

**COMMITTEE OF THE WHOLE**  
**JUNE 18, 2024**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:45 P.M.**

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

∞ AGENDA ∞

**1. Roll Call – Establish a Quorum**

**2. Public Comment – Audience Participation**

*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*

**3. Community Development**

A. Consider an Amendment to the Village of Algonquin's Energy Code

**4. General Administration**

A. Consider the Purchase of Police Body Worn Cameras

B. Consider an Amendment to Chapter 16, Cemeteries and Appendix B of the Algonquin Municipal Code Pertaining to Columbarium Regulations

**5. Public Works & Safety**

A. Consider an Amendment to the Agreement with HR Green for the Construction Oversight of Souwanas Trail and Schuett Street Improvements

B. Consider an Intergovernmental Agreement with McHenry County for the Shared Yard Preliminary Study.

C. Consider an Agreement with Williams Architects for the Algonquin and McHenry County Shared Yard Preliminary Study

D. Consider an Agreement with Alpha Maintenance & Services for the Painting of Fire Hydrants

E. Consider an Agreement with Trotter & Associates for the Design for High Hill Park Sanitary Sewer Relocation

F. Consider an Agreement with Burke, LLC. for the Design Build Services for the Columbaria Garden Construction

**6. Executive Session (if needed)**

**7. Other Business**

**8. Adjournment**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | [www.algonquin.org](http://www.algonquin.org)

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Village Board
<b><u>MEETING DATE:</u></b>	June 18, 2024
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Approval of an Update to Chapter 23 Energy Code Ordinance

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### **BACKGROUND:**

The State of Illinois requires that all municipalities adopt the International Energy Conservation Code, along with certain amendments. They recently adopted the 2021 International Energy Conservation Code with amendments that became effective January 1, 2024.

The Village of Algonquin has adopted the 2018 International Energy Conservation Code and must now amend the Village Code to adopt the 2021 International Energy Code with amendments. The amendments are related to increased insulation and lighting efficiency for both commercial and residential structures. A summary of the changes is shown on the attached fact sheet from the Illinois Municipal League (IML).

The specific code revision is provided below:

### **23.15 INTERNATIONAL ENERGY CONSERVATION CODE/~~2018~~2021**

The International Energy Conservation Code, ~~2018~~2021 edition, (“Energy Conservation Code”) be and the same, is hereby adopted by reference and made part of this Section, subject to the modifications set forth ~~herein~~ by the State of Illinois, and shall be applicable to the Village.

### **RECOMMENDATION:**

Staff recommends that the Village Board amend Chapter 23, Section 23.15 of the Municipal Code to adopt the 2021 International Energy Conservation Code, as amended by the State of Illinois.

### **ATTACHMENTS:**

Illinois Municipal League Energy Code Update Fact Sheet

# UPDATES TO ILLINOIS ENERGY CONSERVATION CODE



On November 27, 2023, the Capital Development Board (CDB) adopted rules ([available via this link](#)) updating the Illinois Energy Conservation Code (Code). As required by the [Energy Efficient Building \(EEB\) Act](#), this rulemaking updates the version of the Code from the International Code Council's 2018 International Energy Conservation Code (IECC) to the 2021 IECC and revises the Illinois-specific amendments.

The adopted rules update the Code to address total building efficiency performance and increasing energy efficiency, electrical power and lighting systems and building envelopes, which separate indoor and outdoor spaces. The Code applies to any new building or structure for which a building permit application is received by a municipality or county, and includes additions, alterations, renovations or repairs to existing residential or commercial buildings, but only to the portions of the structure that are being added, altered, renovated or repaired.

## LOCAL JURISDICTION

The rules adopted by CDB do not require municipalities to adopt local energy codes if they do not already regulate energy efficient building standards. However, if municipalities do adopt local energy codes, they must comply with standards of the EEB. Home rule municipalities may regulate energy efficiency standards for commercial buildings that are more stringent, but not less stringent, than the state Code. A local authority having jurisdiction shall establish its own procedures for enforcement of the Code. Information from CBD about the Code [is available via this link](#).

## COMMERCIAL BUILDINGS

Changes to regulations for commercial buildings include:

- Increased insulation requirements and extended requirements for air leakage testing;
- Updated equipment efficiency requirements; and,
- Increased lighting efficacy requirements and new provisions for energy monitoring.

## RESIDENTIAL BUILDINGS

Changes to regulations for residential buildings include:

- Increased insulation requirements and extended requirements for air leakage testing;
- New mechanical ventilation system testing requirements;
- New exterior lighting requirements and new interior lighting control requirements; and,
- New regulations requiring additional efficiency in residential buildings.

## ILLINOIS ENERGY CONSERVATION ADVISORY COUNCIL

CDB rulemaking also implemented a provision of [Public Act 102-0662](#), also known as the Climate and Equitable Jobs Act, which adds five new members to the [Illinois Energy Conservation Advisory Council](#). The purpose of the Council is to recommend modifications to the Code.

The new members of the Illinois Energy Conservation Advisory Council include representatives of:

- Groups that representative environmental justice;
- Nonprofit or professional associations advocating for the environment; and,
- Energy-efficiency advocates with technical expertise in single-family residential buildings, commercial buildings and multifamily buildings.





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

**– M E M O R A N D U M –**

DATE: June 13, 2024

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Police Body Worn Cameras*

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In our current fiscal year budget (FY25), we will be purchasing body-worn cameras (BWC) for the Police department. This is in preparation for legislation (SAFE-T Act of 2021) requiring that BWC must be implemented in Illinois law enforcement agencies no later than January 1, 2025.

The one-time cost to purchase the requested equipment is \$264,362; which is approximately \$6,000 over our budgeted amount. The cost has increased from the original quotation due to uncontrollable factors.

These expenses were previously approved as part of the fiscal year 2025 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



**CDS Office Technologies**  
1271 HAMILTON PARKWAY  
Itasca, Illinois 60143  
United States  
(P) 630-625-4519  
(F) 630-305-9876

Quotation (Open)

**Date**

Nov 20, 2023 04:33 PM CST

**Modified Date**

May 13, 2024 11:48 AM CDT

**Quote #**

501633 - rev 1 of 1

**Description**

52 x WV-BWC4000, 10 x WJ-VPU4000, 2 x CF-33TZ-0QAM, 2 x ZQ52-BUE0010-00 - 5 year Local UDE

**SalesRep**

Gottlieb, Mark  
(P) 630-625-4519  
(F) 630-305-9876

**Customer Contact**

Crook, Kevin  
(P) 847-658-2727  
kevincrook@algonquin.org

**Customer**

Algonquin Police Department (22089)  
Crook, Kevin  
2200 Harnish Dr.  
Algonquin, IL 60102  
United States  
(P) 847-658-2719

**Bill To**

Algonquin Police Department  
Accounts, Payable  
2200 Harnish Dr.  
Algonquin, IL 60102  
United States

**Ship To**

Algonquin Police Department  
Crook, Kevin  
2200 Harnish Dr.  
Algonquin, IL 60102  
United States  
(P) 847-658-2700  
kevinc@algonquin.org

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> Best Way
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

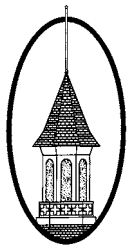
#	Description	Part #	Qty	Unit Price	Total
<b>i-PRO BWC4000</b>					
1	i-PRO BWC4000 Camera with KlickFast mounting stud and battery	WV-BWC4000	52	\$895.00	\$46,540.00
2	i-PRO BWC4000 Camera 5-year Accidental Damage Coverage With Advanced Replacement For Camera Body Only	IPS-BWC4-WTY-5Y	52	\$210.00	\$10,920.00
<b>BWC4000 KlickFast Mounting</b>					
3	Panasonic - Klick Fast Magnetic X Mount for BWC	ARB-BWC3MNT-MAG	52	\$67.00	\$3,484.00
4	i-PRO - Klick Fast MOLLE Mount Includes rear straps to match MOLLE vest loops	IPS-BWC-MNT-MOLLE	52	\$22.00	\$1,144.00
5	i-PRO Klick Fast Leather Belt Clip	IPS-BWC-MNT-BELTC	25	\$22.00	\$550.00
<b>BWC4000 Spare Quick Release Batteries &amp; Chargers</b>					
6	i-PRO BWC4000 Replacement Battery	WV-BWC40B1	52	\$205.00	\$10,660.00
7	i-PRO BWC4000 8 Bay Battery Charger AC Adapter separately	WV-BWC40C8	7	\$640.00	\$4,480.00
8	i-PRO AC Adapter (100W) For BWC 8 Bay Dock/Charger and 8 Bay Battery Charger	IPS-BWC-AC100W	7	\$129.00	\$903.00
<b>BWC4000 8 Bay Camera Dock/Charger</b>					
9	i-PRO BWC4000 8 Bay Docking/Charging Station AC adapter separately	WV-BWC40D8	6	\$1,725.00	\$10,350.00
10	i-PRO AC Adapter (100W) For BWC 8 Bay Dock/Charger and 8 Bay Battery Charger	IPS-BWC-AC100W	6	\$129.00	\$774.00
11	<b>BWC4000 Single Bay Desktop Dock</b> i-PRO BWC4000 Single Dock Charging Station with AC Adapter and Cat5 cable	<b>WV-BWC40D1A-65W</b>	11	\$342.00	\$3,762.00
<b>BWC4000 Licensing - UDE On-Premise</b>					
12	i-PRO BWC UDE On-premise Device License For 5 Years Incl. Device Management, Live Streaming And Redaction. Service Entitlements: BWC Initial Configuration, 24x7 Help Desk, Software Maintenance And Support	IPS-BWC-UDE-OP5	52	\$625.00	\$32,500.00
<b>i-PRO VPU4000</b>					
13	Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VPU4000	10	\$3,400.00	\$34,000.00

