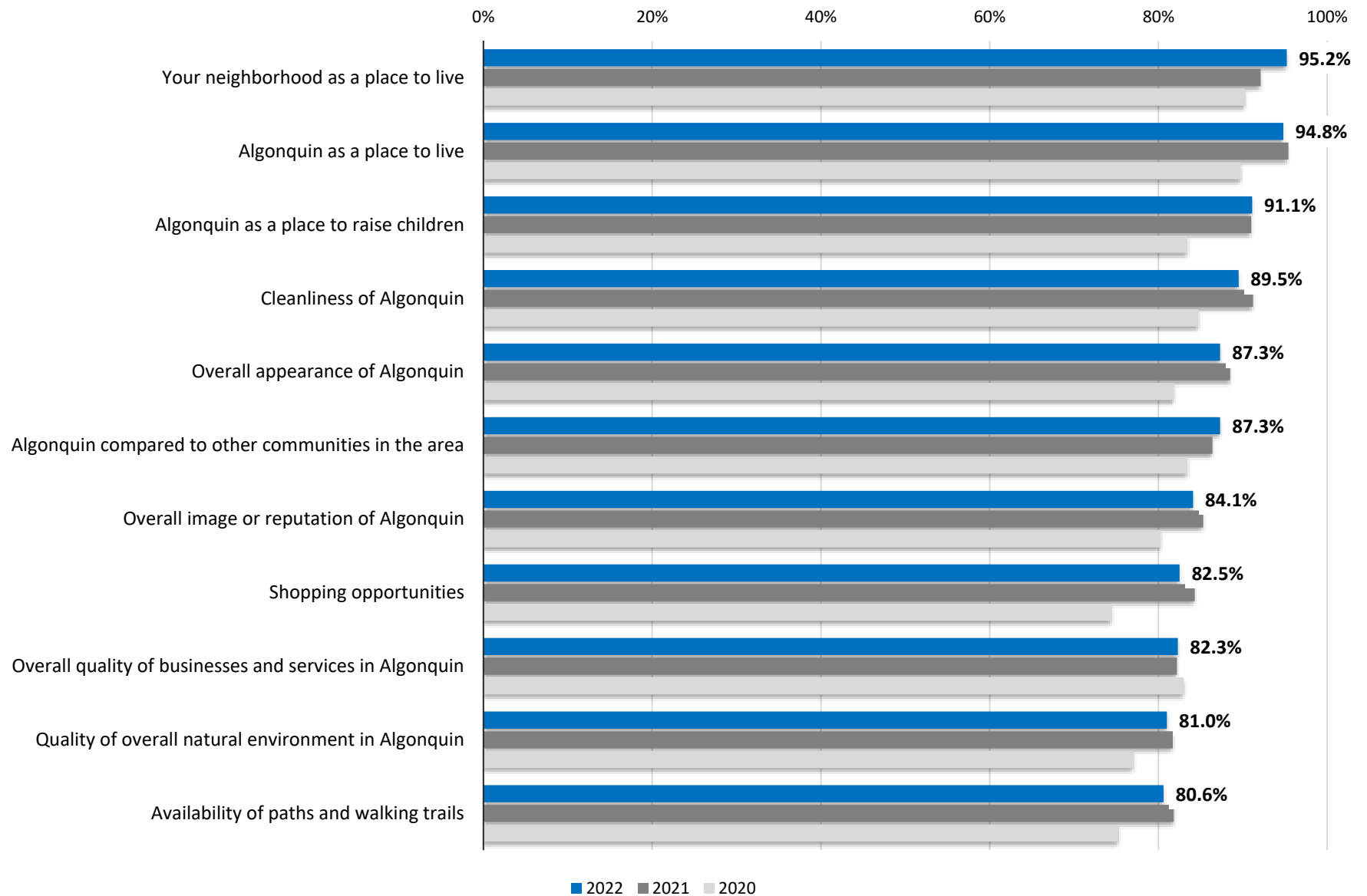
The chart above illustrates the last of four charts that quantify perceptions of quality of life in Algonquin. **84.1% of respondents rated the Overall Image or Reputation of Algonquin as positive.** In 2021, 85.3% of respondents rated this measure positively.

**Traffic Flow on Major Streets remains an area of focus, which received a significant number of Fair (36.8%) and Poor (15.0%) ratings.** This measure also received a significant number of Fair (33.8%) and Poor (16.2%) ratings in 2021. The historic average of this rating prior to 2021 was 27.4%. However, completion of significant roadway projects by other agencies and the Village have resulted in recent year increases of approximately 21.7%.

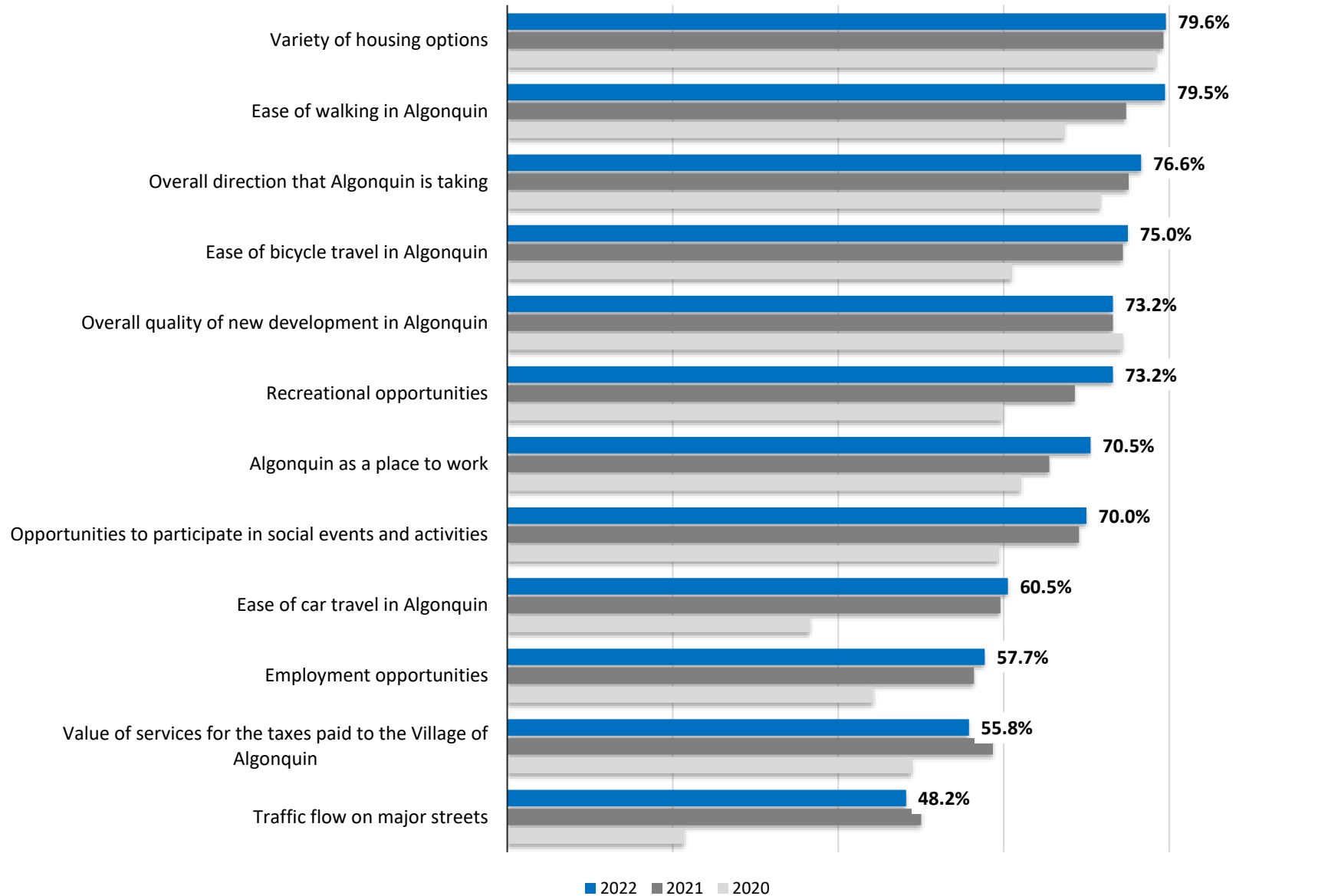
**The largest change in this section from 2021 to 2022, is Value of Services for the Taxes Paid to the Village of Algonquin (-2.9%), a decrease from 2021.** The Village portion of the property tax is approximately 6 percent. In other words, for every dollar that is paid by residents in property tax, the Village receives six cents. Schools, fire protection, county, and other taxing bodies (library, township, conservation, community college, etc.) comprise the remainder of the property tax bill.



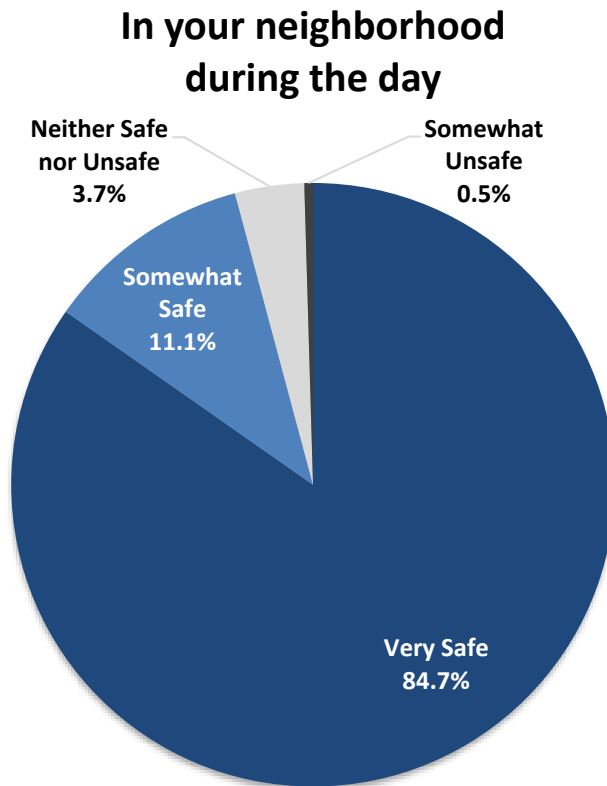
## Quality of Life Year-to-Year Positive Rating Comparison: 2020 - 2022



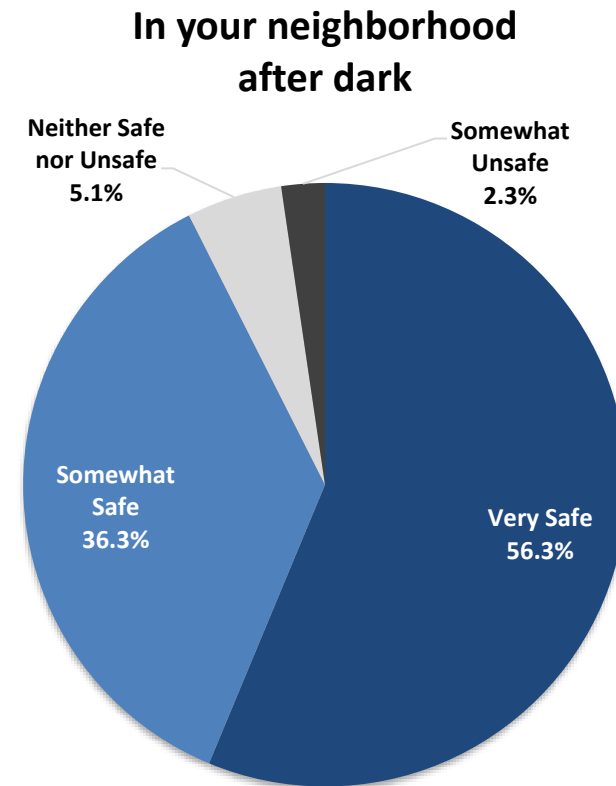
## Quality of Life Year-to-Year Positive Rating Comparison: 2020 - 2022 (Part 2)



## Public Safety: How Safe Do You Feel...



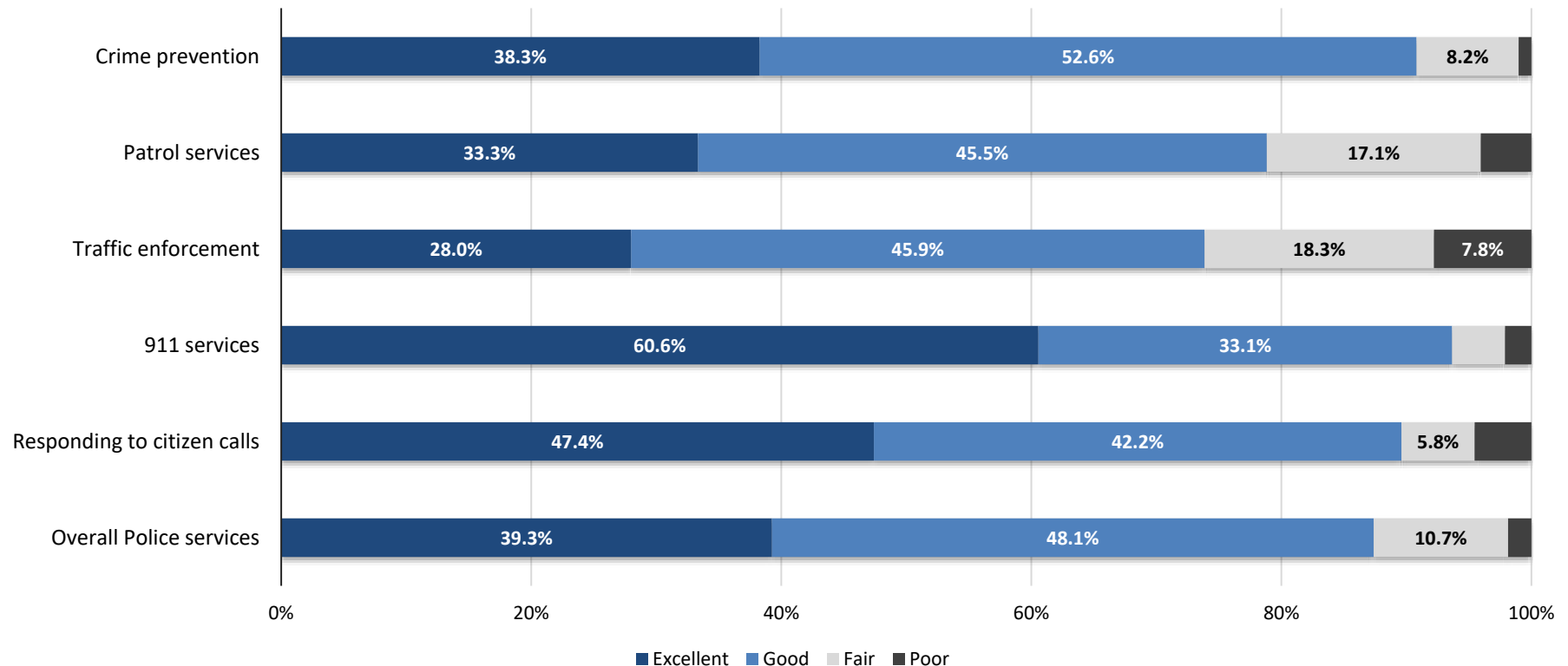
The above chart illustrates respondents' ratings as to how safe they feel in their neighborhood during the day. **Overall, 96% of respondents indicated that they feel either Very Safe or Somewhat Safe during the day.** Less than 1% of residents reported feeling less than safe during the day.



The above chart illustrates respondents' ratings on how safe they feel in their neighborhood after dark. **Overall, 93% of respondents indicated that they feel either Very Safe or Somewhat Safe after dark.** Around 2% of respondents state that they feel less than safe in their neighborhood after dark.



### Quality Ratings: Police/Public Safety Summary

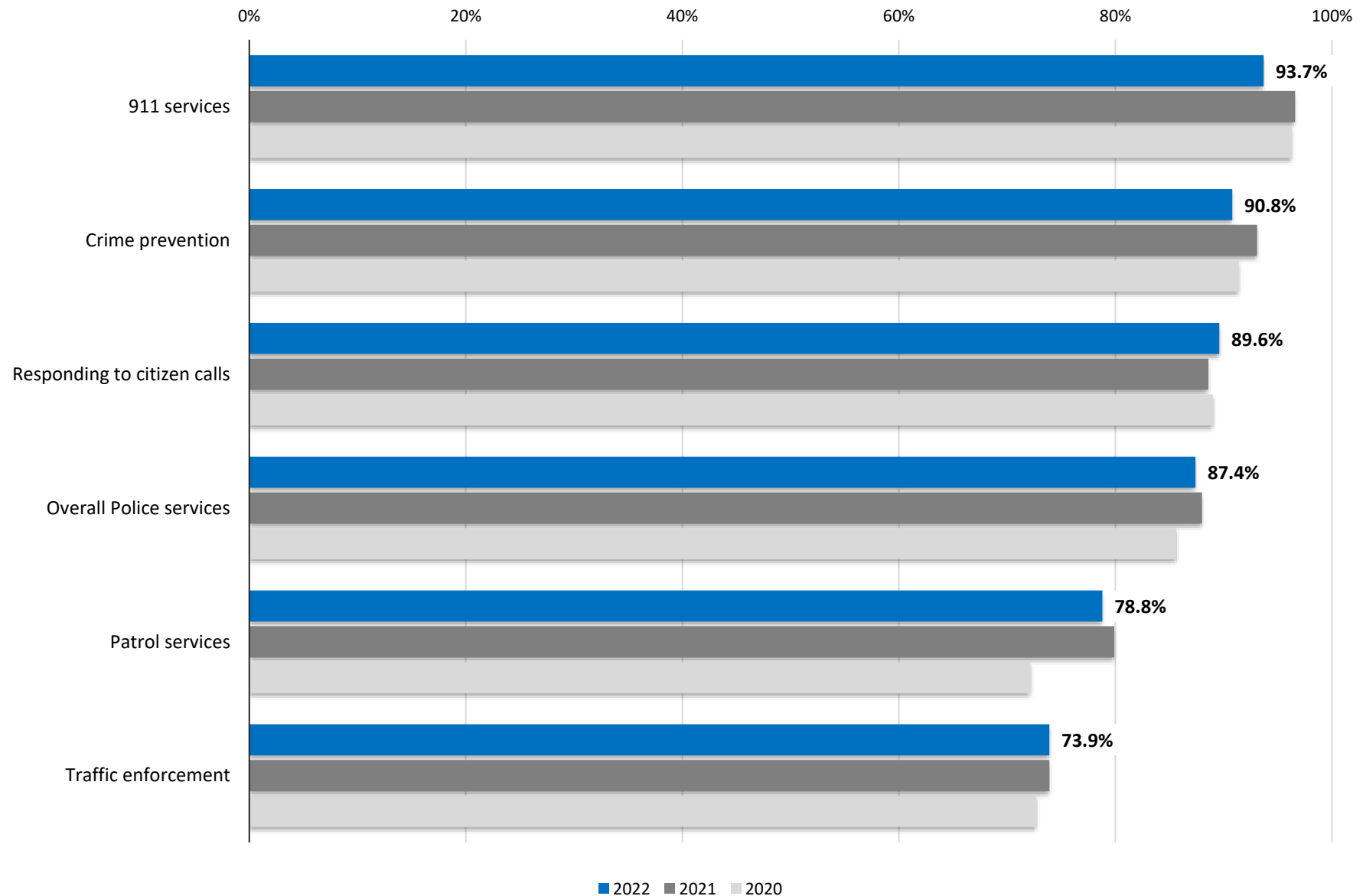


The chart above illustrates quality ratings related to Police and Public Safety Services. **93.7% of respondents rated 911 Services as positive.** In 2021, 96.6% of respondents rated this measure positively.