14	<a href="#">i-PRO ICV Front Panoramic 4K Camera with G-Force Sensor for VPU4000</a> Ethernet cable is separate	WV-VCF41P	16	\$1,295.00	\$20,720.00
15	<a href="#">Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera</a> Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY-5Y	10	\$475.00	\$4,750.00
16	<a href="#">Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount</a> 4 WLAN, 1 Bluetooth, 1 GPS , 6.77" x 2.4"	IPS-ICV4-ANT-BL	10	\$370.00	\$3,700.00
17	<a href="#">Panasonic i-PRO Accessory Kit for VPU4000</a> Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	10	\$710.00	\$7,100.00
<b>Accessories</b>					
18	Panasonic i-PRO - 256GB Rugged SSD for VPU4000 w/ AES Encryption & pull tab	IPS-ICV4-256SSD	10	\$145.00	\$1,450.00
19	<a href="#">Panasonic i-PRO - Back Seat Camera for Arbitrator HD/VPU4000</a> 720P Rear Seat IR Camera	WV-VC31	10	\$445.00	\$4,450.00
20	<a href="#">Panasonic i-PRO - Side Camera for Arbitrator HD/VPU4000</a> 720P Side Camera	WV-VC32	30	\$440.00	\$13,200.00
21	<a href="#">Panasonic i-PRO Extended Warranty Years 4 &amp; 5 for Extra Rear/Side Cameras (up to 3)</a>	IPS-ICVR-WTY-5Y	10	\$130.00	\$1,300.00
22	<a href="#">Panasonic - 2.4GHz Wireless Mic - Full Kit</a> 2.4GHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M24	10	\$800.00	\$8,000.00
23	<a href="#">Lind Electronics - Siren Detection Cable</a> For Panasonic Arbitrator	CBLMS-F00200	10	\$49.00	\$490.00
<b>BWC4000 Vehicle Dock</b>					
24	<a href="#">i-PRO BWC4000 Single Docking Charger Station</a> power adapter separately	WV-BWC40D1A	16	\$249.00	\$3,984.00
25	i-PRO - 25' Orange Network Cable for BWC Dock in Vehicle	IPS-ICV-ETH-DOCK	16	\$28.00	\$448.00
26	<a href="#">i-PRO BWC4000 12V Vehicle Harness for Camera Dock or Battery Charger</a>	IPS-BWC4-12V-WIRE	16	\$40.00	\$640.00
<b>VPU4000 Licensing - UDE On-Premise</b>					
27	<a href="#">Panasonic i-PRO ICV On-Premise device license for Unified Digital Evidence (UDE) with device management, Live Streaming and IDguard Redaction - 5 years</a> Service Entitlements: 24x7 Help Desk, Software maintenance and support	IPS-ICV-UDE-OP5	10	\$625.00	\$6,250.00
<b>Redaction Workstation</b>					
28	Panasonic i-PRO Redaction Server Intel i7-11700 8C/16T CPU, 32GB DDR4 RAM, Win10 Pro on 256GB M.2 PCIe NVMe, 2TB HDD, NVIDIA RTX 3060 TI OC GPU; includes keyboard/mouse; does not include rails, optical drive or monitor; 5 year NBD onsite parts and labor hardware warranty	IDGWS-1-2TB-PS	1	\$3,335.00	\$3,335.00
<b>Implementation Services</b>					
29	CDS Office Technologies - IT Services UDE & Redaction Implementation Assistance	ZBLOCKCNET	1	\$1,050.00	\$1,050.00
30	CDS Office Technologies - Training Services Up to two Sessions of End-User Training by Certified Arbitrator Specialist	ARB-TR	1	\$500.00	\$500.00
31	<a href="#">i-PRO Professional Services - One day of consulting (remote)</a> UDE & Redaction Implementation	IPS-CONSUL-1D	2	\$2,350.00	\$4,700.00
32	<a href="#">i-PRO Professional Services - One day of consulting (onsite)</a> UDE & Redaction Implementation	IPS-CONSUL-1D-T	2	\$2,450.00	\$4,900.00
<b>Panasonic Toughbook CF-33 - Fully Rugged Tablet Only Public Sector Bundle</b>					
33	<a href="#">Panasonic Toughbook CF-33 Fully Rugged Bundle (4G, GPS, Smartcard)</a> Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Came  Note: - Contactless SmartCard, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, FZ-SVCFESGEN10 - Mobility Engineering Field Service	CF-33TZ-0QAM	2	\$3,995.00	\$7,990.00
<b>Havis Docks &amp; Power Supplies</b>					
34	Toughbook Certified TABLET Vehicle Dock for the Toughbook CF-33 - DUAL antenna Dual Antenna Pass Through - USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2) - two front USB ports - Not compatible with tablets that have both Long Life Batteries and Panasonic Rotating Hand Strap	H-33-TVD2-L	2	\$675.00	\$1,350.00
35	<a href="#">Docking power supply for Toughbook CF-33, CF-54 &amp; FZ-55</a>	LPS-103	2	\$150.00	\$300.00
<b>No Vehicle Mounting (re-use existing metal for dock and keyboard)</b>					
<b>Keyboard (re-use existing adapter plate)</b>					
36	<a href="#">Man &amp; Machine (usa) - So Cool Keyboard</a> Rubberized, spill-proof, no moving parts, red LED backlit keys, touchpad	SOCOOL/BKL/OR/B5	2	\$330.00	\$660.00
37	<a href="#">Havis - Third Generation Communications Hub</a> Four (4) fully powered USB 2.0 output ports (type a connectors), one (1) USB 2.0 input port (type b connector), one (1) Ethernet RJ45 port, 9-24V DC power input, 2.0 amp fuse	DS-DA-602	2	\$151.00	\$302.00

<b>Zebra ZQ521 Printer</b>				
38	<a href="#">Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery</a> 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52-BUE0010-00	2	\$715.00 \$1,430.00
39	<a href="#">Zebra OneCare Essential with Comprehensive</a> Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X-5C0	2	\$300.00 \$600.00
<b>Zebra ZQ520/1 Battery Eliminator</b>				
40	<a href="#">Zebra Battery Eliminator</a> Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series  Note: - (P1063406-028 option does not include USB lock)	P1063406-061	2	\$204.00 \$408.00
41	<a href="#">Zebra Power Adapter</a> Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667-142	2	\$124.00 \$248.00
<b>Zebra USB Cable</b>				
42	<a href="#">Zebra</a> USB cable with twist lock - USB (M) to Micro-USB Type B (M) - 11.5 ft - for ZQ500 Serie	P1063406-146	2	\$20.00 \$40.00

**Subtotal: \$264,362.00**  
 Tax (.0000%): \$0.00  
 Shipping: \$0.00  
**Total: \$264,362.00**

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# VILLAGE OF ALGONQUIN

## GENERAL SERVICES ADMINISTRATION

### – M E M O R A N D U M –

DATE: *June 14, 2024*

TO: *Tim Schloneger, Village Manager*

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

SUBJECT: Amendment to Chapter 16 Cemeteries and Appendix B of the Algonquin Municipal Code for Columbaria Regulations

In recent years, staff have revisited the idea of a garden with a columbarium at the Algonquin Cemetery to provide affordable options and optimize space utilization. Block 10, currently with over 200 unusable gravesites, was identified as a suitable location for this project. With cremation rates expected to rise significantly in the next decade, this project will accommodate growing demand and provide a cost-effective alternative to traditional burial.

Minor changes to Chapter 16 Cemeteries have been included to reference niche purchases at the Algonquin Cemetery. Additional rules and regulations for the columbarium will be provided at a later date pending project approval.

#### **Niche Pricing**

The proposed pricing strategy for the new columbarium at the Algonquin Cemetery aims to provide competitive and cost-effective alternatives to traditional burial while maintaining the financial sustainability of the cemetery.

Single niche pricing was developed based on construction costs of \$230,801 and a net present value (NPV) analysis. Assumptions for the NPV included a discount rate of 3.0%, an absorption rate of 8.2 sales per year, and required annual revenue of \$32,874. The prices were set to ensure that the revenue generated covers the construction, maintenance, and operating expenses. Niche prices include interment and engraving.

	Single Niche Price	Perpetual Care	Total
Resident	\$5,200	\$300	<b>\$5,500</b>
Non-resident	\$6,200	\$300	<b>\$6,500</b>

Two-niche family/private columbarium pricing offers a premium, exclusive option for families. These prices were determined similarly to single niches but based on material and construction costs for only these niches. Pricing includes the costs of the columbarium, interment, and engraving.

	Family Niche Price	Perpetual Care	Total
Resident	\$7,900	\$600	<b>\$8,500</b>
Non-resident	\$9,900	\$600	<b>\$10,500</b>



### Single Niche Prices Compared to Traditional Burial

The proposed pricing offers significant savings compared to traditional burial costs. For residents, the total cost for a single niche is approximately 29% lower than traditional burial, while for non-residents, it is approximately 24% lower. The underlying savings come from reduced costs in niche purchase, perpetual care, interment, and engraving, which are all substantially lower than the combined costs of a burial lot, casket, funeral services, and a traditional marker or headstone.

Service	Traditional Burial		Cremation	
	Resident	Non-resident	Resident	Non-resident
Lot/Niche	\$800	\$1,200	\$4,600	\$5,600
Perpetual Care	\$300	\$300	\$300	\$300
Casket/Urn	\$2,500	\$2,500	\$150	\$150
Funeral Services	\$7,000	\$7,000	\$4,000	\$4,000
Interment	\$1,000	\$1,000	\$250	\$250
Marker/Engraving	\$2,000	\$2,000	\$350	\$350
<b>Total:</b>	<b>\$13,600</b>	<b>\$14,000</b>	<b>\$9,650</b>	<b>\$10,650</b>

*Estimates are based on information from the Appendix B of the Algonquin Municipal Code, the [National Funeral Directors Association](#) (NFDA), and other funeral industry reports [Dignity Memorial](#), [finder.com](#), [Choice Mutual](#), and [GetSure](#).*

### Recommendation

Staff recommends approval of the amendment to Chapter 16 Cemeteries for language pertaining to niches and the amendment to Appendix B for niche pricing. If no pricing is approved, it is not recommended to continue with this project.

## Chapter 16 **CEMETERIES**

- 16.01 Algonquin Cemetery
- 16.02 Expansion and Maintenance
- 16.03 Management
- 16.04 Perpetual Care Fund
- 16.05 Treasurer
- 16.06 Cemetery Records
- 16.07 Disposition of Funds
- 16.08 Fees
- 16.09 Cemetery Rules and Regulations

### 16.01 ALGONQUIN CEMETERY

The cemetery situated partly within the corporate limits of the Village and known as Algonquin Cemetery (“cemetery”) is hereby continued and referred to by that name, and the Village Board shall have full charge, jurisdiction, and control over same under and by virtue of the provisions of this Chapter and the Cemetery Oversight Act, 225 ILCS 411/5-1 *et seq.* Interment outside the cemetery is prohibited.

### 16.02 EXPANSION AND MAINTENANCE

The Village Board is given full power to enlarge the cemetery and to acquire by purchase, devise, condemnation, or otherwise, land or lands for cemetery purposes and all plats and surveys of the cemetery heretofore made are hereby continued and approved. The Village Board shall, from time to time, take all steps and adopt any and all measures necessary in maintaining a cemetery or cemeteries for the Village.

### 16.03 MANAGEMENT

It shall be the duty of the Public Works Director to have charge and control and to look after all cemeteries owned by or under the control and jurisdiction of the Village; to see that such cemetery or cemeteries are kept and maintained in a neat and respectable condition; to recommend to the Village Board all necessary platting and surveys, and cause the same to be done when so ordered by the Village Board. The Public Works Director shall have full power and authority to make such rules and regulations regarding the cemetery as it may deem necessary for the management of such cemetery subject to the approval of the Village Board.

### 16.04 PERPETUAL CARE FUND, Amended 21-O-27, 24-O-

The Treasurer shall have power and authority to receive in trust from the owner of any lot, plot, ~~or~~ grave, or niche, or any person interested in the maintenance of the same, any sum of money to be not less the sum found in Appendix B of this Code and to invest the sum at a reasonable rate of interest upon good security approved by a majority of the Village Board. Such sum shall be held in trust and income therefrom used for the perpetual care and maintenance of the lot, plot, ~~or~~ grave, or niche.

or niche owned by the person paying the sum. The Treasurer is authorized to give any person paying such sum or sums a receipt for same. The receipt shall designate the number or numbers of the lot, plot, ~~or graves~~, or niche to be cared for. This Section shall apply to and cover all moneys received for the benefit of any lot, plot, ~~or grave~~, or niche in the cemetery, and any such sums so received shall be used only for the purpose for which they were or are given.

#### 16.05 TREASURER

The Treasurer shall be the treasurer of all funds pertaining or belonging to all cemeteries over which the Village has control and management. The Treasurer shall keep an accurate and separate account of cemetery funds that may come into the hands of the Treasurer, the amounts received and from what source, the sums paid out by the Treasurer, to whom paid and for what purpose, and shall annually make a detailed report of same to the Village Board.

#### 16.06 CEMETERY RECORDS, ~~Amended 21-O-27, 24-O-~~

A. All maps, plats, and papers belonging to all cemeteries under the jurisdiction and control of the Village shall be kept in the general administrative offices of the Village and under the control of the Manager. The Village shall keep an accurate record of all lots and niches sold and to whom deeds for same are issued.

B. Any securities, such as checks and drafts, given for cemetery funds invested shall be made payable to the Village and in behalf of the Village.

C. Any deeds for cemetery lots and columbarium niches shall be prepared by the Village, signed by the President and attested to by the Clerk and have the corporate seal affixed thereto.

D. Any lots and niches purchased in any cemetery under the control and management of the Village shall not be assigned, sold, or alienated unless the proposed assignment is first submitted to the Manager for approval.

E. Any transfer of deed shall require a written document signed by the owner or descendent in accordance with 765 ILCS 835/16.

F. All internment records, including those for columbarium niches, must include a "Permit for Disposition of Dead Human Body."

G. Prior to internment, an "Internment Authorization Form" is required.

#### 16.07 DISPOSITION OF FUNDS

All money or funds in any manner derived from cemeteries under the control and management of the Village shall be used for cemetery purposes only, and no other purposes.

## 16.08 FEES

Resident and non-resident fees and the costs to transfer a deed can be found in Appendix B of this Code.

## 16.09 CEMETERY RULES AND REGULATIONS. *Amended, 21-O-27, 13-O-49, 12-O-43, 24-O-*

In addition to the Cemetery Oversight Act, the following rules and regulations shall be observed:

1. The hours shall be from 6 a.m. to dusk.
2. No grave site shall have more than two headstones and the second headstone must be flat.
3. Block 9 shall have flat headstones only.
4. Block 8 shall allow one raised headstone and one flat marker only.
5. Headstones shall be restricted by grave sites owned.
6. All headstone and monument placement shall be approved by the Public Works Director or designee.
7. All monument and marker foundations must be installed by the Village or its designee.
8. The planting of trees, shrubs, and evergreens shall be carried out by Village personnel to ensure that proper placement and trimming will be under the control of the Village and the Public Works Director or designee.
9. Existing trees, shrubs, and bushes shall be removed at the discretion of the Public Works Director or designee and no person shall remove or replace existing plantings without Village approval. Maintenance of the approved shrubs and bushes shall be the responsibility of the owner; however, they may be trimmed or removed at the discretion of the Public Works Director or designee.
10. No planting of trees, shrubs, or trees shall be allowed in Blocks 8 or 9.
11. All decorations shall be placed on or in line with headstones. Winter decorations shall be allowed from Saturday before Thanksgiving each year and must be removed by the first Monday of April of the following year. Spring/Summer decorations may be placed beginning the last Saturday in April of each year. Any decorations and/or holders remaining during the cemetery clean up periods (the first Monday in April through the last Friday in April as well as the last Monday in October through the Friday before Thanksgiving of each year) shall be disposed of at the direction of the Public Works Director or designee.
12. All vehicles shall be parked on the road. No vehicles shall be parked on the grass.

13. All rubbish must be placed in the proper containers provided for that purpose.
14. All interments must be approved by the Manager and the Public Works Director or designee and properly recorded in the Village cemetery records.
15. No pets shall be interred in the cemetery, either as a full-body interment or as cremated remains.
16. The use of controlled substances is expressly forbidden ~~in the~~on cemetery grounds.
17. All transfers of ownership of grave sites shall be properly recorded with the Village.
18. Cremated remains may not be sprinkled on ~~top of the ground~~cemetery grounds. Cremated remains must be interred in a container provided by the crematorium, or in an urn, with a “permanent” type vault, and placed in the ground in a marked grave site or a marked columbarium niche. The vault must be made of a material such as stainless steel, concrete, marble, fiberglass, or a ~~poly-base~~poly-based container.
19. Remains must be interred in a “permanent” type vault and placed in the ground in a marked grave site. The vault must be made of a non-biodegradable type material.
20. Each lot may contain either two cremated remains or one casket and one cremated remains. If the lot contains one casket and one cremated remains, the casket must be interred before the cremated remains. In the case of a columbarium, a niche, including family/private columbaria, may contain only one cremated remains.
21. Graves designated as infant graves shall be used solely for the interment of infants and shall not be reconfigured to be used for adult interments.
22. No monument erected on any lot shall bear a photograph(s).