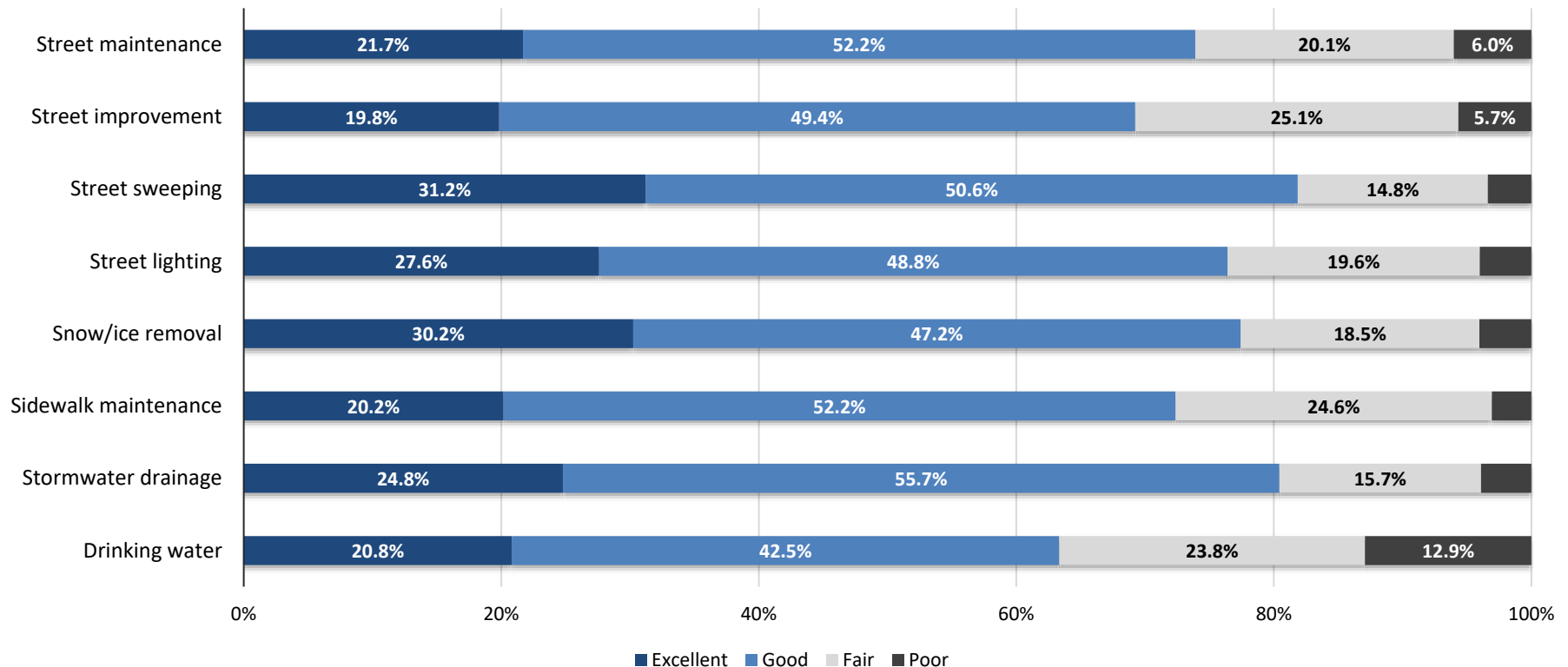
**Traffic Enforcement remains an area of focus, which received a significant number of Fair (18.3%) and Poor (7.8%) ratings.** This measure also received a significant number of Fair (18.6%) and Poor (7.4%) ratings in 2021. The Algonquin Police Department regularly participates in traffic enforcement campaigns during major holidays like Independence Day and Thanksgiving, which are funded through grants offered by the Illinois Department of Transportation and National Highway Safety Traffic Administration.

**The largest change from 2021 to 2022, in this section, is 911 Services, which decreased 2.9% from 2021.** The decrease in service quality aside, this service quality measure has remained stable with minor fluctuations since inception of the survey in 2012. 911 Services for the Village are provided through Southeast Emergency Communications, a consolidated emergency communications center that dispatches police, fire and medical services.

## Police/Public Safety Year-to-Year Positive Rating Comparison: 2020 - 2022



### Quality Ratings: Public Works/Infrastructure Summary (Part 1)



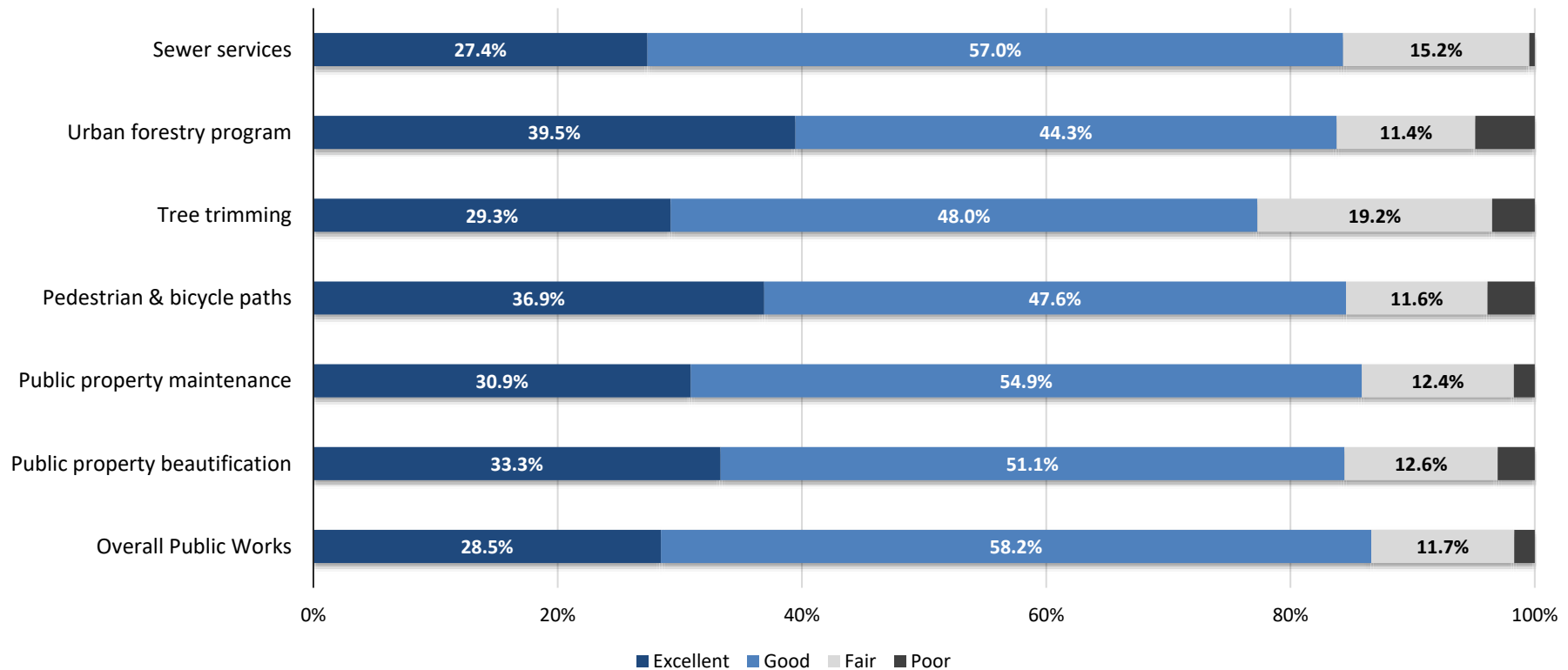
The chart above illustrates quality ratings related to Public Works and Infrastructure Services. **Street Sweeping was rated positively by 81.9% of the respondents.** This measure received positive ratings from 84.7% of respondents in 2021.

**Drinking Water remains an area of focus, which received a significant number of Fair (23.8%) and Poor (12.9%) responses.** This measure also received a significant number of Fair (20.8%) and Poor (10.8%) ratings in 2021. Annual water quality reports can be accessed on the Village's website.

**The largest change from 2021 to 2022, in this section, is Street Maintenance (-7.7%), a decrease from 2021.** During the year, the Village completed roadway improvements to Harnish Drive, the High Hill Subdivision, and made significant progress to the North Main Street Roundabout project. A schedule of current and upcoming capital improvement projects being conducted by the Village can be viewed under the "Capital Improvement Project Funds" section in the budget document for the current fiscal year by visiting [www.algonquin.org/transparency](http://www.algonquin.org/transparency).



### Quality Ratings: Public Works/Infrastructure Summary (Part 2)

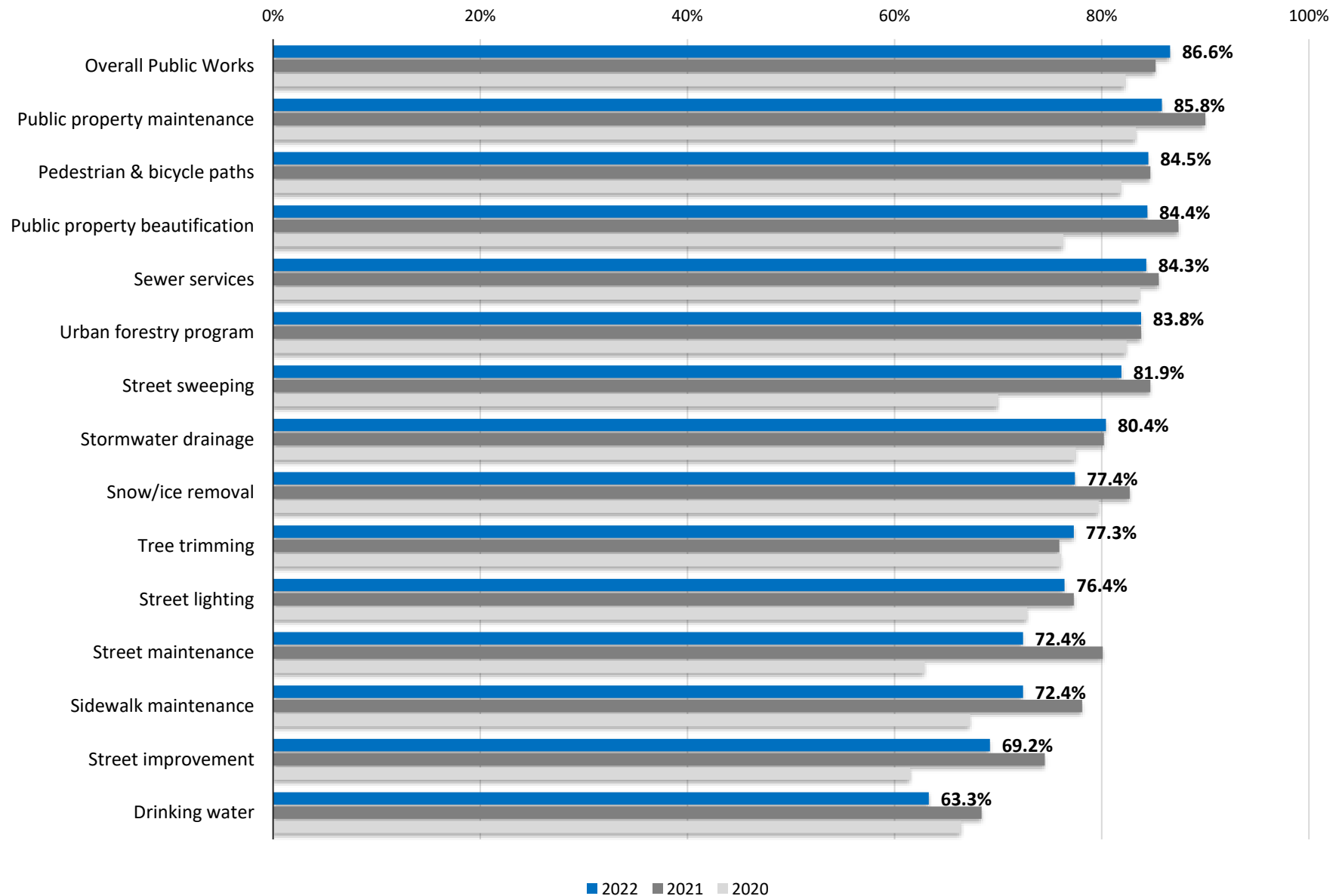


Above is another chart that illustrates quality ratings related to Public Works and Infrastructure Services. **90.0% of respondents rated Overall Public Works positively.** In 2021, 85.2% of respondents rated this measure positively.

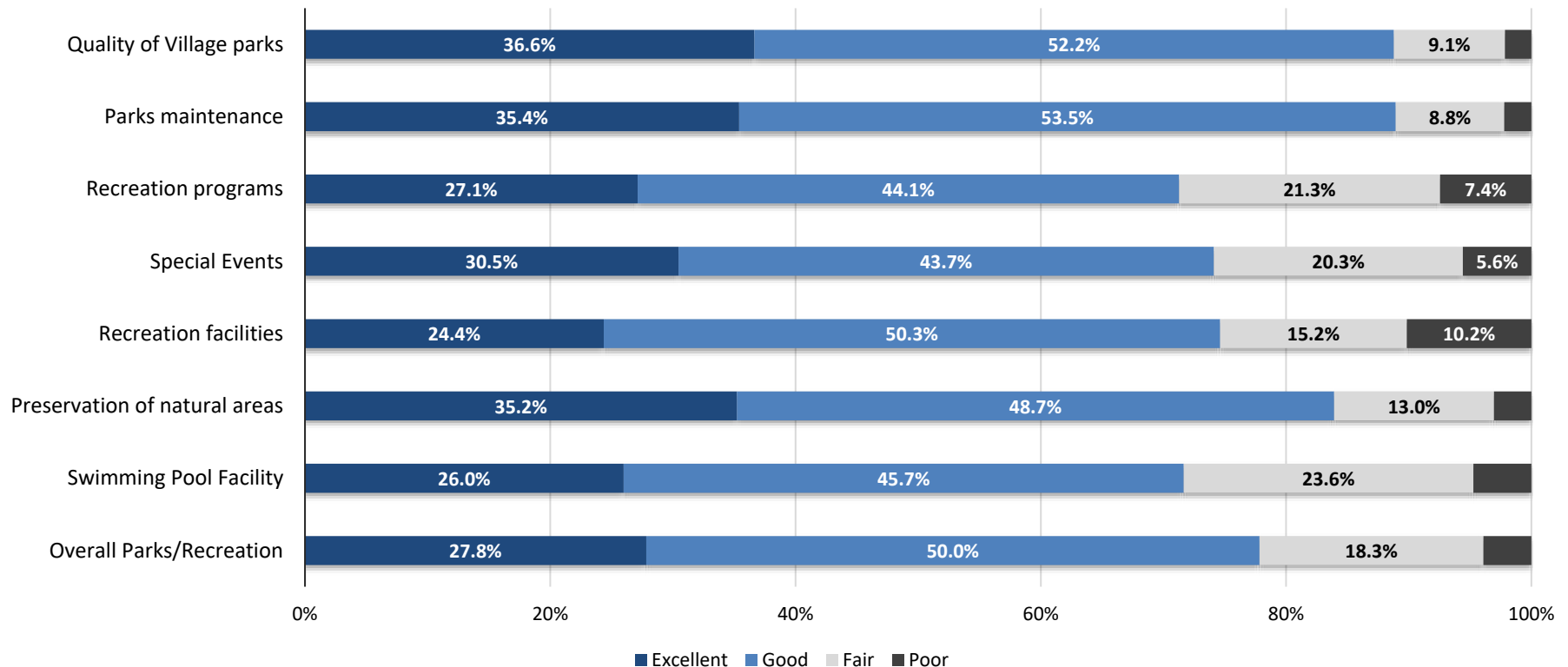
**Tree Trimming remains an area of focus, which received a significant number of Fair (19.2%) and Poor (3.5%) responses.** This measure also received a significant number of Fair (18.2%) and Poor (5.9%) ratings in 2021. This measure increased slightly from 2021 (+1.4%) and has also increased 6.1% since the inception of the survey.

**The largest change from 2021 to 2022, in this section, is Public Property Maintenance (-5.7%), a decrease from 2021.** Although this service quality measure experienced a decrease from the prior year, it has remained stable since the inception of the survey in 2012.

## Public Works Year-to-Year Positive Rating Comparison: 2020 - 2022



### Quality Ratings: Parks/Recreation



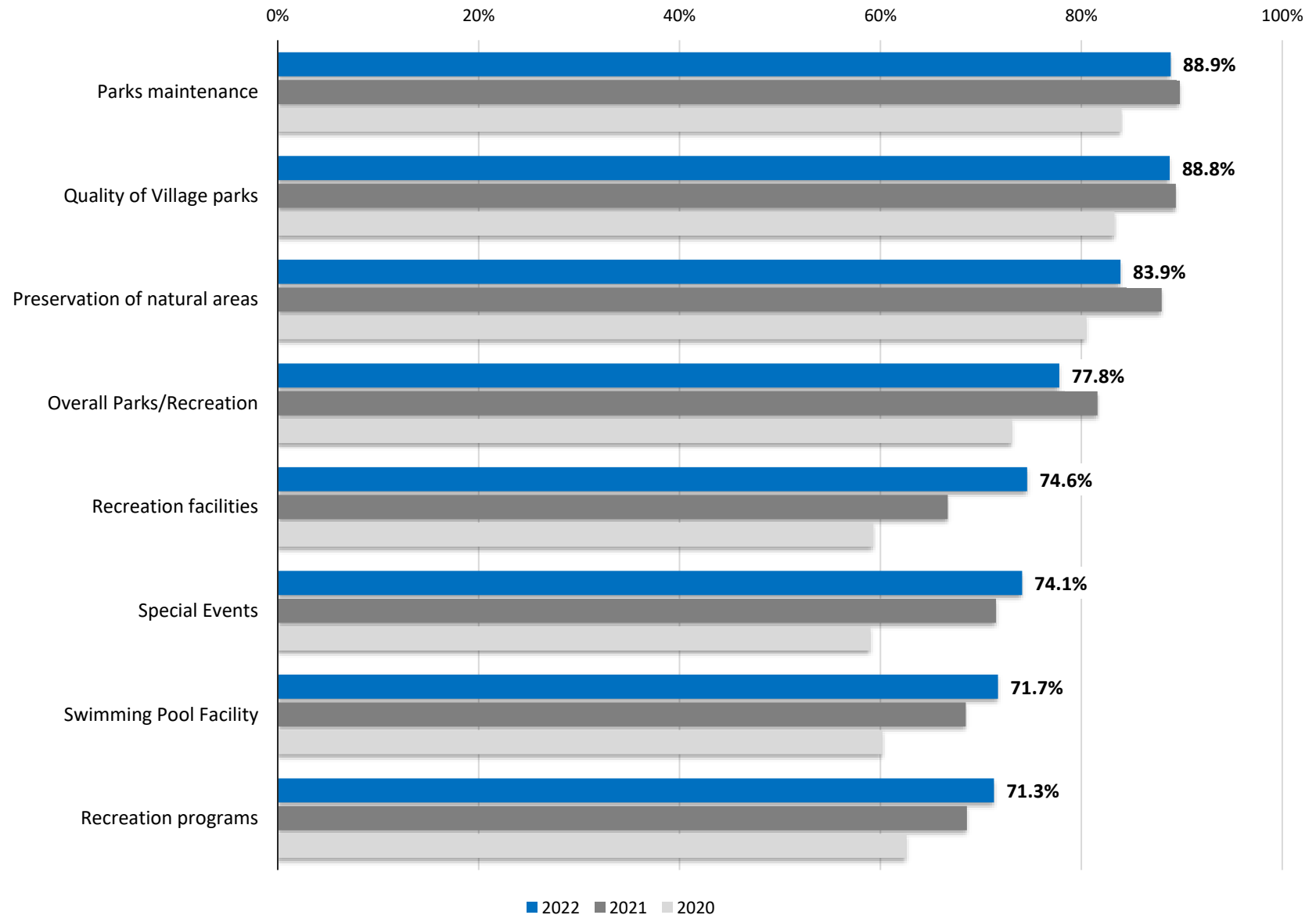
The chart above illustrates quality ratings related to Parks and Recreation Services. **Parks Maintenance was rated the highest in this category with 88.9% of respondents rating it positive.** In 2021, 89.8% of respondents rated this measure positively.

**An area of focus is Recreation Programs, which received a significant number of Fair (21.3%) and Poor (7.4%) responses.** This measure received significantly less Fair (25.2%) and Poor (6.3%) ratings in 2021. In 2021, staff from the Village's recreation team focused on resuming in-person programming following the COVID-19 pandemic. Many of these courses were cancelled in 2020 and later resumed in hybrid or small group settings in 2021.

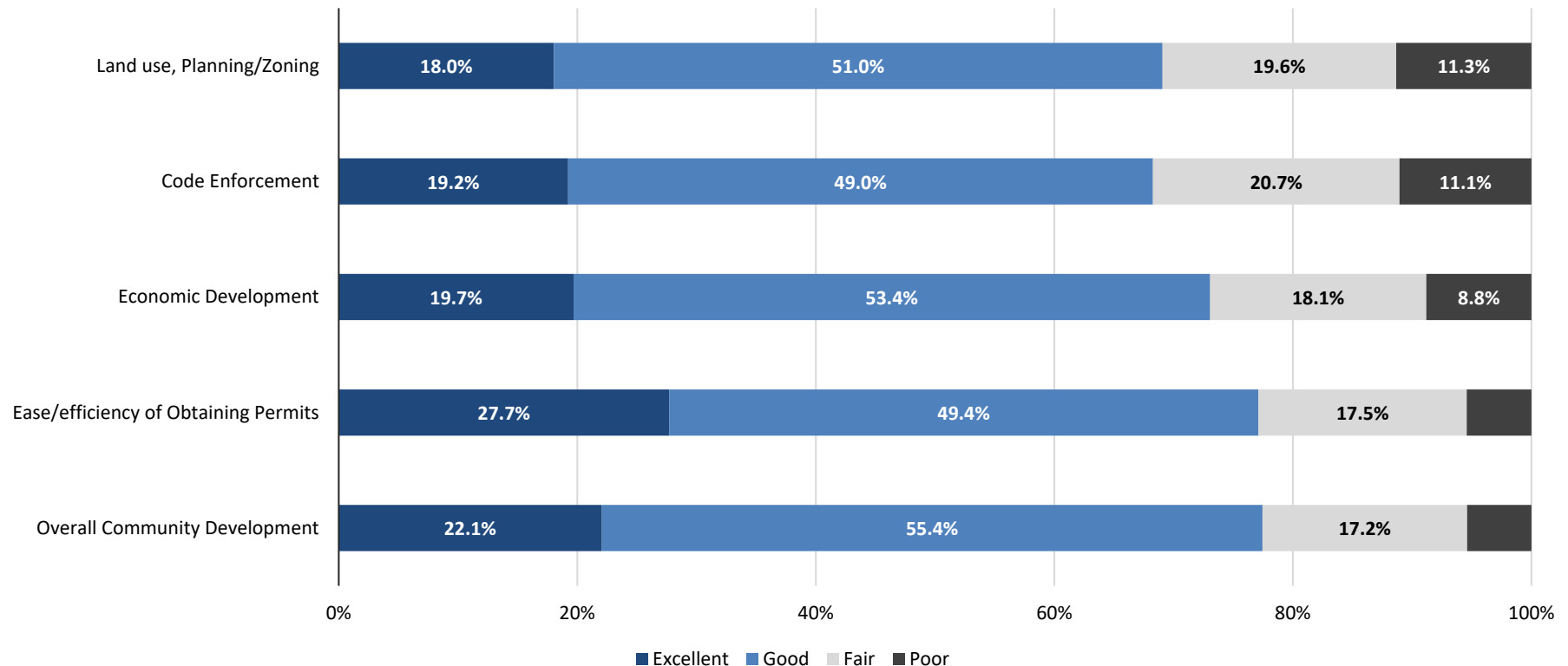
**The largest change from 2020 to 2021, in this section, is Recreation Facilities (+7.9%), an increase from the previous year.** In 2020, the Village Board adopted the Parks and Recreation Master Plan, which identified and outlined strategic goals and projects over the course of the next ten years, including park and facility improvements. Since then, the Village has made improvements to a number of facilities, such as Hill Climb Park, and is currently planning the redevelopment of Towne Park and Presidential Park.



## Parks/Recreation Year-to-Year Positive Rating Comparison: 2020 - 2022



### Quality Ratings: Community Development

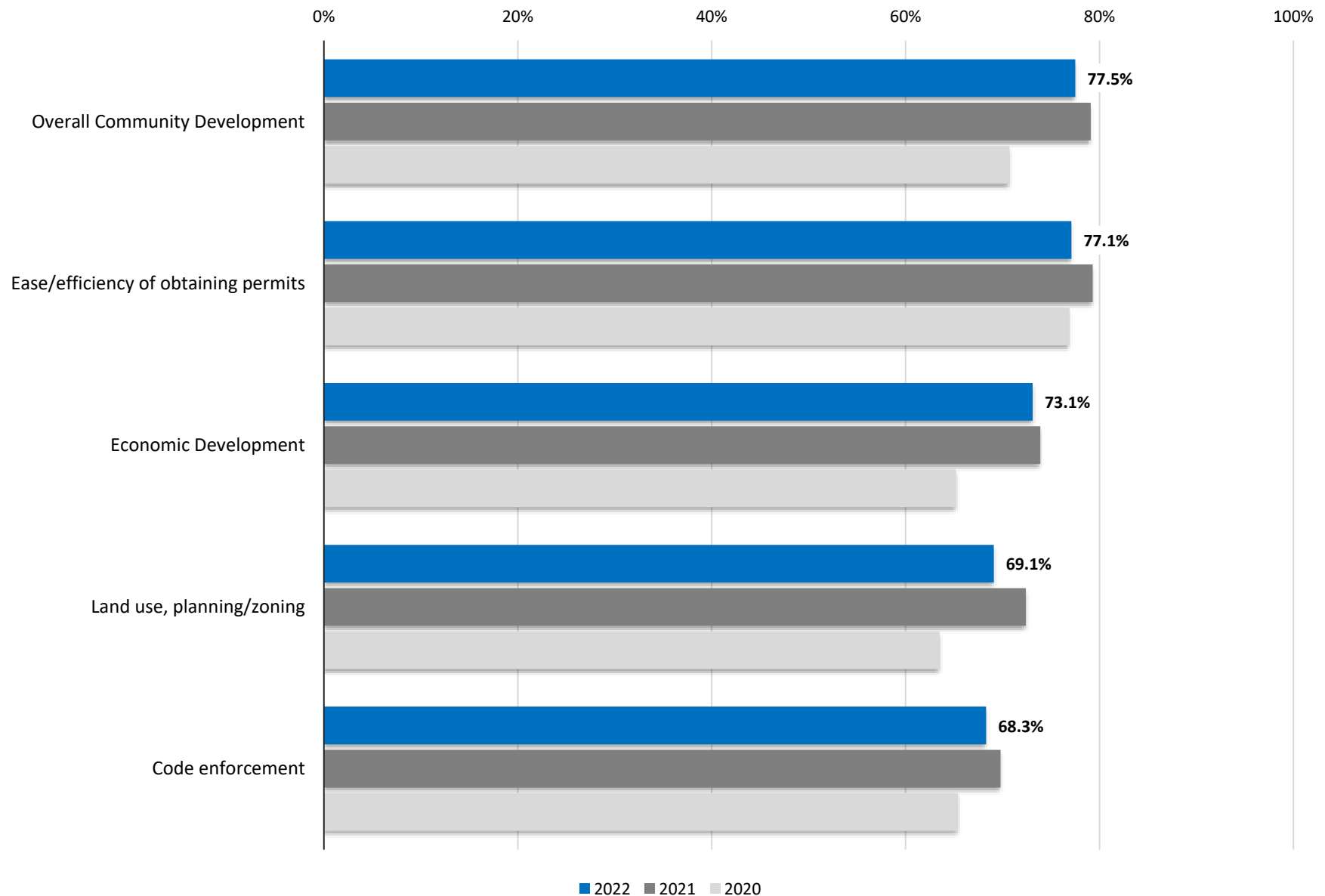


The chart above illustrates quality ratings related to Community Development Services. **Overall Community Development, the highest rated service in this category, was rated positively by 77.5% of respondents.** In 2021, this measure was rated positively by 79.1% of respondents.

**Code Enforcement remains an area to focus on, which received a significant number of Fair (20.7%) and Poor 11.1%) responses.** This measure also received a large number of Fair (25.1%) and Poor (5.0%) ratings in 2021. Despite the number of Fair and Poor responses, 82.9% of respondents agree major code enforcement issues like run-down buildings, weed lots, and junk vehicles remain little to no problem in Algonquin.

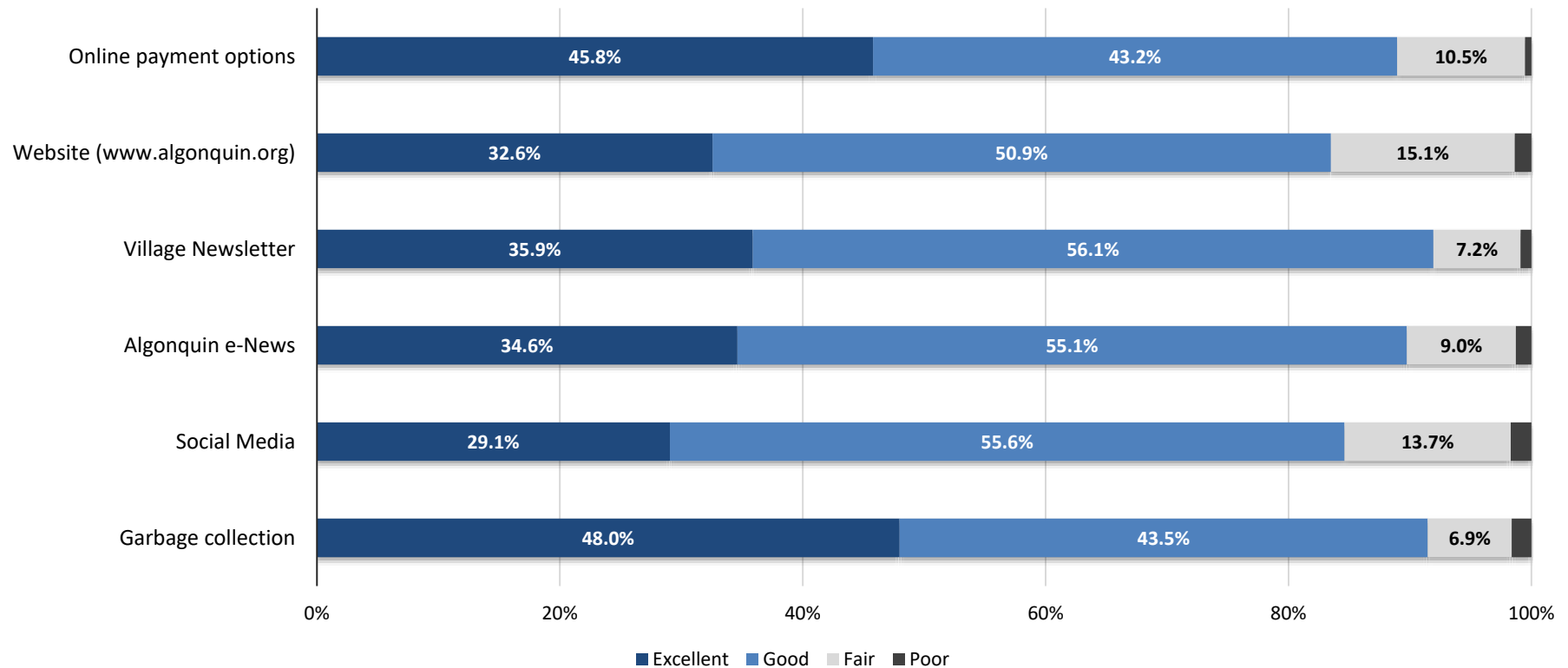
**The largest change from 2021 to 2022, for this section, was Land use, Planning/Zoning (-3.3%), a decrease from 2021.** Since inception of the survey, this measure has increased 9.0%. The Village has initiated the process to update the Comprehensive Plan, which was last updated in 2008, to establish priorities that guide the direction of future land use decisions.

## Community Development Year-to-Year Positive Rating Comparison: 2020 - 2022





### Quality Ratings: General Services

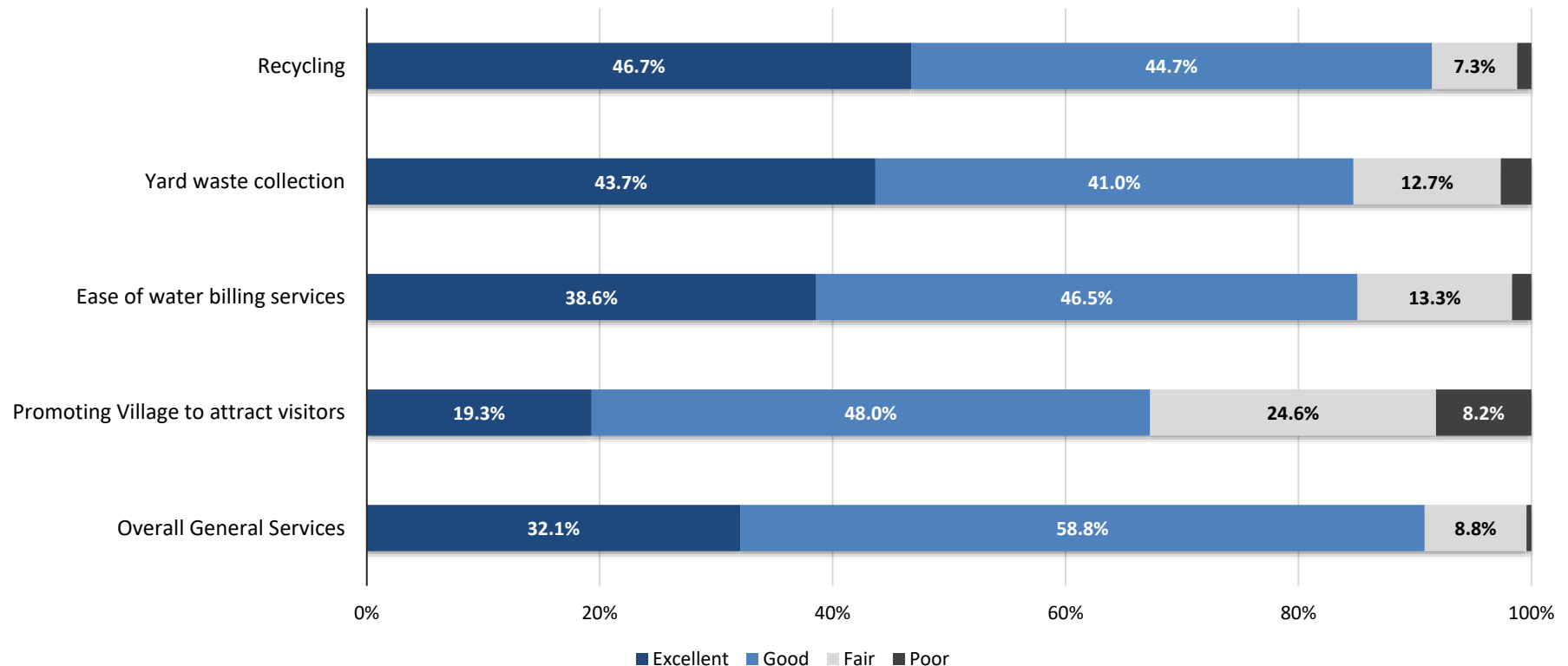


The chart above illustrates the first of two groupings of quality ratings related to General Services. **The Village Newsletter received the highest rating in this section with 91.9% of respondents rating this as positive.** In 2021, 90.6% of respondents rated this measure positively.

**The lowest rated service, in this section, is the Village website (84.6%).** The Village website received a number of Fair (15.1%) and Poor (1.4%) responses. This category received an insignificant number Fair (13.4%) and Poor (1.1%) responses in 2021. Village staff actively maintain the Village's website to ensure information is accurate and relevant.

**Social Media accounted for the largest change in this from 2021 to 2022 (+2.9%) in this section.** The Village shares relevant information on a number of active social media accounts, including Facebook, Instagram, Twitter, Nextdoor, and LinkedIn.

### Quality Ratings: General Services (Part 2)

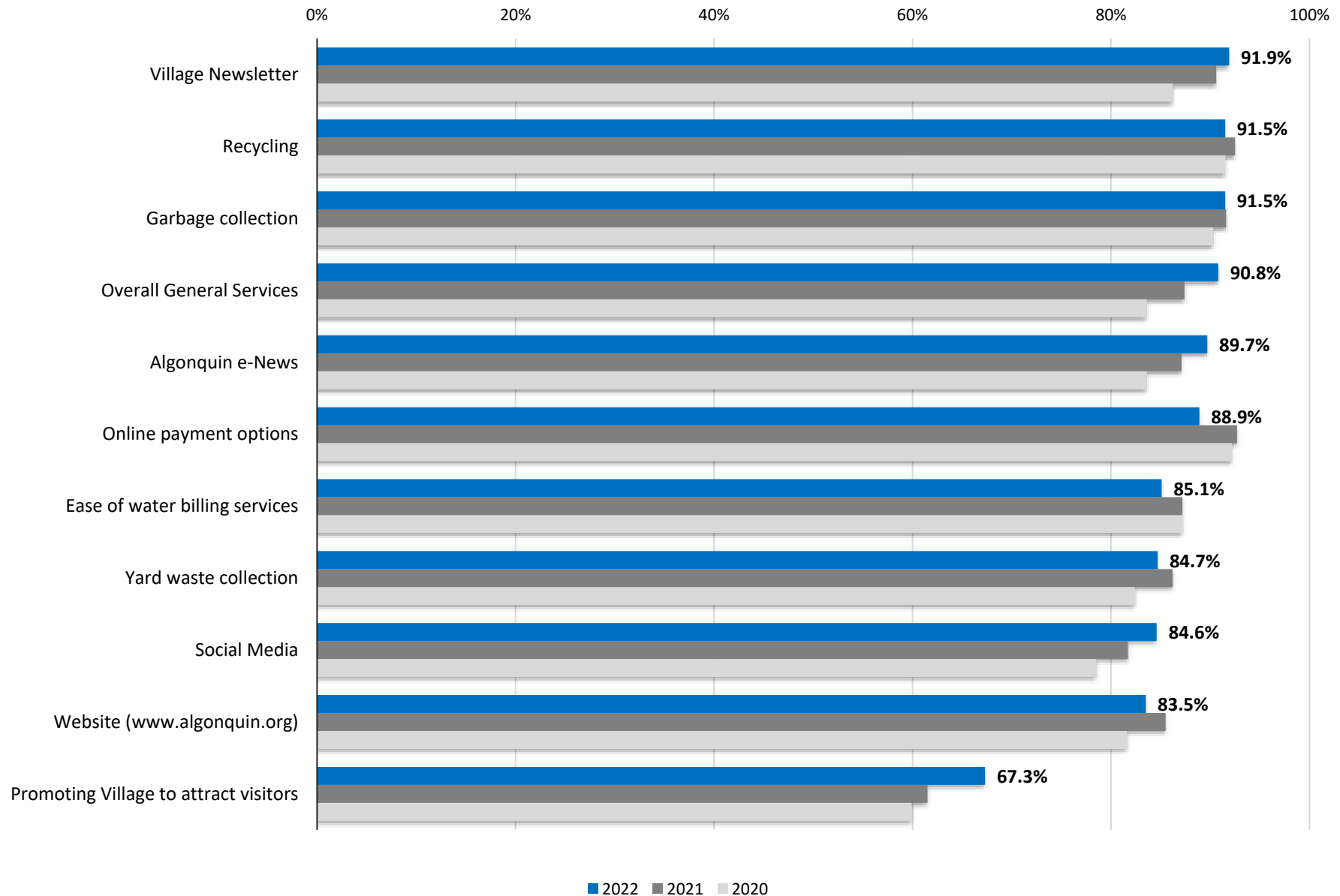


This chart shows the second grouping of General Services evaluated in the Algonquin Community Survey. **Recycling was rated positively by 91.5% of the time by residents.** In 2021, this measure received a positive rating by 92.5% of respondents.