**Chapter 6C.07-A, Escrow Fees:**

Matter	Escrow Sum
Operating Permit	\$2,000
Appeals	\$2,000

**Chapter 15:**

<b>Public Art Fee, Commercial Projects</b>	
20,000 square feet or less	\$0.05 per square foot
20,001 to 100,000 square feet	\$0.025 per square foot
100,001 square feet or more	\$0.01 per square foot
Public Art Fee, Residential Projects	\$25.00 per residential unit

**Chapter 16: Amended, 21-O-27, 12-18-12, 24-O**

	Cost	Perpetual Care	Total Cost
<b>Resident Fees*</b>			
Per grave site	\$800	\$300	\$1,100
Infant grave site (under 5 feet)	\$200	\$300	\$500
<u>Per single columbarium niche</u>	<u>\$4,200</u>	<u>\$300</u>	<u>\$4,500</u>
<u>Per 2-niche family/private columbarium</u>	<u>\$7,900</u>	<u>\$600</u>	<u>\$8,500</u>
<b>Non-Resident Fees*</b>			
Per grave site	\$1,200	\$300	\$1,500
Infant grave site (under 5 feet)	\$200	\$300	\$500
<u>Per single columbarium niche</u>	<u>\$5,200</u>	<u>\$300</u>	<u>\$6,500</u>
<u>Per 2-niche family/private columbarium</u>	<u>\$9,900</u>	<u>\$600</u>	<u>\$10,500</u>

<b>Interment and Disinterment*</b>	<b>Interment Fee</b>	<b>Disinterment Fee</b>
Year around, weekdays and Saturdays	\$1,000	\$1,000
Year around, Sundays and holidays	\$1,850	\$1,850
Interment of ashes, weekday and Saturdays		\$450
Interment of ashes, Sunday and holidays		\$750
Infant grave site (under 5 feet), weekday or Saturday		\$300
Infant grave site (under 5 feet), Sunday or holiday		\$450
Closing crypt in mausoleum*		\$500
* An additional \$200 fee is added if a Public Works Department employee is needed after 3:00 p.m., or at any time on a weekend or holiday, to mark a grave site for a grave opening.		
<b>Miscellaneous</b>		
Transfer of Deed		\$50

**Chapter 23**

Section 23.04, paragraph 80	Initial annual registration fee is \$25 and the renewal fee is \$10.
Section 23.21, paragraph 15	
Permit fee	\$75
Fine for violating salt pile requirements	\$100 a day
Fine for a salt pile without a valid permit	\$100 plus the cost of a permit or removal of the salt pile

**Section 23.23 Permit Fee Schedule**

- A. The building permit fee for the construction of new buildings, additions and interior build-outs, not including electrical, plumbing, mechanical or other fees required by this Section shall be calculated as follows:



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

**– M E M O R A N D U M –**

DATE: June 18, 2024

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Amend the Contract with HR Green for Construction Oversight of Souwanas Trail and Schuett Street Improvements

---

Attached is amendment No. 1 from HR Green for the construction oversight of Souwanas Trail and Schuett Street Improvements. The current contract with HR Green was executed in January 2023 for \$453,822 to perform full-time oversight of the \$8.4 million project. The proposed amendment is for \$59,187 or an additional 13% of the executed contract.

**Contract Discussion History**

In early November, 2022, prior to executing the existing contract, staff asked HR Green to look into adding hours to the contract to account for potential utility issues. HR Green assured the Village that existing utilities were accounted for, and therefore, did not revise the proposal amount.

Two weeks later, deep sanitary sewer was added to the scope along the entire length of Souwanas Trail, significantly increasing the proposed construction costs. At that time, staff asked HR Green again to revise the proposal amount to account for the change in scope. The revised proposal increase from HR Green was less than 10% despite the estimated 25% construction cost increase. Once again, staff reached out and HR Green responded that they would be able to complete the work within the revised proposal amount provided.

**Project Status Update**

When the project reached 75% completion, HR Green contacted the Village requesting an amendment as their funds were running low. Staff stated that the Village will not be responsible for any overage related to improperly accounting for construction oversight hours due to the existing contract scope as a result of prior contract negotiations. Only

added or unexpected work would be considered for an amendment to the existing contract. This information was requested by Village staff.

Pages 3 and 4 of this memo highlight the work that staff feels is eligible for the additional compensation. The proposed amendment of \$59,187 is significantly less than HR Green's original amendment request of \$97,000. Staff has reviewed the attached amendment and scope of services above and beyond the original contract scope of work and believes HR Green is entitled to the amount in the amendment provided.

Staff has been assured that HR Green will perform the project's remaining construction oversight and closeout procedures. HR Green has also stated to the Village that this will be the final amendment for this project. From a quality of work standpoint, staff has been pleased with the work ethic, resident correspondence, and workmanship provided by the resident engineer and field staff on this complex project. Staff does not feel this amendment will hinder any future professional agreements between the Village and HR Green following several meetings and discussions of this matter.

### **Summary**

1. HR Green requested an amendment to the construction oversight contract. Staff rejected the original proposal for reasons discussed and asked HR Green to revise the amendment to cover only eligible tasks.
2. The proposed amendment is acceptable to staff and required to complete the project.
3. The total cost of the oversight contract will be \$513,009 which is just 6% of the construction cost and well under the typical oversight fee.
4. Available funds are budgeted in FY24/25 in the Street Fund for Souwanas Trail & Schuett Street for Construction Oversight.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move amendment No. 1 for \$59,187.00 with HR Green to the Village Board for approval.



## MEMO

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To: Cliff Ganek, PE, Village Engineer

From: Todd Destree, PE, CPESC, Area Manager-Construction

Subject: Souwanas Trail Addendum Explanation and Justification

Project Number: 211482

Date: 6/4/2024

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Below are additional project items that were completed at the request of the Village that were not anticipated at the time the original agreement was completed.

- Revise sanitary sewer from STA. 121+50 to 127+26 from open cut to boring
  - VoA requested change
  - IDOT/HRG/VoA/Benchmark coordination needed at the beginning of the project.
- Revise storm sewer improvements along Schuett
  - VoA requested change
  - Upsized storm sewer along Schuett from STA. 299+84 to 308+88 and several associated structures.
- Ductile Iron Tapping Sleeves
  - VoA requested change
  - Specs allowed Stainless Steel of Ductile Iron Tapping Sleeves
  - VoA would only accept Ductile Iron Tapping Sleeves
- Revise storm sewer run 303 from RCP to DIP
  - VoA unable to get a shutdown on their existing watermain to complete a watermain lowering.
  - Material revised for storm sewer run to avoid need to lower watermain
- Summit/Schuett line stop installation
  - VoA unable to get a shutdown on their existing watermain to complete a watermain connection
  - Contractor installed a line stop to complete connection
- 505 Souwanas Trail sanitary sewer service
  - 505 Souwanas Trail had an existing sanitary sewer service that had to be connected to the new sanitary sewer improvements.
- Temporary erosion control blanket
  - MLSWCD required placement of temporary erosion control blanket
  - HRG tracked all efforts on time and material
- Schuett/Souwanas HMA Driveways
  - VoA requested HMA patch to transition PCC driveways to existing HMA driveways
  - HRG tracked all efforts on time and material
- Well No. 6 and WTP 001 Watermain Revisions
  - Revised proposed connections at Well No. 6 and WTP 001
  - Added valve, vault and DIP
- Installation of PED crosswalk
  - VoA requested install of PED crosswalk be included as scope of work

- Originally contractor required to furnish PED crosswalk only
- Souwanas Trail Outfall Project and Algonquin Shores Force main Project coordination
  - VoA added projects adjacent to Souwanas Trail project requiring additional coordination efforts
- Rear yard storm sewer revisions
  - Revised rear yard storm sewer system to avoid tree removal per resident/VoA request.
- Utility Relocation/Delays
  - Nicor delay on Souwanas (3 weeks)
  - ComEd OH conflict at the three-sided box culvert (coordination, meetings, site visits as a result)
- Buried concrete bridge at the three sided box culvert location (delays and T & M tracking)
- Additional sidewalk on Schuett St (per VOA request)
- Temporary Patching Claim Resolution (additional tracking and documentation for T&M of patches)
- Sanitary sewer revision at Sandbloom (per VOA lowered invert and depth of final two pipe runs creating additional T&M for work across Sandbloom)

Attached below are the hours that were expended to complete the additional work noted above.



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Algonquin	McHenry	
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
HR Green		

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET **1** OF **1**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Meetings			Administration			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administrative Office Manag	40.76	0.0																	
Construction Engineer I	35.07	0.0																	
Construction Engineer II	42.26	0.0																	
Construction Engineer III	59.63	0.0																	
Area Manager	80.13	0.0																	
Construction Technician I	31.39	0.0																	
Construction Technician II	37.54	0.0																	
Construction Technician III	52.21	335.0	100.00%	52.21				335	100.00%	52.21									
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<b>TOTALS</b>		335.0	100%	\$52.21	0.0	0.00%	\$0.00	335.0	100%	\$52.21	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the 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.

\_\_\_\_\_  
Todd Destree, PE, CPESC  
Area Manager-Construction

Approved by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

VILLAGE OF ALGONQUIN, IL

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

Printed/Typed Name: \_\_\_\_\_

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



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

**– M E M O R A N D U M –**

DATE: June 19, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Nadim Badran, Director of Public Works

SUBJECT: Approval of an Intergovernmental Agreement with McHenry County for a Shared Facility Preliminary Study to be Conducted by Williams Architects

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Since 2016, the Village has been participating in discussions with McHenry County regarding the establishment of a shared public yard to host supplies and equipment. The original concept included the use of the existing Public Works Facility at 110 Mitchard Way, however, at the time it was anticipated additional property would need to be secured to successfully move forward which ultimately ended up ceasing the discussions. With advances in technology reducing the size of equipment needed, and changes in best management practices, both agencies are looking to reengage in discussions as the improvements can now fit on existing Village property. The benefits for a shared regional yard include significant improvements to the existing facility, including a larger salt dome, larger brine system, larger fuel island, additional storage for equipment, which all lead to enhanced levels of service for Village and County constituents.