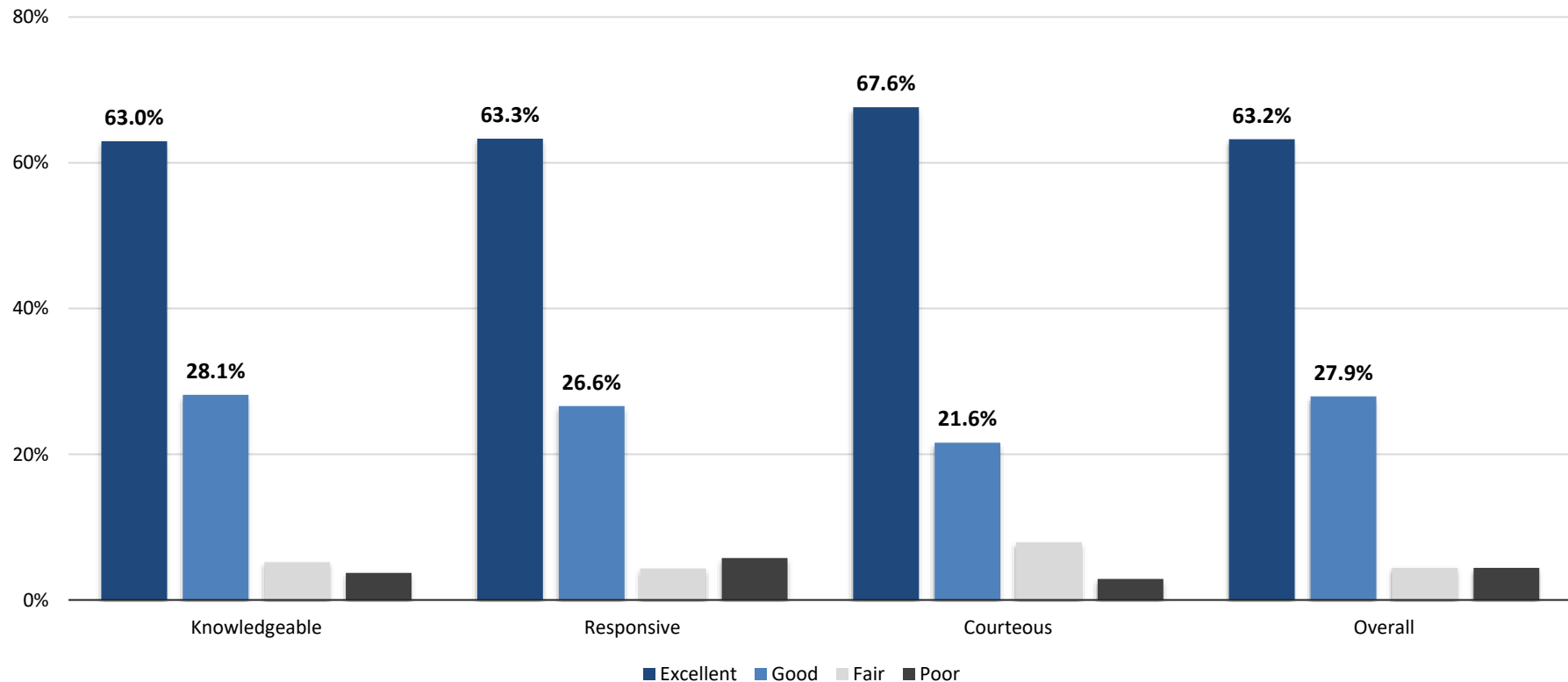
**An area of focus continues to be Promoting the Village to Attract Visitors, which received a significant number of Fair (24.6%) and Poor (8.2%) responses.** This measure also received a significant number of Fair (30.1%) and Poor (8.4%) ratings in 2021. Staff from General Services utilize the Village's social media platforms and other media outlets to actively promote events and attractions in the Village. With the continuation of larger special events following the COVID-19 pandemic, these outlets have been leveraged with success for events like the Summer Concert Series, Art on the Fox, and Miracle on Main.

**Additionally, Promoting the Village to Attract Visitors exhibited the largest change from 2021 to 2022, in this section (+5.8%), an increase from 2021.** This change was expected as promotion of special events has resumed following a downturn in 2020 during the COVID-19 pandemic.

## General Services Year-to-Year Positive Rating Comparison: 2020 - 2022



## Village Employee Performance



This chart illustrates the performance rating of Village employees by those residents who have had contact with staff. **Overall, employee interaction was rated as Excellent or Good in all four evaluation categories: Knowledgeable, Responsive, Courteous, and Overall.** Ratings in order of greatest to least are as follows: Overall (91.2%), Knowledgeable (91.1%), Responsive (89.9%), and Courteous (89.2%).

Each department of the Village trains its staff to be proficient in multiple areas congruent with the services that are provided. Residents and visitors are also given multiple options to communicate with Village staff regarding any comments or concerns they may have in-person or through other means such as phone, email, social media, or the Village website.



# 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:** January 5, 2023

**SUBJECT:** Amended Resolution: 2022-R-84 & 2022-R-91

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During the month of November, the Village Board approved resolutions 2022-R-84 and 2022-R-91 for design and engineering services provided by Hitchcock Design Group for Towne Park and Presidential Park. Following this approval, Hitchcock's legal team has requested some changes to both contracts. In summary, they are requesting to strike language that is specific to contractors, construction work, and developers that is not specific to professional services. In addition, they included two additional items for the insurance.

The Village Attorney's office has reviewed these changes and the attached documents are in proper order. Staff recommends approval and will be available in advance of and at the Village Board meeting to answer any questions.

C: Michael Kumbera, Assistant Village Manager



**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

Effective Date: November 9, 20 22

Purchase Order No.

<b>Project:</b> Towne Park Final Design Service		<b>Location:</b> 2200 Hamish Drive, Algonquin IL 60102
<b>Originating Department:</b>		
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>
<b>Village of Algonquin</b> Address: 2200 Hamish Drive Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-4584 Contact: Katie Gock	<b>Name: Hitchcock Design Group</b> Address: 22 East Chicago Avenue, Suite 200A, Naperville, IL 60540 Phone: 630-881-1787 Fax: Contact: Steve Konters, Principal	<b>(where applicable)</b>  Phone: Fax: Contact:

**COST OF WORK**

The Contract Price of the Work under this Purchase Agreement is: \$ 378,500.00

**SCOPE OF WORK:**

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

Q General Contract, dated \_\_\_\_\_, 20\_\_      Q Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_  
Q Plans dated: \_\_\_\_\_      Q Addendum No(s): \_\_\_\_\_  
Q Other: Schedule A

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
N/A	Not to Exceed	Final Design Services (See Attached)	\$ 378,500.00 NOT TO EXCEED	\$
			<b>TOTAL</b>	<b>\$ 378,500.00</b>

**NOTES:**

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner.

**WARRANTIES and INDEMNIFICATION**

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.**

**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.

CONSULTANT/VENDOR:

HITCHCOCK DESIGN GROUP

By: Steve Kuntz  
Representative of Vendor authorized to  
execute Purchase Agreement

OWNER:

Village of Algonquin

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SUPPLEMENTAL CONDITIONS TO VILLAGE – HITCHCOCK DESIGN GROUP AGREEMENT**

- 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 Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the 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. Consultant/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 negligent act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have 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 Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly as set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/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. Consultant/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 Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 45 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.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor shall perform the Services in accordance with the standard of care for these types of professional services 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 Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations
- 10. Insurance:** Consultant/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 commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) 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. Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:**

11.1 Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.2 Consultant/Vendor further agrees to indemnify and hold harmless the Owner against damages, liabilities or costs, including reasonable attorneys' fees to the extent caused by the negligent acts, errors and omissions of Consultant/Vendor and its sub consultants in the performance of their professional services under this agreement.

11.3 Owner agrees that it will not reuse Consultant/Vendor's deliverables for another project or modify them for an extension of the current Project without obtaining Consultant/Vendor's consent, and further, agrees indemnify Consultant/Vendor for any damages incurred by Consultant/Vendor awarded in a claim brought against Consultant/Vendor a result of Owner's unauthorized reuse of Consultant/Vendor's deliverables under this Agreement.

**12. Term and Termination:** The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/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 Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

**13. Remedies:** Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder that are not in conformance with this agreement and services. In the event Consultant/Vendor fails to perform under this Purchase Agreement after 5 days written notice and failure to commence to cure, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the damages caused by Consultant's breach, including but not limited to the cost or expense of providing such services, inspections, testing, and reasonable attorney's fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

**14. Compliance With Laws:** During the performance hereunder, Consultant/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 when applicable, and non-discrimination laws. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

**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 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.

**16. Records, Reports and Information:** Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase 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 Consultant/Vendor on a mutually agreed date and time.

**17. Assignment:** Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

**18. Limitation Of Liability:** In no event shall the Owner 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.

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

**20. 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 attorney's 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.

**CONSULTANT/VENDOR:  
HITCHCOCK DESIGN GROUP, INC.**

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Date

This is **SCHEDULE A**, consisting of \_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin**  
**Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_

**Scope of Work/Services – Vendor/Services**

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This is **SCHEDULE B**, consisting of \_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin**  
**Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_ effective \_\_\_\_\_, 20\_\_

**Contract Price – Vendor/Services**

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HDG: \_\_\_\_\_

\_\_\_\_\_:

## Schedule C

### Insurance Requirements – Vendor/Services

#### VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**  
Limits: Each Occurrence and in the aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**  
Limits: Each Occurrence \$1,000,000
3. **Workers Compensation/Employers Liability Insurance**  
Limits: Coverage A Statutory  
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** ☒ *Required if an "x"*  
Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*  
Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

- B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.
- D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.
- E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:
  - 1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
  - 2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.
- F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- G. Such insurance coverages and limits are minimums and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.
- H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.
- I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

Effective Date: November 9, 20 22

Purchase Order No.

<b>Project:</b> Presidential Park Final Design Service		<b>Location:</b> 2200 Hamish Drive, Algonquin IL 60102
<b>Originating Department:</b>		
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>
<b>Village of Algonquin</b> Address: 2200 Hamish Drive Algonquin, IL 60102 Phone: 847-858-2700 Fax: 847-858-4564 Contact: Katie Gock	<b>Name: Hitchcock Design Group</b> Address: 22 East Chicago Avenue, Suite 200A, Naperville, IL 60540 Phone: 630-981-1787 Fax: Contact: Steve Konters, Principal	<b>(where applicable)</b>  Phone: Fax: Contact:

**COST OF WORK**

The Contract Price of the Work under this Purchase Agreement is: \$ 420,900.00

**SCOPE OF WORK:**

Furnish the Work/Items described below in accordance with the following plans and specifications:

Q General Contract, dated \_\_\_\_\_, 20\_\_

Q Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

Q Plans dated : \_\_\_\_\_

Q Addendum No(s): \_\_\_\_\_

Q Other: Schedule A

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
NA	Not to Exceed	Final Design Services (See Attached)	\$ 420,900.00 NOT TO EXCEED	\$
			TOTAL	\$ 420,900.00

**NOTES:****NOTES:**

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner.  
Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner.

**WARRANTIES and INDEMNIFICATION**

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

**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.

CONSULTANT/VENDOR:

HITCHCOCK DESIGN GROUP

By: Steve Konters  
Representative of Vendor authorized to  
execute Purchase Agreement

OWNER:

Village of Algonquin

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SUPPLEMENTAL CONDITIONS TO VILLAGE – HITCHCOCK DESIGN GROUP AGREEMENT**

- 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 Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the 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. Consultant/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 negligent act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have 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 Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly as set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/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. Consultant/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 Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 45 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.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor shall perform the Services in accordance with the standard of care for these types of professional services 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 Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations
- 10. Insurance:** Consultant/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 commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) 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. Breach of this paragraph is a material breach subject to immediate termination.



#### **11. Indemnity:**

11.1 Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.2 Consultant/Vendor further agrees to indemnify and hold harmless the Owner against damages, liabilities or costs, including reasonable attorneys' fees to the extent caused by the negligent acts, errors and omissions of Consultant/Vendor and its sub consultants in the performance of their professional services under this agreement.

11.3 Owner agrees that it will not reuse Consultant/Vendor's deliverables for another project or modify them for an extension of the current Project without obtaining Consultant/Vendor's consent, and further, agrees indemnify Consultant/Vendor for any damages incurred by Consultant/Vendor awarded in a claim brought against Consultant/Vendor a result of Owner's unauthorized reuse of Consultant/Vendor's deliverables under this Agreement.

**12. Term and Termination:** The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/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 Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

**13. Remedies:** Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder that are not in conformance with this agreement and services. In the event Consultant/Vendor fails to perform under this Purchase Agreement after 5 days written notice and failure to commence to cure, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the damages caused by Consultant's breach, including but not limited to the cost or expense of providing such services, inspections, testing, and reasonable attorney's fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

**14. Compliance With Laws:** During the performance hereunder, Consultant/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 when applicable, and non-discrimination laws. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

**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 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.

**16. Records, Reports and Information:** Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase 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 Consultant/Vendor on a mutually agreed date and time.

**17. Assignment:** Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

**18. Limitation Of Liability:** In no event shall the Owner 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.

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

**20. 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 attorney's 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.

**CONSULTANT/VENDOR:  
HITCHCOCK DESIGN GROUP, INC.**

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Date

This is **SCHEDULE A**, consisting of \_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin  
Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_

**Scope of Work/Services – Vendor/Services**

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This is **SCHEDULE B**, consisting of \_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin**  
**Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_ effective \_\_\_\_\_, 20\_\_

**Contract Price – Vendor/Services**

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HDG: \_\_\_\_\_  
\_\_\_\_\_;

## **Schedule C**

### **Insurance Requirements – Vendor/Services**

#### **VILLAGE OF ALGONQUIN** **PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**  
Limits: Each Occurrence and in the aggregate      \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**  
Limits: Each Occurrence      \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**  
Limits: Coverage A      Statutory  
Limits: Coverage B      \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage**      ☒ ***Required if an "x"***  
Limits: Each Occurrence and in the aggregate      \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*  
Limits: Each Occurrence      \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.



- B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.
- D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.
- E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:
  - 1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
  - 2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.
- F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- G. Such insurance coverages and limits are minimums and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.
- H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.
- I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

HDG: \_\_\_\_\_

\_\_\_\_\_: \_\_\_\_\_



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

**TO:** Tim Schloneger, Village Manager  
**FROM:** Katie Gock, Recreation Superintendent  
**DATE:** January 4, 2023  
**SUBJECT:** Soccer Affiliate Agreement - Rebrand

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Attached is an updated affiliate agreement with the Algonquin Lake in the Hills Soccer Association (ALITHSA) who has rebranded the organization under the new name: Goal Soccer Club.

Per the affiliate agreement the group has requested to dissolve the Algonquin Lake in the Hills Soccer Association affiliate agreement and re-establish the group as an affiliate with the new organization, Goal Soccer Club. There were no other changes made to the agreement.

Village staff recommends approval of the agreement with Goal Soccer Association.

C: Michael Kumbera, Assistant Village Manager

## AFFILIATE ORGANIZATION AGREEMENT

### BETWEEN THE VILLAGE OF ALGONQUIN & GOAL SOCCER CLUB

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, by and between the Village of Algonquin ("VILLAGE"), an Illinois Municipal Corporation and the Goal Soccer Club ("AFFILIATE ORGANIZATION"), a not-for-profit athletic-oriented group, organization, or association.

Whereas, the **VILLAGE** owns and operates the **FACILITIES** identified in Exhibit A attached hereto and incorporated herein and the **AFFILIATE ORGANIZATION** desires to utilize areas of the **FACILITIES** for the terms described, upon the following terms and conditions;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **TERM**

The term of this Agreement is one year which will be automatically renewed annually unless either the **VILLAGE** or the **AFFILIATE ORGANIZATION** gives sixty (60) day notice in writing to the other of its desire to end the agreement.

#### **DEFINITION OF AFFILIATE ORGANIZATION**

An **AFFILIATE ORGANIZATION** is defined as a not-for-profit organization, association, or similar group whose main purpose is to provide constructive athletic opportunities to the residents of Algonquin on **VILLAGE**-owned property. Activities conducted by an **AFFILIATE ORGANIZATION** must meet the conditions described below for constructive, wholesome and worthwhile recreational pursuits:

- 1) The group must:
  - a) Be governed by a Board of Directors or Officers.
  - b) Be designated and maintain not-for-profit status.
  - c) Be athletic-oriented.
  - d) Demonstrate at least 60% of participants reside within the municipal boundaries of the Village of Algonquin.
  - e) Maintain the integrity and purpose of the **FACILITIES** and the surrounding areas by demonstrating appropriate behaviors with all members of the **AFFILIATE ORGANIZATION**.
- 2) The group's existence shall be of maximum value to the community.
- 3) The activities of the group must develop a sense of achievement and self-worth for its participants.
- 4) Benefits of the activities shall include improvements of the physical, mental, and/or emotional well-being of participants.
- 5) The activity shall stimulate creativity, develop recreational skill, and /or enhance avenues of socialization.
- 6) **AFFILIATE ORGANIZATION** can include two league types:
  - a) Recreation League: A league with intra-league play
  - b) Travel League: A league with inter-league and tryouts for participation.
- 7) The **VILLAGE** shall agree to sanction no more than five (5) Affiliate Organizations at any given time. This will include up to one (1) baseball group, two (2) football groups, one (1) soccer group, and one (1) tennis group.
- 8) Activities sponsored by an **AFFILIATE ORGANIZATION** shall not, other than to adhere to specific membership guidelines or to minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, religion, sex, sexual orientation, or physical or mental disability. Registration for membership and/or tryouts must be open and publicized to all residents of the Village.

## **PROVISIONS TO BE A VILLAGE AFFILIATE ORGANIZATION**

- 1) The **VILLAGE** shall have no financial or legal responsibility for the **AFFILIATE ORGANIZATION**.
- 2) The **AFFILIATE ORGANIZATION** and the **VILLAGE** shall meet annually to discuss issues, exchange ideas, and discuss plans for future opportunities.
- 3) The **AFFILIATE ORGANIZATION** will provide annually:
  - a) The names of the directors or officers governing the **AFFILIATE ORGANIZATION**.
  - b) **AFFILIATE ORGANIZATION** Statement of Purpose.
  - c) **AFFILIATE ORGANIZATION** established guidelines, and a set of by-laws that have been accepted and approved by the organization's board.
  - d) Copies of current annual report, and financial information.
  - e) Copy of **AFFILIATE ORGANIZATION** not-for-profit certificate and/or letter.
  - f) Copy of **AFFILIATE ORGANIZATION** Code of Conduct to be distributed and signed by coaches, parents, and participants at minimum the code of Conduct must meet the provisions in Exhibit B.
  - g) Verification that completed Background Checks on all coaches, managers, or other adults who have leadership roles or contact with minor participants have been performed.
  - h) Contact information for a minimum of one (1) of the **AFFILIATE ORGANIZATION** liaisons. In no such case shall there be more than two (2) liaisons.
  - i) Certificate of Insurance indemnifying the **VILLAGE** and its **FACILITIES**.
- 4) The **AFFILIATE ORGANIZATION** shall be a not-for-profit organization, defined as follows:
  - a) Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  - b) Expenses shall be limited to the purposes to which the organization is devoted and may include, but shall not be limited to, the payment of reasonable salaries and compensation to its officers, agents, employees and contractors.
  - c) Assets of the organization shall not either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  - d) Deposits, expenditures, and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- 5) A Code of Conduct shall be signed by **AFFILIATE ORGANIZATION** participants, parents, and coaches each year of this agreement. Failure to self-enforce the Code of Conduct shall nullify this agreement. The signed Codes of Conduct shall be kept on-file by the **AFFILIATE ORGANIZATION** and made available to the **VILLAGE** upon request.
- 6) All spectators, participants, coaches, and staff of **AFFILIATE ORGANIZATION** shall adhere to:
  - a) **VILLAGE's** Municipal Code Chapter 11 Parks and Playgrounds.
  - b) Annual Code of Conduct for participation in **AFFILIATE ORGANIZATION**.
- 7) The **AFFILIATE ORGANIZATION** shall not without prior written **VILLAGE** approval commence any changes, modifications or improvement to Village property. Costs to rectify unapproved changes or modifications to **VILLAGE** property shall be paid by the **AFFILIATE ORGANIZATION**. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Village in advance.
- 8) The **AFFILIATE ORGANIZATION** shall maintain general liability and worker's compensation insurance as required herein.

## **APPROVED FACILITIES**

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities that include general practices, scrimmages, and games: See attached list Exhibit A

All other **VILLAGE**-owned parcels are not approved at this time for use by the **AFFILIATE ORGANIZATION**, unless otherwise approved by written notice by the Village Manager or designee.

## **APPROVED DATES & TIMES FOR APPROVED FACILITIES**

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities. Said events and activities will be described annually in a side contract.

## **STATUTES, RULES, AND REGULATIONS**

In the interest of the personal safety of guests, participants, and staff, the following rules must be followed:

- a) The **FACILITIES** is not to be used in excess of its normal capacity.
- b) All doorways, sidewalks, fence entrances, and driveways must remain unobstructed at all times.
- c) **AFFILIATE ORGANIZATION** acknowledges that this Agreement is subject to all Federal, State, and Local rules and regulations of the Village of Algonquin and its **FACILITIES**.
- d) **AFFILIATE ORGANIZATION** agrees to conform to all applicable rules and regulations and be bound thereby.
- e) **AFFILIATE ORGANIZATION** further agrees that it shall conform to, comply with, and abide by all applicable laws of the United States, the State of Illinois, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulation of the Village of Algonquin Police Department and Algonquin/Lake in the Hills and/or Huntley Fire Protection District.
- f) Failure to comply with any provision in this section will be grounds for the immediate termination of any event(s) or activity(s), with the full costs of the Event or Activity and all costs of termination assessed to **AFFILIATE ORGANIZATION**, regardless of the duration of the Event or Activity prior to termination.

## **ADA COMPLIANCE**

**AFFILIATE ORGANIZATION** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), as well as its related regulations, for Events and activities held in **VILLAGE** facilities, including the **FACILITIES**.

## **PARKING**

Parking in the vicinity of the facility will be in accordance with Village policy. Guaranteed parking is not part of this contract, and during Village Special Events a fee may be required for parking, and parking may be prohibited in lots that surround the **FACILITIES**. Parking in fire lanes, on Village Park Parcels (including grass areas, basketball courts, and paths) is strictly prohibited.

## **ASSIGNMENT**

The **AFFILIATE ORGANIZATION** may not sublet their approved allocated date or time, nor otherwise assign any rights, responsibilities, or obligations relating to this Agreement.

## **SPECIAL FACILITIES AND SERVICES**

The **AFFILIATE ORGANIZATION** shall be responsible for providing and maintaining appropriate and approved portable toilets at the **FACILITIES** where bathrooms are not available. Portable toilets must be onsite by the first day of the season and removed no more than thirty (30) days after the conclusion of the season each year.

## **AFFILIATE ORGANIZATION'S LIABILITY**

The **AFFILIATE ORGANIZATION** shall be responsible for the supervision and control of the **AFFILIATE ORGANIZATION** attendees and their activities on **VILLAGE** premises, including the **FACILITIES**. The **AFFILIATE ORGANIZATION** agrees to indemnify, save and hold harmless, assume liability for and defend the Village of Algonquin, its Board of Trustees and Village President, and its officers, employees, attorneys, volunteers, and agents (collectively, "Indemnities,") from and against any and all actions, claims, liabilities, damages, assertions, or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen from the use of the **AFFILIATE ORGANIZATION** premises, including the use in any way of the **FACILITIES**.

## **INSURANCE**

- 1) The **AFFILIATE ORGANIZATION** shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the **AFFILIATE ORGANIZATION**'s use of the **FACILITIES** and provide the **VILLAGE** with a Certificate of Insurance. Such insurance shall designate "The Village of Algonquin, its Board of Trustees and Village President, Village Staff, and the **FACILITIES** as an additional insured under the policy.
- 2) **AFFILIATE ORGANIZATION** hereby agrees to effectuate the naming of the **VILLAGE** as an unrestricted additional insured on **AFFILIATE ORGANIZATION** policy.
- 3) The policy naming the **VILLAGE** as an additional insured shall:
  - a) Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer. Said policy must be enclosed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice to the Village;
  - b) State that the organization's coverage shall be primary coverage for the **VILLAGE**, its Board, employees and volunteers; and
  - c) Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
  - d) **AFFILIATE ORGANIZATION** agrees to indemnify the **VILLAGE** for any applicable deductibles.
- 4) Required Insurance:
  - a) Broad Form Comprehensive Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.
  - b) Worker's Compensation Statutory Limits
  - Each Accident \$100,000
  - Disease-Policy Limit \$500,000
  - Disease-Each Employee \$500,000
- 5) **AFFILIATE ORGANIZATION** acknowledges that failure to obtain such insurance on behalf of the **VILLAGE** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the **VILLAGE**. **AFFILIATE ORGANIZATION** is to provide the **VILLAGE** with a certificate of insurance, evidencing the above requirements have been met. The failure of the **VILLAGE** to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the **VILLAGE**.
- 6) Deviation from these requirements and limits is only allowed with advance written permission of the **VILLAGE**. The **AFFILIATE ORGANIZATION** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **VILLAGE**, by not requiring Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.
- 7) Certificate of Insurance must be filed with the **VILLAGE** Human Resources Department, 2200 Harnish Drive, Algonquin, IL 60102, at least fourteen 14 days prior to the start of the season with a copy sent to Recreation Superintendent. Failing to file this certificate, when required, will automatically negate any and all previously approved events and activities at the **FACILITIES** until the **VILLAGE** has received and approved the certificate, but shall not relieve **AFFILIATE ORGANIZATION** of any payment obligations under this Agreement.

## **BASIC FACILITY CHARGE (operational expenses)**

The **AFFILIATE ORGANIZATION** agrees to pay the **VILLAGE** a Basic Operational Expense determined annually for the use of the **FACILITIES**. Please see Exhibit A.

The Basic Facility Charge shall include, and be limited to, making the facility available for use and shall be paid by the terms invoiced by the **VILLAGE** in one installment each year after the **AFFILIATE ORGANIZATION** season has started. There will be no refunds and/or reimbursements issued after 50% of the scheduled season has passed.

## **PERSONNEL AND SPECIAL SERVICE CHARGE(S) – ADDITIONAL BILLING**

It is agreed that the **VILLAGE** may unilaterally undertake to provide the **AFFILIATE ORGANIZATION** special janitorial and supervisory coverage including services which are sufficient, in it's the **VILLAGE** sole discretion, to restore the **FACILITIES** to a safe, clean and orderly condition. **AFFILIATE ORGANIZATION** shall pay for all services reasonably necessary or desirable to properly maintain and operate the **FACILITIES** during the term of the use including, although not limited to, traffic control, parks and forestry staff, building services personnel, and other services as deemed appropriate by the Village Manager, or designee. If the aforesaid services are arranged by the **VILLAGE**, then the **AFFILIATE ORGANIZATION** will reimburse the **VILLAGE** for all costs associated with such services. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of occurrence. The number of employees working and hours reasonably necessary to accomplish their work shall be in the sole discretion of the Village, unless expressly stated in this Agreement.

The **VILLAGE** will not provide staffing during events and activities.

Requests for additional assistance beyond the general care of the **FACILITIES** including, but not limited to painting of concession stands, field preparation, lining, etc. will be billed for separately. These requests must be made in writing to the **VILLAGE**. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of completion. The **VILLAGE** retains the right to decline and/or modify all requests for assistance.

The **VILLAGE** will assign the **AFFILIATE ORAGNIZATION** a pin number to operate the light system located at Kelliher Park. The **AFFILIATE ORAGNIZATION** will be responsible for the pin number and billed according to use. The light usage fee will be charged at \$25 per hour and time will be rounded to the nearest quarter hour. The **VILLAGE** will bill the **AFFILIATE ORGANIZATION** on a monthly basis for light time used.

## **DAMAGES AND SITE EXPECTATIONS**

All **FACILITIES** are to be used respectfully and kept clean at all times by the **AFFILIATE ORGANIZATION**. All garbage and debris are to be removed from the site or placed in the proper trash receptacles during use of the **FACILITIES**. Recycling is highly encouraged. **AFFILIATE ORGANIZATION** is responsible for bringing appropriate containers to and from the **FACILITIES** to encourage recycling amongst **AFFILIATE ORGANIZATION** participants and spectators. Any garbage, debris, or recycling not removed or put into the appropriate receptacle at the **FACILITIES** is considered damage to the facility.

The **AFFILIATE ORGANIZATION** agrees to reimburse the **VILLAGE** for any damages in excess of ordinary wear to the **FACILITIES** or any part thereof, including but not limited to the grounds, buildings, furniture, equipment, toilets, concession stand, bathrooms, signs, gates, fencing, dugouts, lights, or other fixtures caused by players, coaches, employees, representatives, or invited or uninvited guests or spectators (collectively, "**AFFILIATE ORGANIZATION** Attendees") at Activities and Events conducted by the **AFFILIATE ORGANIZATION**. **AFFILIATE ORGANIZATION** assumes financial responsibility for the acts of all **AFFILIATE ORGANIZATION** Attendees. Whether damage is caused by **AFFILIATE ORGANIZATION** attendees or is in excess of ordinary wear shall be in the sole discretion of the Village Manager, or designee. The **AFFILIATE ORGANIZATION** will be billed for any such damages incurred or repaired by the **VILLAGE**, including labor and materials. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of occurrence. The parties agree that the **VILLAGE** does not assume and expressly waives responsibility for damage to or loss of any materials or equipment left in the **FACILITIES**, on display, or in storage.

No equipment is to be stored onsite unless prior approval from the **VILLAGE**. The **VILLAGE** is not responsible for **AFFILIATE ORGANIZATON** equipment.

## **SPECIAL REGULATIONS**

The **AFFILIATE ORGANIZATION** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **VILLAGE** premises, weapons, contraband, alcohol, explosives, fireworks, or other controlled substances. The **AFFILIATE ORGANIZATION** shall provide adequate adult supervision of minors participating in Events and activities (1 adult:12 minors). For the purpose of the agreement, a “minor” is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

The **AFFILIATE ORGANIZATION** shall be responsible for complying with all local, state, and federal laws, and safety provisions.

The **AFFILIATE ORGANIZATION** will be responsible for obtaining a Special Events permit from the Village of Algonquin’s Community Development Department for events that are outside the parameters of a general game, practice, and scrimmage. This would include tournaments, meets, invitationals, etc.

## **LIAISON(S)**

The **VILLAGE** and the **AFFILIATE ORGANIZATION** will both provide a minimum of one (1) and a maximum of two (2) liaison(s) who will communicate and address any questions, concerns and/or issues between the **VILLAGE** and the **AFFILIATE ORGANIZATION**. The purpose of the liaison is to ensure consistency and continuity between the two parties when questions, concerns, and/or issues arise. The Liaisons will be the only people to communicate problems, concerns, or issues between the two parties.

- 1) The Liaisons from both parties must:
  - a) Enforce and obey all facility regulations, as well as other federal, state, and local regulations.
  - b) Provide contact information including:
    - i) Home/Work Telephone
    - ii) Cellular Telephone
    - iii) Email Address
    - iv) Mailing Address
  - c) Be consistent when relaying information to their party.
  - d) Answer/Resolve the question, concern, and/or issue within the parameters of their position or refer the question, concern and/or issue to the appropriate personnel.
  - e) Be given a copy of this Agreement.

## **FOOD AND BEVERAGES**

Food and/or beverages shall not be sold at the **FACILITIES**, unless prior written agreement through the **VILLAGE** is obtained. This agreement does not cover food and/or beverages sold in the Concession Stands located at various **VILLAGE FACILITIES**. **AFFILIATE ORGANIZATION** must comply with all local, state, and federal laws as it pertains to the sale and/or preparation of food and beverage items at the concession stands at the **FACILITIES**.

Alcoholic beverages are not permitted at any **VILLAGE FACILITIES**.

## **MERCHANDISE SALES**

With written approval of the management of the **FACILITIES**, **AFFILIATE ORGANIZATION** may sell at the **FACILITIES** clothes, souvenirs, programs, or other merchandise at the **FACILITIES**. Such merchandise shall not bear **VILLAGE** trademarks or the name or picture of **FACILITIES**. Such merchandise must be in good taste, not state or imply an endorsement of **AFFILIATE ORGANIZATION** or Event or Activity by the **VILLAGE**.

## **SPONSORSHIP**

The **VILLAGE** and the **FACILITIES** shall not be deemed to sponsor any activities conducted by **AFFILIATE ORGANIZATION** at the **FACILITIES** or elsewhere, and no literature or publicity shall indicate **VILLAGE** or



**FACILITIES** sponsorship. Use of the **FACILITIES** for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Village Manager.

#### **CANCELLATION OR CHANGES IN REQUEST**

Written notification of cancellation by the **AFFILIATE ORGANIZATION** must be received by the **VILLAGE** fourteen (14) days prior to the first day of scheduled practice. Notification of cancellation by the **AFFILIATE ORGANIZATION** received after fourteen (14) days prior to the start of the season will result in the **AFFILIATE ORGANIZATION** being held liable for 50% of the Basic Facility Charge and any Special Service Charges which have accrued to the Village. Any changes to this agreement must be done in writing and signed by both parties.

Should the conduct of the events and activities contemplated by the **AFFILIATE ORGANIZATION** at the **FACILITIES** be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such game, contest, practice, scrimmage, meeting, or exposition (collectively, "events and activities") shall be rescheduled, if practical, for a time mutually agreeable to the parties.

Should such Events and activities not be rescheduled, **AFFILIATE ORGANIZATION** shall reimburse the **VILLAGE** for its actual expenses incurred in anticipation of and preparation for such events and activities. If the **AFFILIATE ORGANIZATION** has prepaid for such events and activities, the **VILLAGE** will prorate for the actual usage and refund remaining funds.

#### **TERMINATION BY VILLAGE**

The **VILLAGE** shall have the right to immediately terminate this Agreement by verbal notice to **AFFILIATE ORGANIZATION** representative. The **AFFILIATE ORGANIZATION** will be responsible for any Personnel and Special Service Charges, as well as any Basic Facility Charges for any and all use prior to the verbal termination.

#### **ENTIRE AGREEMENT**

This agreement constitutes the entire Agreement between the parties relating to the use of **FACILITIES** and supersedes any previous agreements or understandings.

#### **GOVERNING LAW**

This Agreement shall be construed according to laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, Illinois, and waive all objections, including those as to venue, to same.

#### **AUTHORITY**

The person(s) signing below for the **AFFILIATE ORGANIZATION** hereby affirm that they have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

#### **VILLAGE REMEDIES**

The **VILLAGE** shall be entitled to enforce its rights hereunder through injunctive relief. The **VILLAGE** shall be entitled to receive its reasonable costs and attorney fees in bringing suit to enforce such rights.

#### **AMENDMENT**

This Agreement shall not be amended except upon written agreement of the **VILLAGE** and **AFFILIATE ORGANIZATION** and upon ratification by action of the Village Board.

#### **SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law,

such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**EXTENSION OF AGREEMENT**

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This is a perpetual renewal agreement that will be annually reviewed to ensure provisions are met.

**GENERAL CONDITIONS**

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- 1) If any term, covenant, or condition of this Agreement is declared invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
- 2) This agreement constitutes the entire agreement between the Village and the **AFFILIATE ORGANIZATION**. This Agreement may not be modified or amended except by written agreement of all parties.

**NOTICES**

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All notices under this Agreement shall be sent to the following parties at the following addresses:

**VILLAGE**

Village of Algonquin  
Village Manager’s Office  
2200 Harnish Drive  
Algonquin, IL 60102

**FACILITIES:** Exhibit A

**CODE OF CONDUCT:** Exhibit B

**AFFILIATE ORGANIZATION:**

Goal Soccer Club  
P.O. Box 7664  
Algonquin, IL 60102

Village of Algonquin

Goal Soccer Club

\_\_\_\_\_  
Printed Name of Authorized Signature

\_\_\_\_\_  
Printed Name of Authorized Signature

Title:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: January 5, 2023

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager/Village Treasurer

SUBJECT: *Authorizing Financial Institutions as Designated Depositories*

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As part of its treasury management activities, the Village maintains several bank and investment accounts at multiple financial institutions. The Village Board, from time to time, shall designate depositories in which the funds and moneys belonging to the Village, in the custody of the Village Treasurer, and also all moneys collected by the Village, shall be kept.

Attached is a Resolution listing the eight (8) banks and financial institutions the Village is actively engaged with.

**Recommendation**

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on January 17, 2023.

C: Amanda Lichtenberger, Accounting Manager/Deputy Village Treasurer

**RESOLUTION NO. 2023-R-\_\_\_\_\_**

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

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

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

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

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

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

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

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

**PASSED AND APPROVED**, by the Board of Trustees for the Village of Algonquin the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

(SEAL)

\_\_\_\_\_  
Debby Sosine, Village President

ATTEST: \_\_\_\_\_  
Fred Martin, Village Clerk



**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**

**– M E M O R A N D U M –**

DATE: January 3, 2023

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Natural Area Restoration – CarMax Parcel/Huntington Detention/Arbor Hills*

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Attached you will find a copy of a proposal with Baxter & Woodman for natural area restoration design and installation for the CarMax/Huntington Drive Detention/Arbor Hills Naturalization project in the amount of \$264,465.20. This project is being proposed due to the development agreement made with CarMax to donate Lot 3 of their subdivision to the Village in order to make a green corridor connection to the Randall Road Wetland and High Hill Riparian corridor. There are several reasons that support this agreement which are outlined below and thus why the Village is doing a restoration project in this area.

1. As part of the agreement, CarMax is making a new bike trail connection through Lot 3 and then re-routing the existing bike trail through the Huntington Drive detention to Lifetime Fitness. The land surrounding the trail needs to be native prairie as opposed to turf grass to bring in an environmental component and feel. (see attached trail map exhibit). CarMax contributed \$25,000 to the Village to put towards this naturalization.
2. CarMax was also only required to install a small retention basin on Lot 3 because the rest of the stormwater storage for their site was able to be provided in the Randall Road Wetland Complex. Thus, they paid a fee-in-lieu of detention, per the Kane County Stormwater Ordinance, in the amount of \$194,400.

The two fees listed above go into a restricted spending fund for watershed management. This assures that the Village only spends this money on projects that restore and create wetlands, improves water quality from stormwater run off and creates natural areas.

This restricted fund currently has a balance of \$293,500. This balance comes from the donations listed above as well as \$74,100 from the Westview Crossing development for filling isolated wetlands on their site. These funds can be used anywhere in the Village for natural area projects.

We are proposing to use Baxter & Woodman Natural Resources for this project as we have a prior relationship with them doing similar work. They recently completed 2 major projects for the Village; Ratt Creek Reach 5 Restoration and the Randall Road Wetland Restoration. Because this project is adjacent to the Randall Road Wetland Complex, they are familiar with how the area functions, the planting plans, and the maintenance functions that need to occur over the next three years.

Their experience with this type of work as well as their knowledge of the Village's natural area plan makes them a nice fit to perform the work on this project.

Since funds are available, we decided to add on the restoration of the Arbor Hills Nature Preserve. This area is completely degraded and is overrun by phragmites, honeysuckle and teasel. The phragmites, in particular, is clogging up the wetland areas within this critical parcel and is preventing proper drainage and groundwater infiltration. This is the last parcel remaining in this upper quadrant of the Village that would not be restored once the CarMax lot and Huntington Detention are complete. (see attached map of Arbor Hills Nature Preserve area).

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 natural area restoration design and installation for the CarMax/Huntington Drive Detention/Arbor Hills Naturalization project to Baxter & Woodman Natural Resources, Inc. for \$264,465.20.

December 16, 2022

Robert G. Mitchard  
Director of Public Works  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

***Subject: Village of Algonquin – Carmax Native Planting, Huntington Detention, & Arbor Hills***

Dear Mr. Mitchard:

Baxter & Woodman, Inc. appreciates the opportunity to submit this proposal to assist the Village in implementing ecological restoration and maintaining (3 years) the three individual sites (Huntington Detention, Arbor Hills, & Carmax Site) that make up the overall Carmax project.

#### **SCOPE ITEMS AND ENGINEERING FEE**

The Owner shall pay the Engineer for the services performed or furnished a lump sum amount of \$264,465.20.