Over the last several months, staff from the Village has met with McHenry County officials to discuss the benefits of the shared yard and what the expectations for each organization would be. Both agencies have agreed to begin with a preliminary study, with the Village as the lead agency responsible for contracting an architecture firm to conduct the study. The County will be responsible for reimbursing the Village for half of the costs, per the attached Intergovernmental Agreement.

Both agencies have agreed on utilizing Williams Architects as the firm for the preliminary design. Williams has completed a number of award-winning municipal building renovations, and was the designer for the current Public Works Facility at 110 Mitchard Way. The preliminary design scope of work is attached, and includes looking at three potential options for the layout of the site, based upon each organizations needs. It is anticipated that should this project move forward, phase one would include upsizing the existing salt dome, brine system, and fuel island. Phase two would include construction of a storage site for the County and expansion of the existing facility for the Village. Williams has agreed to conduct the study at a cost not to exceed \$49,813, to be split between both agencies.

This memorandum is seeking direction on the two items:

1. Approval of the attached Intergovernmental Agreement with McHenry County detailing the terms of the preliminary study; and,
2. Approval to utilize Williams Architects to conduct the preliminary study.

## **Summary**

1. For nearly a decade, McHenry County and the Village have expressed a desire to operate a shared regional site at the existing Village Public Works Yard.
2. The shared site would offer significant upgrades for both agencies and enhance the level of service delivery.
3. Previous discussions were halted due to property acquisition requirements, which are no longer necessary.
4. William's Architects has proved a cost of \$49,813 to conduct a feasibility study that will provide several options so that each agency may make a decision on the best path for the project.
5. Sufficient funds are available in the General Fund Balance to cover the Village's share of the cost.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF  
MCHENRY FOR PRELIMINARY PLANNING OF A REMOTE SALT  
STORAGE FACILITY**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the VILLAGE, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The VILLAGE and the COUNTY are sometimes collectively referred to as the PARTIES. This agreement shall hereinafter be referred to as “THIS AGREEMENT.”

**WITNESSETH**

**WHEREAS**, the COUNTY and the VILLAGE have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

**WHEREAS**, the COUNTY and the VILLAGE have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

**WHEREAS**, the COUNTY and the VILLAGE have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

**WHEREAS**, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

**WHEREAS**, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the COUNTY's winter maintenance operations occur in the southeastern portion of the County; and

**WHEREAS**, the support for coordination regarding remote salt storage with the VILLAGE aligns with the COUNTY's 2022-2025 Strategic Plan - Leadership and Governance Goal 5; and

**WHEREAS**, the COUNTY and the VILLAGE desire to jointly pursue a preliminary planning study to evaluate the required infrastructure to store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and



**WHEREAS,** the VILLAGE has contracted with Williams Architects to perform a preliminary planning study for a total cost of \$49,813.00; and

**WHEREAS,** the COUNTY and the VILLAGE have agreed to split the cost of the preliminary planning study equally; and

**NOW, THEREFORE,** for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the COUNTY and the VILLAGE do hereby agree as follows:

**SECTION I.  
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.  
COUNTY Commitments**

1. The COUNTY agrees to reimburse the VILLAGE a not to exceed amount of \$24,906.50, which is fifty percent (50%) of the costs associated with the preliminary planning study, within sixty (30) days of receiving notice by the VILLAGE.
2. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
3. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys’ fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

**SECTION III.**  
**VILLAGE Commitments**

1. The VILLAGE shall prepare, or cause to be prepared, a preliminary planning study that will evaluate the required infrastructure to store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site.
2. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
4. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

**SECTION IV.**  
**General Provisions**

1. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under THIS AGREEMENT.
3. Each person executing THIS AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute THIS AGREEMENT and to agree to the terms, provisions, and conditions set forth in THIS AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver THIS

AGREEMENT have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.

4. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by the PARTIES.
5. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
6. No claim as a third-party beneficiary under THIS AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in THIS AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer  
Email: MCDOT@mchenrycountyil.gov

With a copy to:  
McHenry County State's Attorney  
2200 N Seminary Ave, Suite 150,  
Woodstock, IL 60098  
Attention: Assistant State's Attorney Tom Cahill  
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Algonquin  
2200 Harnish Dr  
Algonquin, IL 60102  
Attention: Tim Schloneger, Village Manager  
Email: timschloneger@algonquin.org

With a copy to:  
Nadim Badran, Village Public Works Director  
Email: [NadimBadran@algonquin.org](mailto:NadimBadran@algonquin.org)

And ZRFM Law, LLC  
50 N. Virginia Street  
Crystal Lake, IL 60014  
Attention: Kelly Cahill, Village Attorney  
Email: Address: [kcahill@zrfmlaw.com](mailto:kcahill@zrfmlaw.com)

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.

11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. THIS AGREEMENT shall terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

**IN WITNESS WHEREOF**, the PARTIES have executed THIS AGREEMENT on the dates indicated.

**VILLAGE OF ALGONQUIN**

ATTEST:

\_\_\_\_\_  
Fred Martin  
Village Clerk

By: \_\_\_\_\_  
Debby Sosine  
Village President

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

**COUNTY OF MCHENRY**

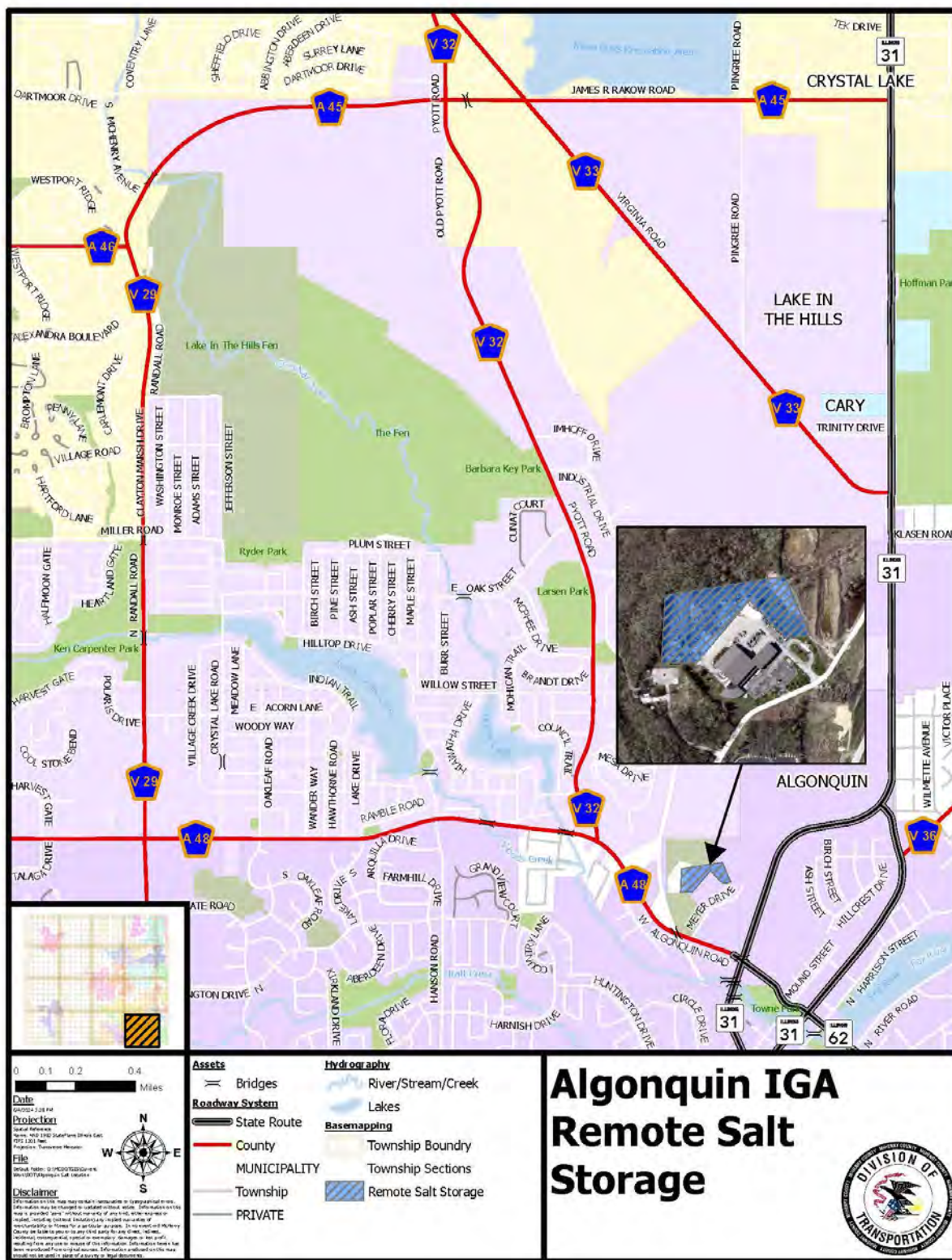
ATTEST:

\_\_\_\_\_  
Joseph Tirio  
McHenry County Clerk

By: \_\_\_\_\_  
Michael Buehler  
County Board Chairman

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

# **EXHIBIT A** **General Depiction of the VILLAGE's Public Works Site**



Staff Title	Principal		Associate Principal		Architect III		Project Coord. II		Interior Design		Accounting		Secretarial		Hours	Total Fee
Hourly Rate	\$250.00		\$223.00		\$180.00		\$105.00		\$182.00		\$192.00		\$135.00			
PHASE 1 SERVICES	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hours	Direct Labor
I. SET UP PROJECT																
A. Create Project Meeting Matrix and Directory		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$540.00	8	\$1,432.00
B. Review existing Public Works drawings		\$0.00	2	\$446.00		\$0.00	2	\$210.00		\$0.00		\$0.00		\$0.00	4	\$656.00
C. General project management	2	\$500.00	4	\$892.00		\$0.00		\$0.00		\$0.00	8	\$1,536.00		\$0.00	14	\$2,928.00
Step I. Fee															26	\$5,016.00
II. ESTIMATE FUTURE VILLAGE STAFFING & VEHICLES																
A. Receive and review current and projected staffing information		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
B. Receive and review current vehicle and equipment list		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
C. Develop proposed staffing spreadsheets - both departments		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$405.00	4	\$628.00
D. Develop proposed vehicle spreadsheets - both departments		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
E. Submit staffing and vehicles spreadsheets to Village		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
Step II. Fee															10	\$1,966.00
III. SPACE PROGRAMMING																
A. Develop Space Needs spreadsheet templates for both departments		\$0.00	6	\$1,338.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	6	\$1,338.00
B. Develop Range Building Programs - both departments	1	\$250.00	6	\$1,338.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	7	\$1,588.00
C. Range Space Programming Meeting (Day 1)		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$892.00
D. Develop Target Space Program (Day 1)		\$0.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$446.00
E. Meeting minutes (Day 1)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
F. Final Space Program Meeting (Day 2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
G. Concept Design ideas / sketches (Day 2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
H. Meeting minutes (Day 2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
I. Refine Final Target Building Programs - both departments	1	\$250.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$696.00
Step III. Fee															34	\$7,636.00
IV. EXISTING BUILDING AND SITE ANALYSIS																
A. Receive and review all existing building drawings		\$0.00	1	\$223.00		\$0.00	2	\$210.00		\$0.00		\$0.00		\$0.00	3	\$433.00
B. Draft existing site plan in AutoCAD / Revit		\$0.00	1	\$223.00		\$0.00	8	\$840.00		\$0.00		\$0.00		\$0.00	9	\$1,063.00
C. Draft existing building plan in AutoCAD / Revit (simple 3D model)		\$0.00	2	\$446.00		\$0.00	16	\$1,680.00		\$0.00		\$0.00		\$0.00	18	\$2,126.00
Step IV. Fee															30	\$3,622.00
V. CONCEPT PLANNING																
A. Concept Design Site / Building Options (3 total)	3	\$750.00	9	\$2,007.00		\$0.00	24	\$2,520.00		\$0.00		\$0.00		\$0.00	36	\$5,277.00
B. Cost estimates for three (3) options (working with FQC)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
C. Present three (3) Concept Design options to staff for input / direction	4	\$1,000.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$1,892.00
D. Meeting minutes		\$0.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$446.00
E. Refinements of options into Final Concept Design	1	\$250.00	8	\$1,784.00		\$0.00	12	\$1,260.00		\$0.00		\$0.00		\$0.00	21	\$3,294.00
F. Final Concept Design presentation to staff		\$0.00	5	\$1,115.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$1,115.00
G. Similar Building Tours (Lakewood, Wood Dale, Montgomery)		\$0.00	9	\$2,007.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	9	\$2,007.00
H. Creation of Final Concept Design Documents		\$0.00	4	\$892.00		\$0.00	8	\$840.00		\$0.00		\$0.00		\$0.00	12	\$1,732.00
Step V. Fee															96	\$16,432.00
VI. BOARD PRESENTATION																
PowerPoint presentation for Village Board meeting		\$0.00	2	\$446.00		\$0.00	4	\$420.00		\$0.00		\$0.00		\$0.00	6	\$866.00
Presentation at Village / County Board Meeting		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$892.00
Step VI. Fee															10	\$1,758.00



Village of Algonquin / McHenry County Shared Maintenance Facility  
Professional Architectural Services for a New Municipal Complex - Phase 1 Services  
Exhibit "A" - Proposed Hours and Fee Schedule



Staff Title			Principal		Associate Principal		Architect III		Project Coord. II		Interior Design		Accounting		Secretarial		Hours	Total Fee	
Hourly Rate			\$250.00		\$223.00		\$180.00		\$105.00		\$182.00		\$192.00		\$135.00				
VII. FINAL DOCUMENTATION																			
Creation of Draft Executive Summary			1	\$250.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$1,142.00	
Submission of Draft Executive Summary to staff				\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00	
Refinements based on staff feedback				\$0.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$446.00	
Final Space Needs and Concept Design book completed			2	\$500.00	4	\$892.00		\$0.00	12	\$1,260.00		\$0.00		\$0.00		\$0.00	18	\$2,652.00	
Step VII. Fee																	26	\$4,463.00	
Phase 1 Williams Architects Labor			15	\$3,750.00	114	\$25,422.00	0	\$0.00	88	\$9,240.00	0	\$0.00	8	\$1,536.00	7	\$945.00	232	\$40,893.00	
VIII. CONSULTING ENGINEERS																			
FQC - Cost Estimating				40		\$223.00		\$8,920.00		\$0.00		\$0.00		\$8,920.00					
							\$0.00		\$0.00		\$0.00		\$0.00						
Subconsultant Fees				40				\$8,920.00		\$0.00		\$0.00	\$8,920.00						
PHASE 1 SERVICES FEE																			
DL	Direct Labor Subtotal (Williams Architects)																232	\$40,893.00	
SF	Subconsultant Fees																40	\$8,920.00	
TOTAL BASIC SERVICES FEE																			\$49,813.00





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

**– M E M O R A N D U M –**

DATE: June 13, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Fire Hydrant Painting-Alpha Maintenance and Services Inc.

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Since 2017, Alpha Maintenance and Services Inc. has been integral to maintaining our village's fire hydrants. Their work ensures that our hydrants remain highly visible, aesthetically appealing, and well-protected. Each year, we have contracted Alpha Maintenance and Services Inc. to paint approximately 475 hydrants. In this packet, you will find pictures comparing our weathered hydrants to those painted last year.

**Key Points**

- **Emergency Response:** Regularly painted fire hydrants ensure they remain highly visible to firefighters, which is crucial during emergencies. This visibility can significantly impact response times and effectiveness.
- **Road Safety:** Clearly visible fire hydrants reduce the likelihood of being obstructed by vehicles or other obstacles, ensuring they are always accessible when needed.
- **Corrosion Protection:** A consistent painting schedule helps prevent rust and corrosion, which can compromise the functionality of fire hydrants. This preventive maintenance is essential for the longevity of our hydrant infrastructure.
- **Cost Efficiency:** Regular upkeep reduces the need for extensive repairs or replacements, leading to long-term cost savings for the village.
- **Urban Aesthetics:** Well-maintained fire hydrants contribute to the overall attractiveness of our streets and neighborhoods, enhancing the visual appeal of the village.
- **Civic Engagement:** A clean and well-kept environment encourages community pride and involvement, fostering a sense of shared responsibility among residents.
- **Standard Adherence:** Ensuring that fire hydrants are repainted according to a regular schedule helps maintain compliance with local and national safety standards.