ITEM	DESCRIPTION	QUANTITY TOTAL	UNIT	Unit Price	Total Cost
<b>1</b>	<b>HUNTINGTON DETENTION REFROFIT (PREVAILING WAGE)</b>				
1.1	TREE & SHRUB REMOVAL/STUMP GRINDING (WINTER/SPRING 2023)	1	LS	\$13,000.00	\$13,000.00
1.2	PRESCRIBED BURN-BASIN BOTTOM (SPRING 2023)	1	LS	\$1,800.00	\$1,800.00
1.3	HERBICIDE PHRAG-BASIN BOTTOM (2x-2023 & 1x SPRING 2024)	3	Trip	\$1,400.00	\$4,200.00
1.4	HERBICIDE MESIC PRAIRIE SEEDING AREAS (2x SPRING 2023)	2	Trip	\$1,050.00	\$2,100.00
1.5	LIGHT DISCING/TILLING MESIC PRAIRIE SEEDING AREAS (2x SPRING 2023)	2	Trip	\$2,100.00	\$4,200.00
1.6	TREE PLANTING/PROTECTION-1.5"-2.0" CAL. CONTAINER GROWN (SPRING 2023)	12	EA	\$600.00	\$7,200.00
1.7	MESIC PRAIRIE SEEDING (SPRING 2023)	1.20	AC	\$1,800.00	\$2,160.00
1.8	TURF GRASS MOW STRIP SEEDING (SPRING 2023)	1	LS	\$800.00	\$800.00
1.9	NAG DS75 EROSION CONTROL BLANKET (SPRING 2023)	5,808	SY	\$2.25	\$13,068.00
1.10	EMERGENT PLANT PLUGS (SPRING 2024)	1,250	EA	\$3.50	\$4,375.00
1.11	THREE YEAR MAINTENANCE (3x MOW, 6x-HERBICIDE & 1 RX BURN) (NON WAGE)	1	LS	\$8,000.00	\$8,000.00
<b>HUNTINGTON DETENTION RETROFIT SUBTOTAL</b>					<b>\$60,903.00</b>

ITEM	DESCRIPTION	QUANTITY TOTAL	UNIT	Unit Price	Total Cost
<b>2</b>	<b>CARMAX SITE PLANTING (PREVAILING WAGE)</b>				
2.1	MESIC PRAIRIE SEEDING (WINTER 2022/2023 OR SPRING 2023)	2.0	AC	\$1,800.00	\$3,600.00
2.2	TURF GRASS MOW STRIP SEEDING (WINTER 2022/2023 OR SPRING 2023)	1	LS	\$800.00	\$800.00
2.3	NAG DS75 EROSION CONTROL BLANKET (WINTER 2022/2023 OR SPRING 2023)	9,680	SY	\$2.25	\$21,780.00
2.4	REMEDIAL SEEDING/BLANKETING FOLLOWING PATH INSTALLATION	1	LS	\$3,000.00	\$3,000.00
2.5	THREE YEAR MAINTENANCE (3x MOW, 6x-HERBICIDE & 1 RX BURN) (NON WAGE)	1	LS	\$10,500.00	\$10,500.00
<b>CARMAX SITE PLANTING SUBTOTAL</b>					<b>\$39,680.00</b>
<b>3</b>	<b>ARBOR HILLS RESTORATION (NON-PREVAILING WAGE)</b>				
3.1	TREE & SHRUB REMOVAL/STUMP GRINDING (WINTER 2023)	1	LS	\$58,000.00	\$58,000.00
3.2	HERBICIDE MP, WP, & SV SEEDING AREAS (2x 2023)	2	Trip	\$2,000.00	\$4,000.00
3.3	LIGHT DISCING/TILLING MP, WP, & SV SEEDING AREAS (2x 2023)	2	Trip	\$4,000.00	\$8,000.00
3.4	TREE PLANTING/PROTECTOIN-1.5"-2.0" CAL. CONTAINER GROWN (FALL 2023)	10	EA	\$500.00	\$5,000.00
3.5	MESIC PRAIRIE SEEDING (FALL 2023)	3.40	AC	\$1,700.00	\$5,780.00
3.6	WET PRAIRIE SEEDING (FALL 2023)	2.10	AC	\$1,400.00	\$2,940.00
3.7	SAVANNA SEEDING (FALL 2023)	0.90	AC	\$1,300.00	\$1,170.00
3.8	TURF GRASS MOW STRIP SEEDING (WINTER 2022/2023 OR SPRING 2023)	1	LS	\$500.00	\$500.00
3.9	NAG DS75 EROSION CONTROL BLANKET (FALL 2023)	5,615	SY	\$1.30	\$7,299.50
3.10	STRAW MULCH (1 TON/ACRE) (FALL 2023)	25,361	SY	\$0.70	\$17,752.70
3.11	HERBICIDE PHRAG IN EXISTING WETLANDS (1x FALL 2023 & 1x FALL 2024)	1	LS	\$6,000.00	\$6,000.00
3.12	PRESCRIBED BURN-EASTERN WETLAND (SPRING 2023 & FALL 2024 OR SPRING 2025)	2	Trip	\$5,000.00	\$10,000.00
3.13	EMERGENT SEEDING-EASTERN WETLAND (FALL 2024 OR SPRING 2025)	2.40	AC	\$600.00	\$1,440.00
3.14	EMERGENT PLANT PLUGS-EASTERN WETLAND (FALL 2024 OR SPRING 2025)	2,500	EA	\$3.00	\$7,500.00
3.15	THREE YEAR MAINTENANCE (3x MOW, 6x-HERBICIDE & 1 RX BURN) (NON WAGE)	1	LS	\$24,000.00	\$24,000.00
<b>ARBOR HILLS RESTORATION SUBTOTAL</b>					<b>\$159,382.20</b>
<b>4</b>	<b>MONITORING &amp; REPORTING (NON-PREVAILING WAGE)</b>				
4.1	ECOLOGIST MONITORING & REPORTING (THREE YEARS) (NON WAGE)	1	LS	\$4,500.00	\$4,500.00
<b>TOTAL</b>					<b>\$264,465.20</b>

Thank you for the opportunity to submit our Proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact Steve Zimmerman at 773-507-0982 or [szimmerman@baxterwoodman.com](mailto:szimmerman@baxterwoodman.com) if you should have any questions or need additional information.









Remove all existing trees and shrubs from Mesic Prairie, Wet Prairie, & existing wetland zones. Save all dogwood, hazelnut, sycamore, oaks, & hawthorn.

Tree and Shrub Removal Per Village Direction

- LEGEND**
- Mesic Prairie Seeding & NAG DS75 Blanket (0.41 acres)
  - Wet Prairie Seeding & NAG DS75 Blanket (0.75 acres)
  - Mesic Prairie Seeding & Crimped Straw Mulch (2.99 acres)
  - Wet Prairie Seeding & Crimped Straw Mulch (1.35 acres)
  - Savanna Seed & Straw Mulch (0.9 acres)
  - Area (4.6 ac.) to Manage for Invasives (cattail to remain).
  - Emergent Plugs & Emergent Seeding (2.4 ac.: 2,500 Plants)
  - 4' Wide Turf Mow Strip (500 sq. ft.)
  - 6 - 1.5"-2" Caliper Red Oak (*Quercus rubra*) (Container)
  - 6 - 1.5"-2" Caliper Swamp White Oak (*Quercus bicolor*) (Container)

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

CARMAX NATIVE  
PLANTING &  
DETENTION  
RETROFIT PLAN  
ALGONQUIN, ILLINOIS

CARMAX

RES Proj. #:	
Designed By:	SRZ NOV 17
Drawn By:	SRZ NOV 17
Checked By:	
Coordinate System:	N/A
Design Firm License:	N/A
FILENAME	
SHEET TITLE	PLANTING PLAN
SHEET NUMBER	



MESIC PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
<b>Grasses &amp; Sedges:</b>			
<i>Bouteloua curtipendula</i>	Side oats grama	65.3	
<i>Carex bicknellii</i>	Copper-shouldered oval sedge	5.5	
<i>Schizachyrium scoparium</i>	Little bluestem	150.0	
<b>Total Grasses</b>		<b>220.9</b>	<b>13.8</b>
<b>Forbs:</b>			
<i>Asclepias tuberosa</i>	Butterfly milkweed	7.5	
<i>Echinacea pallida</i>	Pale purple coneflower	15.7	
<i>Echinacea purpurea</i>	Purple coneflower	11.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	6.5	
<i>Heliopsis helianthoides</i>	False sunflower	4.0	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Oligoneuron rigidum</i>	Stiff goldenrod	1.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.6	
<i>Petalostemum purpurea</i>	Purple prairie clover	5.2	
<i>Rudbeckia hirta</i>	Black-eyed Susan	1.0	
<i>Carex bicknellii</i>	Yellow coneflower	2.1	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	2.3	
<i>Symphotrichum oolentangiense</i>	Sky blue aster	1.6	
<i>Tradescantia ohiensis</i>	Spiderwort	5.0	
<i>Verbena stricta</i>	Hoary vervain	3.3	
<b>Total Forbs</b>		<b>68.9</b>	<b>4.3</b>
<b>Total All Species</b>		<b>289.8</b>	<b>18.1</b>
<b>Temporary Cover Crop:</b>			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

EMERGENT SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
<b>Grasses, Sedges &amp; Rushes:</b>			
<i>Carex vulpinoidea</i>	Fox Sedge	1.5	
<i>Juncus effusus</i>	Common Rush	0.2	
<i>Leersia oryzoides</i>	Rice cut grass	1.2	
<i>Panicum virgatum</i>	Switch grass	18.2	
<i>Spartina pectinata</i>	Prairie cord grass	6.9	
<b>Total Grasses &amp; Sedges</b>		<b>27.9</b>	<b>1.7</b>
<b>Forbs:</b>			
<i>Alisma subcordatum</i>	Water plantain	0.8	
<i>Asclepias incarnata</i>	Swamp milkweed	7.2	
<b>Total Forbs</b>		<b>8.0</b>	<b>0.5</b>
<b>Total All Species</b>		<b>35.9</b>	<b>2.2</b>
<b>Temporary Cover Crop:</b>			
<i>Elymus virginicus</i>	Virginia wild rye	32.0	2.0

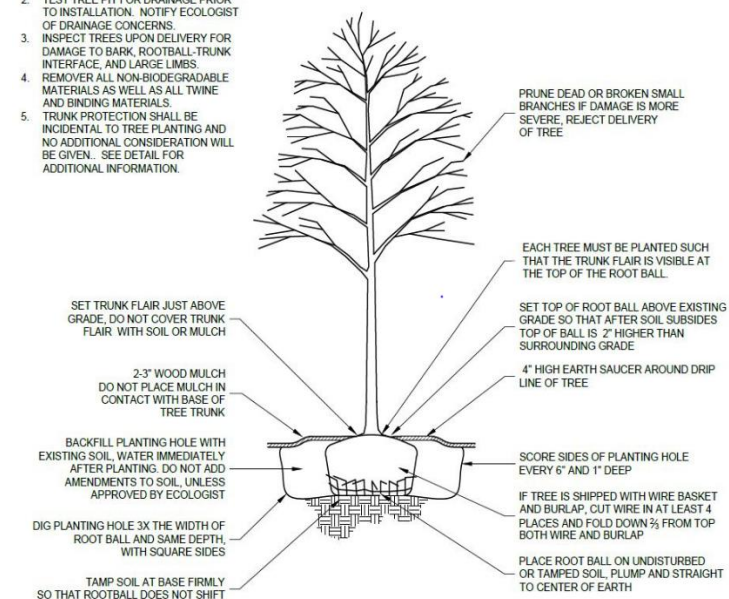
EMERGENT PLANT PLUGS			
Scientific name	Common Name	# of plugs	Placing
<i>Iris virginica</i>	Blue Flag Iris	1000	Tri. 4.0' O.C
<i>Juncus effusus</i>	Common Rush	1000	Tri. 4.0' O.C
<i>Pontederia cordata</i>	Pickereel Weed	250	Tri. 5.0' O.C
<i>Sparganium eurycarpum</i>	Bur Reed	1500	Tri. 4.0' O.C
<b>Total</b>		<b>3750</b>	

WET PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
<b>Grasses, Sedges &amp; Rushes:</b>			
<i>Carex comosa</i>	Bristly sedge	2.6	
<i>Carex vulpinoidea</i>	Fox Sedge	2.6	
<i>Juncus dudleyi</i>	Dudley's rush	0.0	
<i>Juncus effusus</i>	Common Rush	0.1	
<i>Leersia oryzoides</i>	Rice cut grass	1.1	
<i>Panicum virgatum</i>	Switch grass	21.8	
<i>Spartina pectinata</i>	Prairie cord grass	8.3	
<b>Total Grasses &amp; Sedges</b>		<b>36.5</b>	<b>2.3</b>
<b>Forbs:</b>			
<i>Alisma subcordatum</i>	Water plantain	1.1	
<i>Asclepias incarnata</i>	Swamp milkweed	8.6	
<i>Eryngium yuccifolium</i>	Rattlesnake master	4.9	
<i>Helenium autumnale</i>	Sneezeweed	0.7	
<i>Liatris spicata</i>	Marsh blazing star	9.5	
<i>Lobelia cardinalis</i>	Cardinal flower	0.5	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.9	
<i>Physostegia virginiana</i>	Obedient plant	3.1	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	1.1	
<i>Rudbeckia hirta</i>	Black eyed Susan	0.7	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	2.3	
<i>Symphotrichum novae-angliae</i>	New England aster	1.4	
<b>Total Forbs</b>		<b>34.9</b>	<b>2.2</b>
<b>Total All Species</b>		<b>71.4</b>	<b>4.5</b>
<b>Temporary Cover Crop:</b>			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Elymus virginicus</i>	Virginia wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

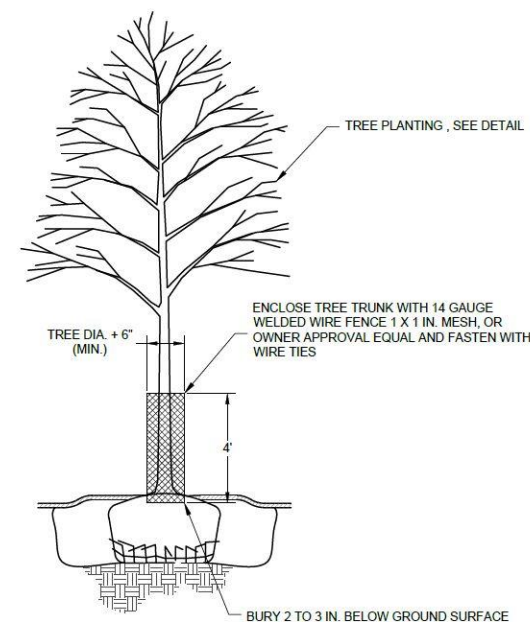
SAVANNA SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
<b>Grasses:</b>			
<i>Andropogon scoparius</i>	Little bluestem	100.0	
<i>Bouteloua curtipendula</i>	Side oats grama	61.0	
<i>Elymus hystrix</i>	Bottlebrush grass	74.1	
<i>Elymus vilosus</i>	Silky wild rye	41.9	
<b>Total Grasses &amp; Sedges</b>		<b>276.9</b>	<b>17.3</b>
<b>Forbs:</b>			
<i>Aquilegia canadensis</i>	Wild columbine	2.3	
<i>Aster sagittifolius</i>	Arrow-leaved aster	0.5	
<i>Campanula americana</i>	Tall bellflower	0.6	
<i>Echinacea purpurea</i>	Purple coneflower	9.9	
<i>Eupatorium purpureum</i>	Purple joe-pye-weed	2.8	
<i>Heliopsis helianthoides</i>	False sunflower	3.4	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.2	
<i>Ratibida pinnata</i>	Yellow coneflower	1.7	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia triloba</i>	Brown eyed susan	2.6	
<i>Tradescantia ohiensis</i>	Common spiderwort	5.4	
<i>Veronicastrum virginiana</i>	Culver's root	0.3	
<i>Zizia aurea</i>	Golden Alexanders	5.4	
<b>Total Forbs</b>		<b>36.3</b>	<b>2.3</b>
<b>Total All Species</b>		<b>313.2</b>	<b>19.6</b>
<b>Temporary Cover Crop:</b>			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

NOTES:

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



1 TREE PLANTING DETAIL  
N.T.S.



2 TREE TRUNK PROTECTION DETAIL  
N.T.S.

CARMAX NATIVE  
PLANTING &  
DETENTION  
RETROFIT PLAN  
ALGONQUIN, ILLINOIS

CARMAX

RES Proj. #:

Designed By: SRZ NOV 17

Drawn By: SRZ NOV 17

Checked By:

Coordinate System: N/A

Design Firm License: N/A

FILENAME

SHEET TITLE  
PLANTING PLAN

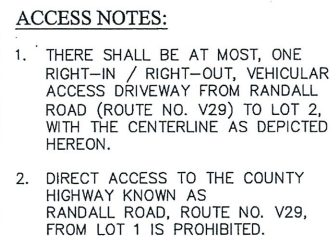
SHEET NUMBER



2019R000063  
1200 A

GRAPHIC SCALE

( IN FEET )  
1 inch = 50 ft.



O.D.I.P. = OUTSIDE DIAMETER IRON PIPE  
(R) = RECORD BEARING OR DISTANCE  
(M) = MEASURED BEARING OR DISTANCE  
(C) = CALCULATED BEARING OR DISTANCE  
(D) = DEED BEARING OR DISTANCE  
B.S.L. = BUILDING SETBACK LINE  
U.E. = UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT  
P.U.E. = PUBLIC UTILITY EASEMENT  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
P.U. & D.E. = PUBLIC UTILITY AND  
DRAINAGE EASEMENT

- SET 7/8" O.D.I.P. SET  
UNLESS OTHERWISE NOTED
- ✕ FOUND DISK LABELED  
"ILDOH-2797"  
UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT  
UNLESS OTHERWISE NOTED
- ✚ SET CROSS IN CONCRETE  
UNLESS OTHERWISE NOTED

GROSS	602,251	SQUARE FEET	OR	13.826 ACRES
R.O.W. DEDICATION	13,081	SQUARE FEET	OR	0.300 ACRES
NET AREA	589,170	SQUARE FEET	OR	13.526 ACRES
(TO HEAVY LINES)				
(BASED ON MEASURED VALUES)				

IN ACCORDANCE WITH CHAPTER 605, ACT 5, SECTION 9-115.1 OF THE ILLINOIS HIGHWAY CODE, "IT IS UNLAWFUL FOR ANY PERSON TO CONSTRUCT OR CAUSE TO BE CONSTRUCTED ANY DRAINAGE FACILITY FOR THE PURPOSE OF DETENTION OR RETENTION OF WATER WITHIN A DISTANCE OF 10 FEET PLUS ONE AND ONE HALF TIMES THE DEPTH OF ANY DRAINAGE FACILITY ADJACENT TO THE RIGHT-OF-WAY OF ANY PUBLIC HIGHWAY WITHOUT THE WRITTEN PERMISSION OF THE HIGHWAY AUTHORITY HAVING JURISDICTION OVER THE PUBLIC HIGHWAY. IT IS UNLAWFUL FOR ANY PERSON TO CONSTRUCT, OR CAUSE TO BE CONSTRUCTED ANY EARTHEN BERM SUCH THAT THE TOE OF SUCH BERM WILL BE NEARER THAN 10 FEET TO THE RIGHT-OF-WAY OF ANY PUBLIC HIGHWAY WITHOUT THE WRITTEN PERMISSION OF THE HIGHWAY AUTHORITY HAVING JURISDICTION OVER THE PUBLIC HIGHWAY".

[illegible]

**Kimley»Horn**  
 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
 1001 WARRENVILLE ROAD, SUITE 350,  
 USLE, IL 60532  
 PHONE: 630-487-5550  
 WWW.KIMLEY-HORN.COM

**PROJECT**  
**CARMAX 6125**  
**SUBDIVISION**  
301 N. Huntington Drive  
Algonquin, Illinois



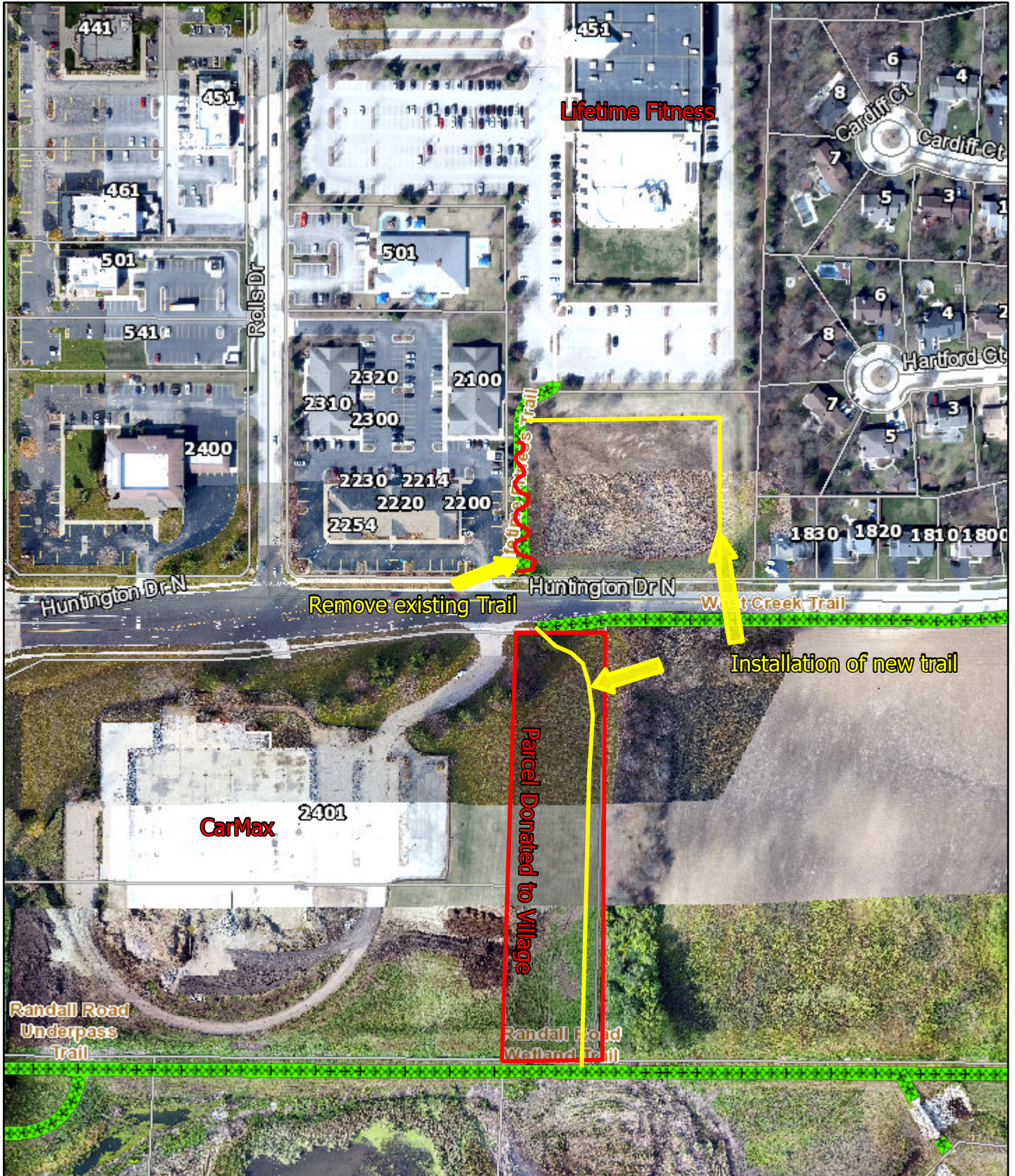
**COMPASS**  
**SURVEYING LTD**  
SURVEYING • TOPOGRAPHY • CONSTRUCTION  
2631 GINGER WOODS PARKWAY  
AURORA, IL 60502  
TEL: (630) 870-7070 FAX: (630) 870-7070

SCALE: 1" = 50'

1 OF 2

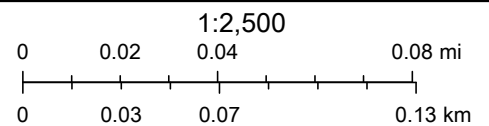


# Carmax Trail Improvements



December 28, 2022

- polylineLayer
- Override 4
  - Override 1 Trails and Paths
  - Override 2 <all other values>
- polygonLayer
- Algonquin Area Public Library District
  - Override 1 Homeowner's Association
  - Override 2 Kane County Dept of Transportation
  - Override 3 Kane County Forest Preserve District

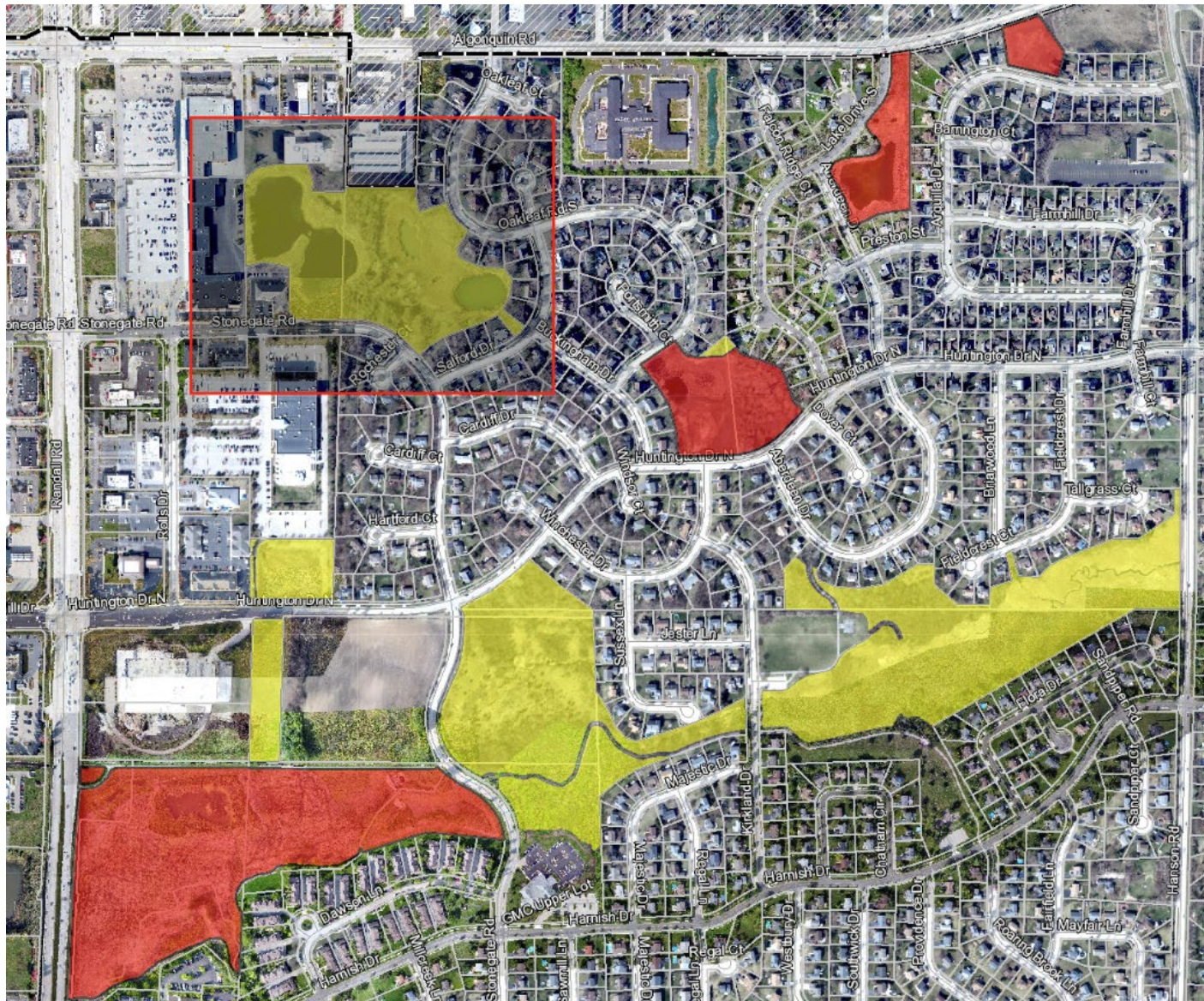




**Arbor Hills Nature Preserve shown in rectangle area**

**Red = restored**

**Yellow = not restored**





**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: January 10, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Souwanas Trail, Schuett Street, and Oceola Drive Improvements  
Recommendation for Construction Oversight Services (Phase 3  
Engineering)

---

Attached, you will find a proposal for Phase 3 Engineering services from HR Green for the Souwanas Trail, Schuett Street, and Oceola Drive Improvements project that is slated for construction in the spring of 2023. HR Green is the design engineer on this project and has performed Phase 3 construction oversight services for the Village previously on the Algonquin Lakes and Lake Drive South Improvement projects last year and performed very well.

The construction for this project is partially being funded through the Surface Transportation Program – Local (STP-L) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSA) in the amount of \$1.5 Million. The remaining funds for construction and construction oversight will be funded locally. This project was bid in June of this year and the bids were rejected due to high bids in excess of 30% of the engineer's estimate.

Since the bid, it was discovered that a bottleneck occurs in the existing sanitary sewer system at the east end of the Souwanas Trail. The existing sanitary main on Souwanas Trail connects to the feeder under the Fox River to the Waste Water Treatment Plant. This bottleneck handicaps the Village's ability to develop parcels northeast of Souwanas Trail. Village staff has determined the extension and upsizing of the existing sanitary main on Souwanas Trail is necessary and has been added to the scope of this project. As a result, the construction estimate has increased significantly.

The Engineer's construction estimate for this project is \$6,629,146 and HR Green's construction oversight proposal is at \$453,822, which is 6.85% of the construction price. Construction for this project is expected to span two construction seasons, therefore, the fee is extremely favorable for a project of this magnitude. The budgeted funds for the project this fiscal year will be carried over to next fiscal year and the remaining fee will be budgeted in FY24/25.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this engineering agreement with HR Green for \$453,822 to the Board of Trustees for approval. We appreciate your ongoing support of this infrastructure improvement that will significantly benefit the residents of Souwanas Trail, Schuett Street, and Oceola Drive.





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Souwanas Trail, Schuett Street and Oceola Trail  
Construction Engineering Services**

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

Todd Destree, P.E., CPESC  
Senior Construction Project Manager  
HR Green, Inc.  
1391 Corporate Drive, Suite 203  
McHenry, IL 60050  
Project Number: 211482

12/5/2022

## **TABLE OF CONTENTS**

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



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

## **1.0 Project Understanding**

### **1.1 General Understanding**

HR Green will provide Construction Observation Services for the Souwanas Trail, Schuett Street and Oceola Trail Improvement project. HR Green will be on site to ensure that items being constructed and materials being utilized are in general conformance with the approved plans and specifications.

## **2.0 Scope of Services**

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

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon HR Green providing the Village with 190 working days of construction observation services. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

### **A. Start Up**

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

HR Green will go door to door to provide construction notices and will coordinate with all the residents within the construction zone before construction begins to make the residents aware of the project timing and the impact of the construction project. HR Green will also coordinate with the residents throughout the project.

HR Green will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the Village prior to the start of construction.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work.

HR Green anticipates a Construction Technician will be onsite for approximately eighty (80) hours to complete the above noted coordination and construction preparation. A total of eighty (80) hours have been allotted to complete the project start up.

## **B. Construction Observation**

HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the Village informed as to the progress of construction.

HR Green anticipates that a Construction Technician will be on-site for approximately nine (9) hours per day for 190 days and a Senior Construction Project Manager will be onsite approximately four (4) hours per week during the 190 working day contract. A total of eighteen hundred and sixty three (1863) hours have been allotted for daily field construction observation for this project.

## **C. Meetings**

HR Green will attend the preconstruction meeting at IDOT with the Village, the contractor and subcontractors and thirty six (36) construction progress meeting during the 190 working day contract. A total of one hundred twenty (135) hours have been allotted for the Senior Project Manager to attend the preconstruction meeting and thirty five (35) construction progress meetings, prepare the agendas and complete the meeting minutes for the progress meeting.

## **D. Administration/Coordination**

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted fifty eight (58) hours for the Senior Project Manager to assist and provide administrative support for the project.

## **E. Project Close Out**

HR Green anticipates approximately one hundred sixty (160) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order, IDOT documentation certification and IDOT materials certification.

## **F. Material Testing**

Rubino Engineering will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements.

## **G. Public Outreach and Communication**

Metro Strategies Group will provide public outreach and communications for project. This work will include creation of a standalone construction web page, weekly social media posts, weekly updates to the residents and businesses and will coordinate a public meeting to be held in Spring of 2023. This meeting may be a virtual meeting based upon direction from the Village of Algonquin.

## **3.0 Deliverables and Schedules Included in this Agreement**

COMPANY will provide Engineers Final Payment Estimate and Request for Approval of Change in Plans.

Upon project closure, COMPANY will provide the project job box containing the final records, field books, calculations, testing reports and evidence of material inspection.

## **4.0 Items not included in Agreement/Supplemental Services**

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

- Survey Services

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

## **5.0 Services by Others**

- Quality Assurance Testing – Rubino Engineering
- Public Outreach – Metro Strategies Group

## **6.0 Professional Services Fee**

### **6.1 Fees**

The fee for services will be based on a time and material basis with a not to exceed amount of \$453,822.00.



## 6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50 ILCS 505.

## 6.3 Extra Services

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

## 6.4 Exclusion

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

## 6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$453,822.00

## 7.0 Village Of Algonquin Standard Terms and Conditions - Consultant

**1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant'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 Consultant 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:** Consultant 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 Consultant's services under this Agreement. Consultant represents to the 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. Consultant 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 Consultant, its agents or employees.

**4. Safety:** Insofar as jobsite safety is concerned, the Consultant 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 Consultant's, or Consultant's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

**5. Extra's and Change Orders:** No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant 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 Consultant. 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 written mutual consent of the Parties.

**8. Payment:** The Owner will make partial payments to the Consultant in accordance with **Schedule B** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule B. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner within 60 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. Consultant Obligations:** Consultant warrants to perform the services included in the Scope of Work (Schedule A) 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 Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.



**10. Insurance:**

**10.1** Consultant 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 Consultant operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Village of Algonquin Purchase Order Insurance Requirements)** attached to this Agreement. Consultant 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 requested 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, Consultant 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 Consultant shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

**10.3** Breach of this Section 10 is a material breach of this Agreement and shall subject this Agreement to immediate termination by Owner at Owner's discretion.

**11. Indemnity:** Consultant hereby agrees to indemnify, and hold the Owner 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 Consultant, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant, 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 Consultant under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Consultant as an employer which limit the amount of Consultant's liability to the Owner to the amount of Consultant's liability in contribution or otherwise under any workers compensation, disability benefits or employee benefit acts.

**12. Termination; Force Majeure:** In the event of a termination pursuant to the terms of this Agreement, Consultant shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant be entitled to any additional compensation or damages in connection with a termination hereunder. 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:** Consultant shall, at the discretion of the Owner and at the expense of Consultant, undertake or re-do any and all faulty or non-compliant services furnished or performed by Consultant hereunder. In the event Consultant fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing or obtaining 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.

**14. Compliance with Laws:** During the performance hereunder, Consultant 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, the Owner shall not be responsible for monitoring Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

**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:** Consultant 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 Consultant and the results thereof. Consultant 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 Consultant on a mutually agreed date and time.

**17. Tobacco Use:** Consultant, 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.

**19. Limitation of Liability; Third Party Liability:** Unless otherwise specifically provided for in this Agreement, 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 Consultant 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 to recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

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

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Todd Destree'.

Todd Destree, PE,  
CPESC

Approved by:

A handwritten signature in black ink, appearing to read 'Akram Chaudhry'.

Printed/Typed Name: Akram Chaudhry

Title: Vice President

Date:

12/5/2022

Village of Algonquin

Accepted by:

Printed/Typed Name:

Title:

Date:

<b>Local Public Agency</b>		<b>County</b>		<b>Section Number</b>
Village of Algonquin		McHenry		17-00092-00-PV

COST ESTIMATE WORKSHEET								
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise								
<b>OVERHEAD RATE</b>	<b>181.58%</b>	<b>COMPLEXITY FACTOR</b>	<b>0</b>					
TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Start Up	80	3,983	7,232		1,314		12,529	2.76%
Construction Observation	1863	97,065	176,251	18,515	32,031	15,469	339,331	74.77%
Administration	58	4,524	8,215		1,493	28,000	42,232	9.31%
Meetings	135	10,530	19,120		3,475		33,125	7.30%
Project Close Out	160	7,965	14,464		2,629		25,058	5.52%
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Subconsultant DL					1,547		1,547	0.34%
<b>TOTALS</b>	<b>2296</b>	<b>124,067</b>	<b>225,282</b>	<b>18,515</b>	<b>42,489</b>	<b>43,469</b>	<b>453,822</b>	<b>100.00%</b>

Professional Services Agreement  
Souwanis Trail, Schuett Street and Oceola Trail  
Construction Engineering Services  
Project Number: 211482  
December 05, 2022  
Page 10 of 15



## PROPOSAL

January 24, 2022

To: Todd Destree  
HR Green, Inc.  
1391 Corporate Drive, Ste. 203  
McHenry, IL 60050  
P: 815-385-1778  
C: 815-509-9307

Re: **QA Construction Material Testing Services**  
Souwanis Trail Improvements  
Algonquin, IL

Proposal No. Q22.044\_REV1

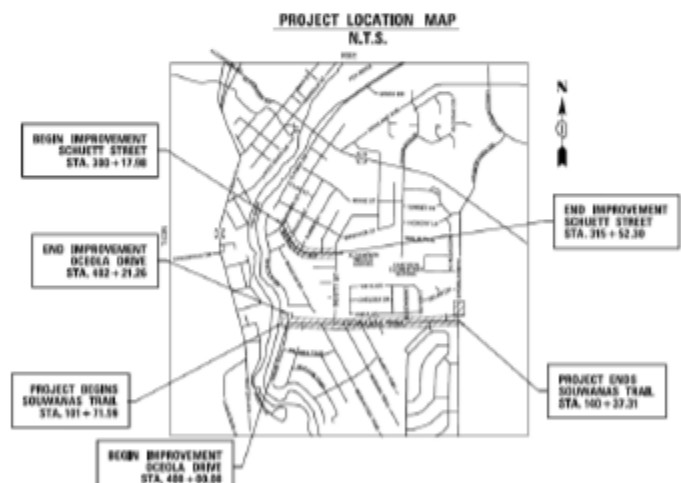
Via email: [tdestree@hrgreen.com](mailto:tdestree@hrgreen.com)

Dear Mr. Destree,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

### PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on January 24, 2022 and on November 28, 2022 Rubino received an email from you to include an additional three (3) half days of nuclear density testing for trench backfill. The following outlines our understanding of the requested scope of services:



### General Scope of Services

#### EARTHWORK TESTING

- Field testing of on-site and borrow soil material
  - Compaction by the nuclear method
- Laboratory testing of on-site and borrow soil material
  - Standard proctor ASTM D698 or Modified proctor ASTM D1557
  - Please call Rubino **ONE WEEK PRIOR** to Compaction testing so that Rubino can obtain samples to run a proctor *before* we are due on-site for testing.

#### BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method

Rubino Engineering, Inc. - 2925 Shuman Road - Suite 11 - Algonquin, IL 60105 - (815) 891-4222 - (815) 891-4200 fax

- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

#### **Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on January 24, 2022 following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
EARTHWORK TESTING	3	Half (4 hours)
BITUMINOUS PAVING	4	Half (4 hours)
CONCRETE	10	Half (4 hours)

\*Portal to Portal

#### **FEES**

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.



Souwanis Trail Improvements, Algonquin- QA Construction Material Testing  
Rubino Proposal No: Q22.044\_REV1

January 24, 2022

Item Description	Quantity	Unit	Material Tester 1 (hr)	Material Tester 2 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Reflex Extraction + Sieve	Ignition Oven Test /	Standard Proctor
			\$106.00	\$102.00	\$66.00	\$130.00	\$44.00	\$18.00	\$263.00	\$176.00	\$100.00	\$133.00	\$196.00	\$196.00
<b>Souwanis Trail Improvements</b>														
Trench Backfill	-	-	12	3	3	3			1					1
HMA Surface Course, Mix "D", N50	2010	TON	8	2	2	2			1	1	1	1		
HMA Binder Course, IL-19.0, N50	3190	TON	8	2	2	2			1	1	1	1		
PCC Driveway Pavement, 6"	1790	SY	16	4	2		24	4						
PCC Sidewalk, 4"	3070	SF	8	2	1		12	2						
Combination Curb & Gutter, various types	15119	FOOT	16	4	2		24	4						
			56	12	17	12	7	60	13	2	2	2	1	
<b>GRAND TOTAL = \$15,469.00</b>			\$5,880.00	\$1,224.00	\$1,106.00	\$1,590.00	\$308.00	\$1,080.00	\$3,419.00	\$222.00	\$200.00	\$208.00	\$196.00	

#### PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: [scheduling@rubinoeng.com](mailto:scheduling@rubinoeng.com)

Please call the office with any questions or changes to the schedule between 8am to 4pm.

#### CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,  
**RUBINO ENGINEERING, INC.**

*Michelle Lipinski*  
Michelle A. Lipinski, PE  
President  
[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

**RUBINO ENGINEERING, INC. IS:**  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)



February 11, 2022

Mr. Jeffrey Strzalka, PE  
HR Green  
2363 Sequoia Drive, Suite 101  
Aurora, IL 60506

Re: Souwanis Trail and Schuett Street Improvements

Dear Mr. Strzalka,

Please accept this letter as an agreement to provide outreach and communication services for the Algonquin Souwanis Trail and Schuett Street Improvements Project as outlined below.

1. **Scope of Services.** Metro Strategies Group will provide communications and outreach services related to the Souwanis Trail and Schuett Street Improvements Project as described in the attached Scope of Work.
2. **Term.** This agreement is effective as of the date of execution and may be terminated by either party, without cause or penalty by either HR Green or Metro Strategies Group. Verbal notification will be given followed by a written notice to the other party to be sent within forty-eight (48) hours.
3. **Compensation.** Metro Strategies Group will charge a fee for services not to exceed \$28,000. A progress report will be submitted with monthly invoices.
4. **Conflict of Interest.** Metro Strategies Group certifies that the services which will be provided under this agreement do not represent any conflict of interest with any of our other project work. Metro Strategies Group will immediately disclose to HR Green if such conflict arises in the performance of these services.
5. **Independent Contractor.** Metro Strategies Group will act as an independent contractor in the performance of the duties assigned under the scope of services.
6. **General.** Neither party shall assign any of its duties or obligations under this agreement without the express written consent of the other party. The laws of the State of Illinois shall govern this agreement. This document represents and incorporates the entire understanding of both parties.

Please sign and date below and return a signed copy for our records. Thank you again for retaining Metro Strategies Group.

By: Tammy Wiciak 2/11/2022 By: \_\_\_\_\_  
Tammy Wiciak Date Jeffrey Strzalka Date





## Village of Algonquin - Souwanas Trail and Schuett Street Improvements

### Scope of Services

Metro Strategies Group will provide the following services to assist with public outreach and communication on the Souwanas Trail and Schuett Street Improvements Project during construction.