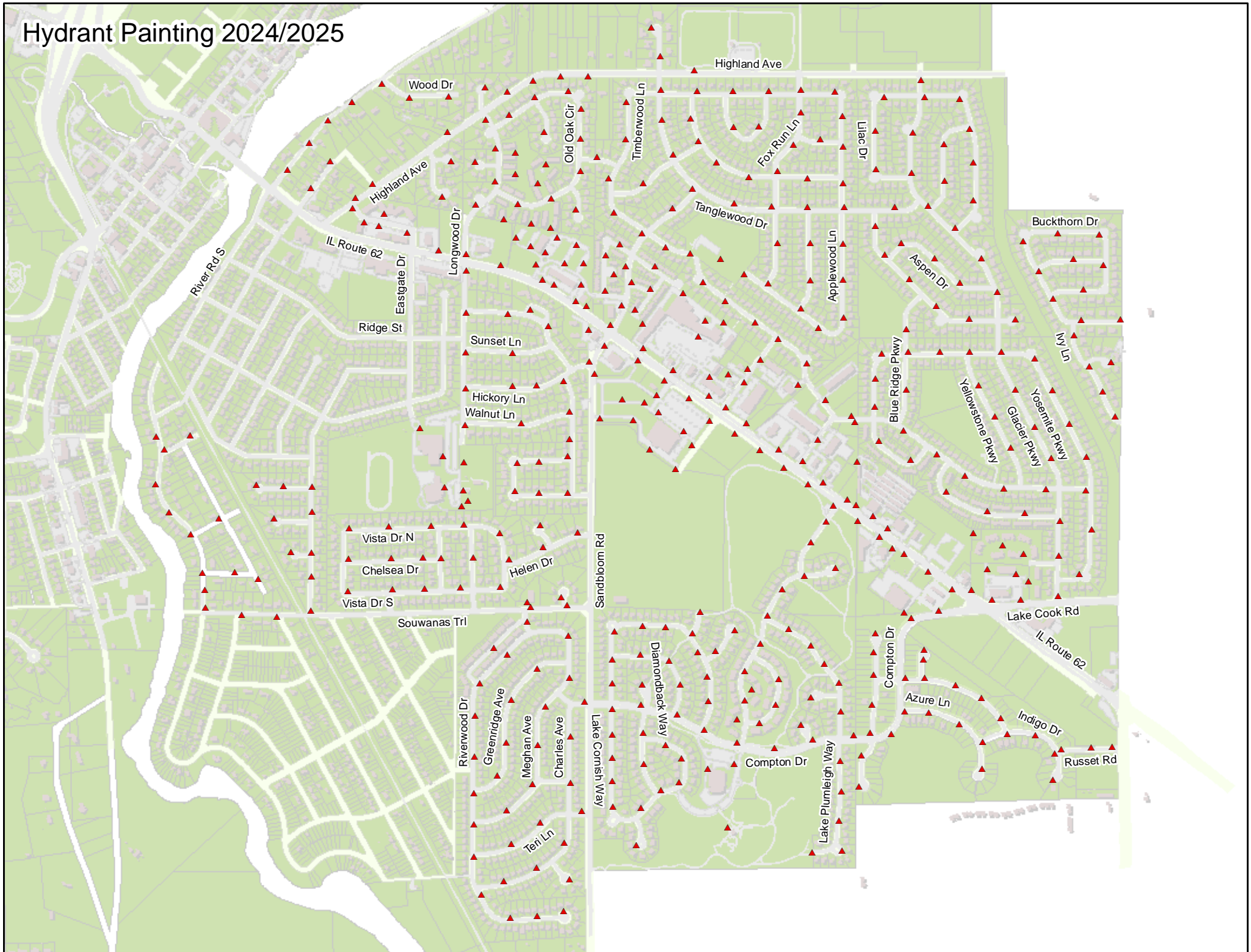
Implementing a five-year rotational painting schedule for fire hydrants is a proactive measure that ensures public safety, preserves our infrastructure, and enhances the village's aesthetic appeal. By adopting this systematic approach, we can maintain our fire hydrants in top condition and ensure they remain functional and visible for years to come.

**Recommendation:**

Currently, the Water and Sewer Operating Fund (Distribution System) has allocated \$40,400.00 specifically for Contracted Hydrant Painting. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Contracted Hydrant Painting in the amount of (not to exceed) \$40,375.00 to Alpha Maintenance and Services Inc.



# Hydrant Painting 2024/2025



Alpha Maintenance and Services Inc.  
9820 Haegers Bend Rd, Algonquin IL  
Email: dkorkofigas@gmail.com  
Phone: 8476367052

**2024 Fire Hydrant Painting Proposal**

**May 30, 2024**

**To:** Jason Miller  
Village of Algonquin  
Public Works Department

**Re:** Hydrant painting

**Scope:** Sandblast, prime and paint approx. 475 hydrants in fall of 2024 and spring 2025. The paint system will be Sherwin Williams chembond primer and Rustoleum high performance enamel or equal subject to availability.

We propose to provide labor, equipment and material for the completion of the work as outlined above for the village of Algonquin.

**Cost per hydrant: ..... \$85.00**

Please do not hesitate to contact us with any questions or requests for more information. Thank you for allowing us to submit a proposal and we look forward to working together.

Sincerely,

Dimitrios Korkofigas



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

**– M E M O R A N D U M –**

DATE: June 13, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Brooke Snow, Engineer II

SUBJECT: *Proposal for Design for High Hill Park Sanitary Sewer Relocation*

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Attached is a proposal to complete the design to relocate the sanitary sewer near High Hill Park. Trotter & Associates (TAI) completed a study in 2023 to investigate relocating the exist sanitary sewer along Ratt Creek between Hanson Road and Stonegate Road to outside the existing wetland. Based on this assessment, there are only a few options for relocation due to the Ratt Creek topography being 15 to 20 feet lower than the surrounding roadways (Harnish Drive and Huntington Drive). The 8” and 10” interceptor sewers would be relocated out of the existing wetland to behind the homes on Flora Drive and Majestic Drive as well as along Stonegate Road as seen in the attached proposal. The existing sanitary sewer would be abandoned in place after the relocation. The main goals of this relocation are protecting the Village’s existing wetlands and providing Village staff easier access to maintain the sanitary sewer. This will significantly reduce the inflow and infiltration along the 5,400 lineal feet of sanitary sewer as a portion of the existing sanitary sewer is submerged in the creek bed.

The relocation would occur over two phases. The first phase would relocate the sanitary sewer from Hanson Road to Kirkland Drive. The second phase would relocate the sanitary sewer from Kirkland Drive to Huntington Drive. This relocation will also better serve the vacant parcel at the southwest corner of Huntington Drive and Stonegate Road by providing a closer location to connect a sanitary service.

The design proposal for the sanitary sewer relocation would begin this summer and finish early 2025. The design has been moved up due to the potential of grant funding for construction costs, which will be known in the fall 2024. The FY 24/25 had budgeted for \$150,000 for this project and the remaining \$96,000 will be drawn from the unused fund balance of the Souwanas/Schuett Project. The cost for construction will be recommended for next fiscal year's budget.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$246,000 for approval.



### Summary

1. The relocation of the sanitary sewer will help protect the existing wetlands and provide Village staff easier maintenance of the sewer
2. The relocation of the sanitary sewer to behind the homes on Flora Drive and Majestic Drive is the best option from TAI.
3. The Village is recommending working with a trusted team at TAI.
4. Sufficient funds are available to cover the cost of this project and the possibility grant money.



May 31, 2024

Mr. Clifton V. Ganek  
Village Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

Re: High Hill Park Sanitary Sewer Relocation  
Professional Services Agreement

Dear Mr. Ganek:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'R. S. Trotter', is written over a light blue horizontal line.

Robert Scott Trotter, PE, BCEE  
President



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May 31, 2024

Mr. Clifton V. Ganek  
Village Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

**Re: High Hill Park Sanitary Sewer Relocation**  
Professional Services Letter Agreement and Exhibits

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to The Village of Algonquin (CLIENT) for the High Hill Park Sanitary Sewer Relocation (hereinafter referred to as the "PROJECT").

### **Project Background**

TAI completed a study in November 2023 to determine the best alignment to relocate the existing sanitary sewer along Ratt Creek between Hanson Road and Stonegate Road outside of the existing wetland. Per the study, there were only a few options available for the relocation as the existing topography along Ratt Creek is approximately 15 to 20 feet lower than the adjacent roadways north and south (Huntington Drive and Harnish Drive).

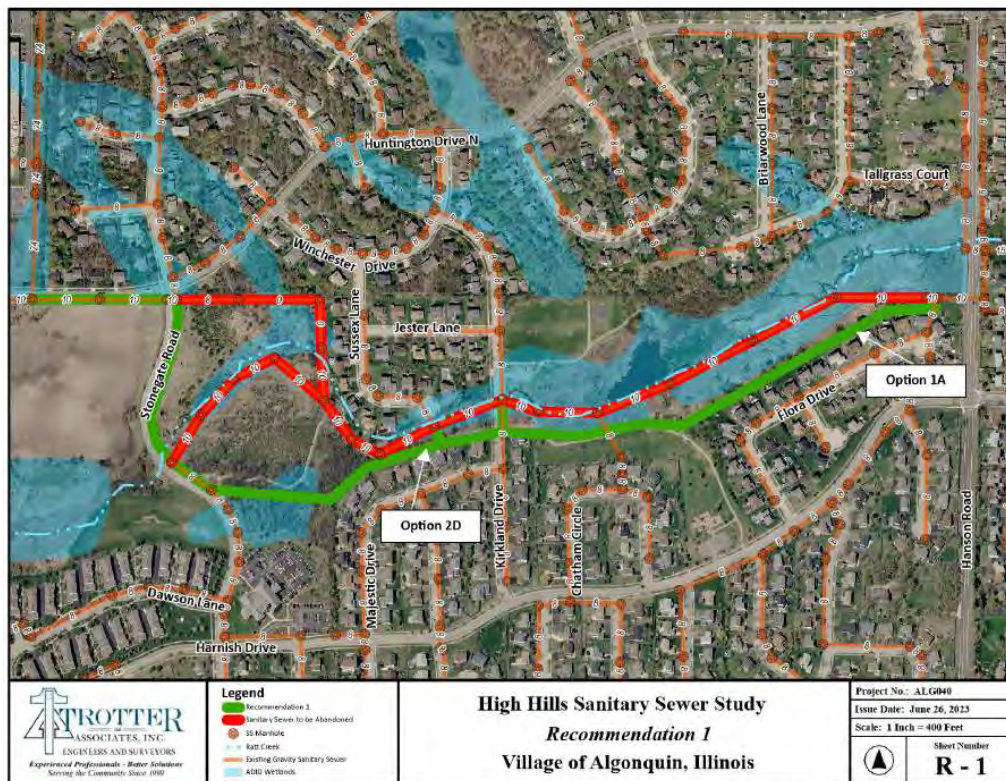
The Village selected to proceed with Alternative Alignment #1A and #2D per page 12 of the study. The recommended alignment includes relocation along the northern properties of the homes along Flora Drive and Majestic Drive.