#### **Project Website**

The team will create a standalone webpage with construction notices, detour maps and project photos. The webpages will be live for the duration of the project.

#### **Weekly Updates**

The team will create weekly updates for residents and businesses informing them of construction activities and progress throughout the project.

#### **Social Media**

Metro Strategies will provide the Village with up to four social media messages to promote the projects and any detour related information.

#### **Graphics**

The team will create detour maps and graphics as needed for construction communication.

#### **Public Meeting**

Metro Strategies will coordinate a public meeting to be held in the fall of 2022. Due to COVID, a virtual public meeting platform may be utilized through the Village's Zoom account if an in-person meeting option is not available due to public health restrictions. Metro Strategies will develop a PowerPoint presentation featuring exhibits from HR Green. After the presentation, residents will be invited to ask questions and the project team will be available to respond. The public meeting will be advertised through social media and Constant Contact email distribution lists.

#### **Project Branding**

As part of the project kick off, a unique project logo and branding will be developed for the project. The logo will be utilized on all invitations, PowerPoints and material associated with the public meeting.

### Fee for Services

Metro Strategies Group will charge a fee not to exceed \$28,000 to provide the above-mentioned services for the Village of Algonquin's Souwanas Trail and Schuett Street Improvements Project.



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: January 10, 2022

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Crystal Creek Riverwalk Improvements and Harrison St Bridge  
Replacement – Change Order #14

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Attached, you will find change order #14 and an exhibit of the proposed improvements to the 103-107 S. Main Street lot for the Riverwalk Improvement and the Harrison St Bridge Replacement project. This change order is beyond staff's authority and requires review and approval from the Committee of the Whole and the Village Board. This work has not yet been completed and would be performed this winter upon approval.

The change order request is to replace alley downspouts at 103, 107, and 111 Main Street and underground drainage work to tie into the Village's storm sewer system and outlet into Crystal Creek. In the current condition, water drains over the paved surface toward the creek. Once the Riverwalk is built, water would sheet drain over the Riverwalk to the creek. The proposed drainage improvements will funnel the water underground and properly drain water into the creek using a flap gate and rip rap to reduce erosion. A large section of the alley and a portion of the rear parking lot will need to be removed and patched as a result of the drainage improvements.

The cost estimate proposed is a worst-case scenario that includes resurfacing the alley. Resurfacing the alley will be determined in the field based on pavement conditions and the existing depth of asphalt once the drainage work begins.

Therefore, it is the Public Works Department recommendation that the Committee of the Whole take consideration of this change order and direct the Board of Trustees to officially approve this change in the amount of \$92,203.48. Staff appreciates the support of the Committee and Board on this project for Algonquin's historic downtown business district.



Design / Build

**BURKE, L.L.C.**

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

November 28, 2022

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

Attention: Robert Mitchard - Director of Public Works

Subject: Crystal Creek Riverwalk Improvements and Harrison St Bridge Replacement  
Burke, LLC Project No. 010150.00165 – Change Order #14

Dear Mr. Mitchard:

The Village of Algonquin has requested Burke, LLC complete the installation of alley downspouts and tie-ins for the alley at 103-107 S Main. In addition to drainage work, the Village has requested the alley to be resurfaced when all work will be completed. Below is a summary detailing the cost of the work requested. The work and associated costs are as follows:

<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Trench Backfill	Cu Yd	75	\$ 60.20	\$ 4,515.00
Expolratory Excavation	Each	6	\$ 550.00	\$ 3,300.00
Rip Rap, Special	L Sum	1	\$ 1,250.00	\$ 1,250.00
Storm Sewer PVC SDR 26, 8 inch	Foot	145	\$ 100.00	\$ 14,500.00
Storm Sewer PBC SDR 26, 12 inch	Foot	80	\$ 140.00	\$ 11,200.00
End Flare Section 12 Inch	Each	1	\$ 1,275.00	\$ 1,275.00
12" Flap Gate	Each	1	\$ 3,100.00	\$ 3,100.00
Inlet Typ A, 2 Ft Diameter, Typ 1 Fr Open Lid	Each	1	\$ 1,800.00	\$ 1,800.00
Catch Basin Typ A, 4ft Diar, Typ 1 Fr Open Lid	Each	2	\$ 3,600.00	\$ 7,200.00
Connect Existing Downspouts Incl Fittings/Elbows	Each	4	\$ 750.00	\$ 3,000.00
Class D Patch, 4 Inch	Sq Yd	275	\$ 63.00	\$ 17,325.00
HMA Surface Removal 2"	Sq Yd	175	\$ 12.00	\$ 2,100.00
HMA Surface Course Mix	Ton	25	\$ 362.00	\$ 9,050.00
Bituminous Material (Tack Coat)	Pounds	77	\$ 3.00	\$ 231.00
Construction Layout	L Sum	1	\$ 1,750.00	\$ 1,750.00
Sub-Total				<b>\$ 81,596.00</b>
CM Fee 8%				\$ 6,527.68
General Conditions 5%				\$ 4,079.80
<b>TOTAL</b>				<b>\$ 92,203.48</b>

This cost of this additional work was not included in the original scope of work used to determine the GMP. Burke, LLC requests that an increase be made to the GMP of **\$92,203.48**

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Orion Galey', is written over the word 'Sincerely,'.

Orion Galey, PE  
Principal

Owner's Acceptance By: \_\_\_\_\_ Date: \_\_\_\_\_







**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: January 10, 2022

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Crystal Creek Riverwalk Improvements and Harrison St Bridge  
Replacement – Change Order #15

---

Attached, you will find change order #15 and an exhibit of the proposed improvements to lot 103 S. Main Street for the Riverwalk Improvement and the Harrison St Bridge Replacement project. This change order is beyond staff's authority and requires review and approval from the Committee of the Whole and the Village Board. This work has not yet been completed and would be performed this coming winter.

The change order request is related to change order request #14 and is proposing the installation of a small lift station within a storm sewer manhole in the rear of 103 S. Main with a drain pipe with an outlet to the creek. These improvements will alleviate flooding to the basement of the property and will avoid overland flow from the parking lot over the new concrete Riverwalk. The property owner at 103 S. Main Street has agreed to pay for the improvements presented in Change Order 15 as the improvements are a direct benefit to the property and business. Staff will work with the Finance Department to execute this transaction upon its completion.

Therefore, it is the Public Works Department recommendation that the Committee of the Whole take consideration of this change order and direct the Board of Trustees to officially approve payment in the amount of \$31,753.00. Staff appreciates the support of the Committee and Board on this project for Algonquin's historic downtown business district.



Design / Build

**BURKE, L.L.C.**

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

November 29, 2022

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

Attention: Robert Mitchard - Director of Public Works

Subject: Crystal Creek Riverwalk Improvements and Harrison St Bridge Replacement  
Burke, LLC Project No. 010150.00165 – Change Order #15

Dear Mr. Mitchard:

The Village of Algonquin has requested Burke, LLC complete the installation of lift station at 103 S. Main. Attached is an exhibit detailing the proposed work. The work and associated costs are as follows:

Item	Unit	QTY	Unit Cost	Total Cost
3" Pump (60GPM) with float	Each	2	\$1,650.00	\$ 3,300.00
3" PVC riser with backflow preventer	Ft	70	\$ 95.00	\$ 6,650.00
Modified Manhole with concrete bench	Each	1	\$10,000.00	\$ 10,000.00
Electrical Work	L Sum	1	\$ 4,000.00	\$ 4,000.00
Type 8 Frame	Each	1	\$ 1,250.00	\$ 1,250.00
Connect existing underdrain	Each	1	\$ 1,000.00	\$ 1,000.00
Rip Rap	L Sum	1	\$ 1,500.00	\$ 1,500.00
Inlet Removal	Each	1	\$ 400.00	\$ 400.00
Subtotal				\$ 28,100.00
CM Fee 8%				\$ 2,248.00
General Conditions 5%				\$ 1,405.00
TOTAL				<b>\$ 31,753.00</b>

This cost of this additional work was not included in the original scope of work used to determine the GMP. Burke, LLC requests that an increase be made to the GMP of **\$31,753.00**.

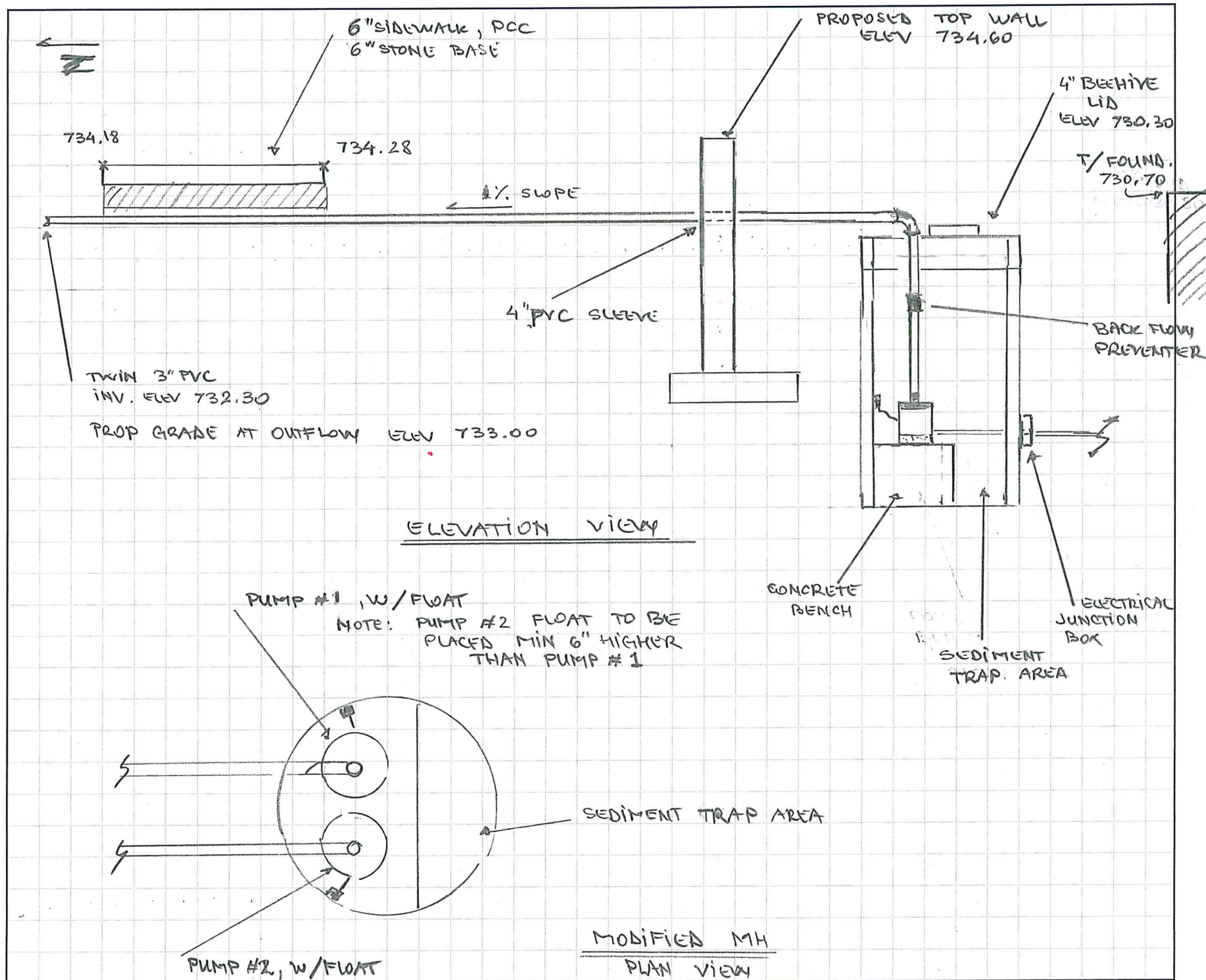
If you have any questions, please feel free to contact me.

Sincerely,

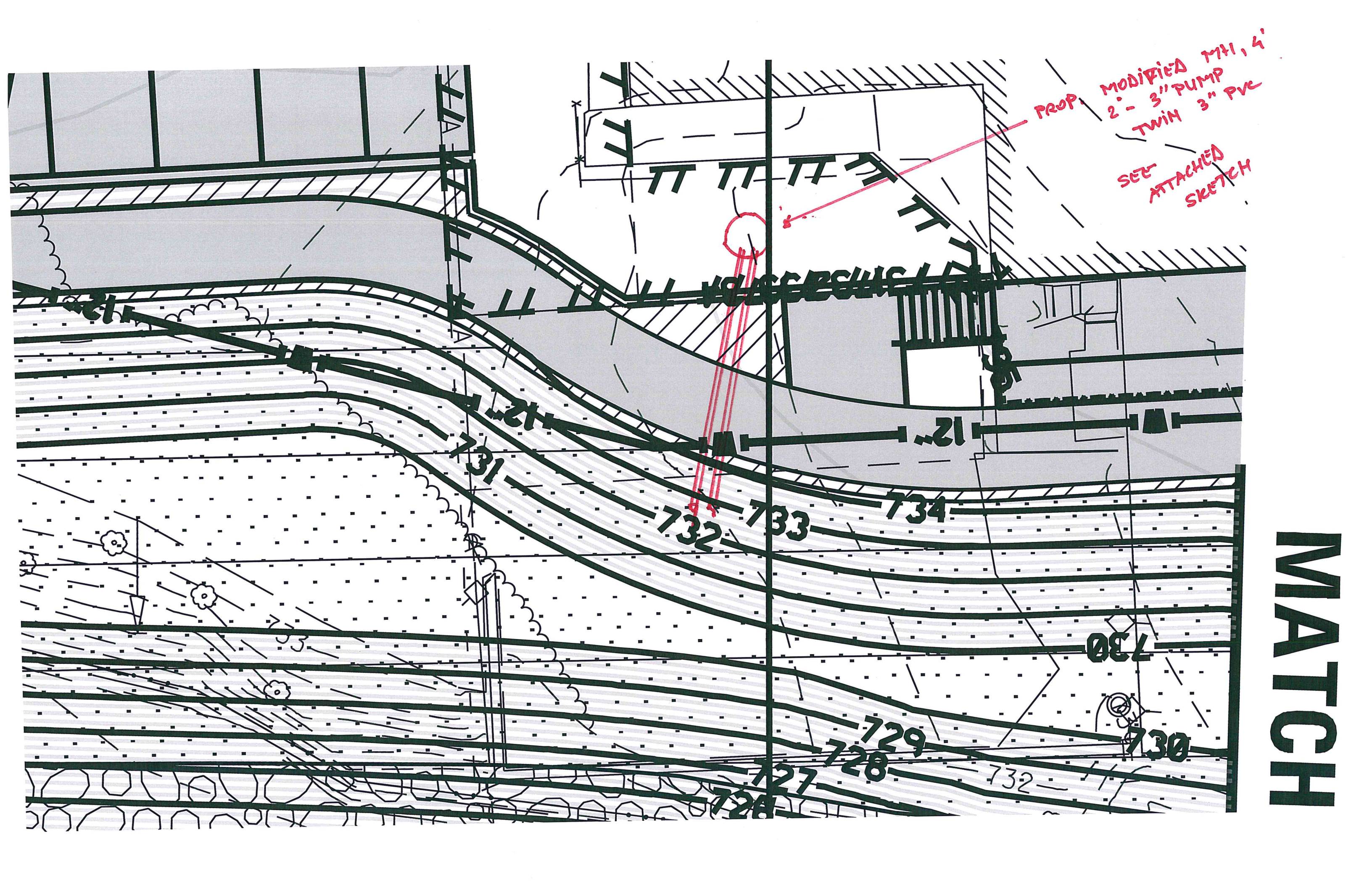
Orion Galey, PE  
Principal

Owner's Acceptance By: \_\_\_\_\_ Date: \_\_\_\_\_









MATCH





**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: January 10, 2022

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Downtown Streetscape Roundabout, N Harrison Street, and Main  
Street Bike Trail - Phase III Supplement 01

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Attached, you will find the Phase III Engineering supplement for Christopher B. Burke Engineering (CBBEL) due to several utility delays and non-special waste encountered on North Harrison Street which caused an extension of time to complete construction of the Downtown Streetscape project including the Main Street roundabout, N. Harrison Street improvements, and Main Street bike trail improvement. The bullet points on page 3 of the attached amendment request details an overview of the construction delays.

In total, 109.5 Working Days were delayed on this project. Martam Construction worked on the project 45 of these days on non-critical items per the approved project schedule which required Construction Oversight by CBBEL. Additionally, regular traffic control and erosion control inspections were required by CBBEL on days when work did not occur during the delays.

This project was a Working Day Contract with 180 Working Days to complete construction. Per the original executed construction contract, the projected completion

date was September 2, 2022. The expected completion date will be extended into May or June of 2023. In order to for CBBEL to fulfill its Construction Oversight obligations for this project, a supplement to the original Phase III contract is required and is detailed in the attached document.

Therefore, it is the Public Works Department recommendation that the Committee of the Whole take consideration of this Phase III supplement and direct the Board of Trustees to officially approve a contract revision with an additional \$65,900. Staff appreciates the support of the Committee and Board on this project that will benefit the residents and visitors of our community.

**Consulting Engineering  
Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

It is our understanding that the Village is seeking a qualified consulting firm to provide Construction Engineering Services for the Main Street / Harrison Street Protected Bike Lanes Project.

**B. Design Criteria**

IDOT and Village Standards

**III. Scope of Services**

CBBEL is requesting additional compensation for engineering services (see attached letter dated January 4, 2023).

Services included:

- CBBEL Resident Engineer extra time - 45 days x 8 hours x \$165 (includes the multipliers)/hour = \$59,400
- Sub-contract work by Metro Strategies - \$3,500
- Sub-contract work to test additional pavement cores - \$3,000

**IV. Man-Hour & Fee Summary**

Resident Engineer	\$59,400
Metro Strategies	\$3,500
Test Additional Pavement Cores	\$3,000
<b>Total</b>	<b>\$65,900</b>

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

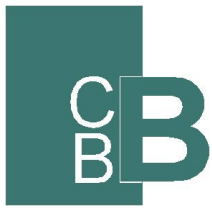
Date: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: W. Paul Cross

Title: Executive Vice President

Date: January 5, 2023



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

January 4, 2022

Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

Attention: Mr. Clifton V. Ganek, PE

Subject: Contract Amendment  
Main St. / Harrison St. Protected Bike Lanes Project  
(CBBEL Project No. 070273.C0148)

Dear Cliff:

Christopher B. Burke Engineering, Ltd. (CBBEL) is requesting \$65,900 in additional engineering costs due to various project construction delays. However as documented below, the General Contractor continued to work on the job requiring the Resident Engineer to be present for a portion of that time. The project has been delayed by Nicor, AT&T, and ComEd conflicts also non-special waste disposal, and weather.

IDOT Contract #61G60 Time Frame	
Working Days	180
Contract Start Date	May 2, 2021
Project Completion Date	September 2, 2022

The following are dates of delay, working days delayed, and reason for delay:

- Delayed from 5/3/21 to 6/18/21 (35 days) and from 6/30/21 to 7/9/21 (7 days) by Nicor conflicts on North Harrison. Martam's progress schedule showed them working on North Harrison and South Harrison concurrently.
- Delayed from 7/22/21 to 7/28/21 (5 days) and from 8/4/21 to 8/23/21 (14 days) due to non-special waste issue on North Harrison.
- Delayed from 5/2/22 to 5/25/22 (18 days) on North Main St. by Nicor and by AT&T. There were conflicts at the south limits, at retaining walls 1, 2 & 6 and at the north limits.
- Delayed from 9/15/22 to 10/13/22 (21 days) on Arrowhead by ComEd. Excavation of retaining wall #11 would have undermined the ComEd pole.
- 9.5 days because of weather.

This resulted in a total of 109.5 working days of delay. Martam worked on the project for 45 of these days. Also, Martam's approved progress schedule showed no working during winter

shutdown. They worked 61 days from 12/1/21 to 4/30/22 and have worked 11 days in December 2022. A total of 117 days.

We are requesting additional compensation for the following:

- CBBEL Resident Engineer extra time - 45 days x 8 hours x \$165 (includes the multipliers)/hour = \$59,400
- Sub-contract work by Metro Strategies - \$3,500
- Sub-contract work to test additional pavement cores - \$3,000

The total additional compensation requested is \$65,900.

The Master Agreement Amendment reflects these additions, and we respectfully request approval by the Village Board.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Mysliwiec". The signature is fluid and cursive, with the first name "Jeff" and last name "Mysliwiec" clearly distinguishable.

Jeff Mysliwiec, PE  
Senior Construction Engineer

cc: file