### **Project Understanding**

The Village intends to relocate the existing 8" and 10" interceptor sewer between Stonegate Road and Hanson Road along Ratt Creek. Relocation of the sewer will include the following:

1. Create two sets of design documents to reflect the proposed sewer improvements to be completed over two phases.
  - a. Phase 1
    - i. Installation of approximately 2,500 lineal feet of 18" sanitary sewer between Hanson Road and Kirkland Drive.
    - ii. Abandonment of the existing sanitary sewer.
    - iii. Dewatering.
    - iv. Bypass pumping, if required.

- v. Tree removal as necessary for pipe installation.
  - vi. Temporary connection to the existing sanitary manhole on Kirkland Drive.
  - vii. Permanent maintenance access.
  - viii. Restoration including pavement patching, sidewalk replacement, mixed use path replacement, topsoil, seeding & blanket.
- b. Phase 2
- i. Installation of approximately 2,950 lineal feet of 15" sanitary sewer between Kirkland Drive and Stonegate Road.
  - ii. Abandonment of the existing sanitary sewer.
  - iii. Dewatering.
  - iv. Bypass pumping, if required.
  - v. Tree removal as necessary for pipe installation.
  - vi. Permanent maintenance access.
  - vii. Restoration including pavement patching, sidewalk replacement, mix use path replacement, topsoil, seeding & blanket.



## Project Schedule

Task	Anticipated Date
Phase 1 – Project Kick-off	July 1, 2024
Phase 1 – Preliminary Design Completion	October 1, 2024
Phase 2 – Final Design Completion	February 1, 2025
Phase 3 – Bidding	May – October 2025

## Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

### Phase 1 Preliminary Design

During the Preliminary Design Phase, Engineer shall:

- A. Hold a Project Kick-off Meeting with Village staff, upon receipt of the Notice to Proceed, to establish project goals & schedule.
- B. Perform site visits as necessary to determine site conditions.
- C. Obtain as-built information for the existing interceptor sewer as needed (Village has provided data prior to this Agreement).
- D. Complete a wetland delineation report of the area along Ratt Creek. The wetland delineation report shall include a jurisdictional determination, wetland boundary, and USFWS Consultation. The wetland delineation report will be completed by a subcontractor of TAI.
- E. Obtain up to twenty (20) soil borings and four (4) pavement cores to determine the existing subsurface soil and pavement conditions within the project area. Prepare a report describing existing soil conditions and make recommendations. Provide LPC-663 forms as required to complete the work. The soil report will be completed by a subcontractor of TAI.
- F. The existing site is owned by the Village and within Village easements. Conduct a topographic survey of the site, including property boundaries for design and permitting (Village to locate sanitary sewer).
- G. Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations.
- H. Conduct a topographic survey along the alignment of the existing and proposed interceptor sewer. The topographic survey limits for the sanitary sewer will be per the exhibit below. Survey will include all trees, pavement, sidewalk, located utilities and utility poles, curb and gutter, mailboxes, and landscaped areas.



- I. Prepare and submit 50% Preliminary Design documents and Engineer's Opinion of Probable Construction Cost.
- J. Attend preliminary design review meeting to address the Village's review comments and concerns.

#### Phase 2 Final Design

During the Final Design Phase, Engineer shall:

- A. Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the Improvements. Drawings will be separated into two plans sets, one for each phase, and include (but not necessarily limited to) the following:
  - i. General Construction Details and Notes;
  - ii. Sanitary sewer alignment and profile drawings;
  - iii. Civil/Site drawings showing proposed restoration;
- B. Submit plans and specifications for IEPA Construction Permit.
- C. Submit plans and specifications for Illinois Historic Preservation Agency (IHPA) permitting.
- D. Submit plans and specifications as required for Illinois Department of Natural Resources (IDNR) Permitting.
- E. Submit plans and specifications as required for Kane County Stormwater and USACOE permitting.
- F. Prepare updated Engineer's Opinion of Probable Construction Cost.
- G. Revise plans and specification and resubmit as needed for all final permitting.
- H. Hold a meeting with Village staff to review and discuss 90% Engineering Plans and Specifications.
- I. Revise plans in accordance with additional comments and provide 100% complete Engineering Plans and Specifications to the Village for review and approval.
- J. Prepare an opinion of probable cost based on the Final Engineering Plans.
- K. Prepare electronic documents for distribution for bids.

#### Phase 3 Bidding

During the Bidding Phase, Engineer shall:

- A. Provide bidding assistance, which will include preparing the bid notice and preparing bid addendums.
- B. Attend a pre-bid conference, if one is deemed necessary.

C. Respond to questions about the bid documents pertaining to items included within the engineering components.

D. Assist the Village in reviewing the bids and assembling a bid tabulation and recommendation letter for award of the contract.

The proposed sanitary sewer is anticipated to be installed within existing Village right-of-way, property, and easements. Therefore, easement acquisition is not included in the scope of the project. These services can be provided if requested by Client for an additional fee.

In order to address minor changes in project scope, the overall fee schedule for design and construction engineering services includes a separate dedicated amount that may be authorized by the client for minor changes. Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

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### Compensation

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

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

The total compensation for services will not exceed \$246,000 based on the following distribution of compensation:

Preliminary Design Phase	\$ 94,300
Final Design Phase	\$ 96,200
Bidding and Negotiating Phase	\$ 5,500
<b>Base Engineering Fees</b>	<b>\$ 196,000</b>
Wetland Delineation Report Allowance	\$ 15,000
Geotechnical Report Allowance	\$ 35,000
<b>Total Authorized for Design and Construction Engineering</b>	<b>\$ 246,000</b>

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

### Miscellaneous

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

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve



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ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

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

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

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

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



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**CONTENTS OF AGREEMENT**

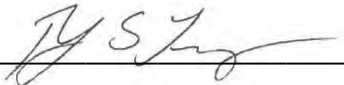
This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

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

CLIENT:  
Village of Algonquin

ENGINEER:  
Trotter and Associates, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

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

By: Robert Scott Trotter, PE, BCEE

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

Title: President

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

Date Signed: May 31, 2024

Address for giving notices:  
2200 Harnish Drive  
Algonquin, IL 60102

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

Designated Representative:

Designated Representative:

Clifton Ganek

Jillian Kiss

Title: Village Engineer

Title: Project Manager

Phone Number: 847-658-2700

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**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial \_\_\_\_\_

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## EXHIBIT A - STANDARD TERMS AND CONDITIONS

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#### ARTICLE 1 - SERVICES OF ENGINEER

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##### **1.01 Scope**

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

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

#### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

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##### **2.01 General**

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's

services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the

duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
  - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

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#### 3.01 General

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

#### 3.02 Suspension

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

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

##### 4.02 Other Provisions Concerning Payments

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

- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

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

##### 5.02 Designing to Construction Cost Limit

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

##### 5.03 Opinions of Total Project Costs

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

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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#### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

#### 6.02 Authorized Project Representatives

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

#### 6.03 Design without Construction Phase Services

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

#### 6.04 Use of Documents

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

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

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

#### 6.05 Insurance

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

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

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



#### 6.06 Termination

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

#### 6.07 Controlling Law

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

#### 6.08 Successors, Assigns, and Beneficiaries

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

#### 6.09 Dispute Resolution

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

#### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

- 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
- 2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.

- 4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

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

#### 6.13 Survival

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

#### 6.14 Severability

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

#### 6.15 Waiver

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

#### 6.16 Headings

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

#### 6.16 Definitions

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

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



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

**2024 Schedule of Hourly Rates**

Classification	Billing Rate
Engineering Intern	\$72.00
Engineer Level I	\$130.00
Engineer Level II	\$143.00
Engineer Level III	\$152.00
Engineer Level IV	\$169.00
Engineer Level V	\$191.00
Engineer Level VI	\$218.00
Engineer VII	\$229.00
Engineer VIII	\$264.00
Principal Engineer	\$271.00
Architect Intern	\$72.00
Architect Level I	\$114.00
Architect Level II	\$138.00
Architect Level III	\$160.00
Architect Level IV	\$172.00
Architect Level V	\$193.00
Architect Level VI	\$210.00
Architect VII	\$227.00
Architect VIII	\$245.00
Principal Architect	\$263.00
Technician Level I	\$108.00
Technician Level II	\$131.00
Technician Level III	\$153.00
Technician Level IV	\$167.00
Senior Technician	\$185.00
GIS Specialist I	\$108.00
GIS Specialist II	\$143.00
GIS Specialist III	\$171.00
Clerical Level I	\$72.00
Clerical Level II	\$86.00
Clerical Level III	\$104.00
Survey Technician Level I	\$72.00
Survey Technician Level II	\$89.00
Survey Crew Chief	\$184.00
Professional Land Surveyor	\$221.00
Project Coordinator I	\$131.00
Project Coordinator II	\$142.00
Project Coordinator III	\$152.00
Department Director	\$218.00
Project Manager	\$218.00
Senior Project Manager	\$230.00
Sub Consultants	Cost Plus 5%

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

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

**2024 Reimbursable Expenses**

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight	Cost	
Mileage	Per Mile	Federal Rate

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C**  
**SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

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TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE



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

**– M E M O R A N D U M –**

DATE: June 12, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Brooke Snow, Engineer II

SUBJECT: *Design Build Services – Columbaria Garden Construction*

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Attached you will find the proposed Design-Build agreement for the Columbaria Garden Construction. The garden and niches were chosen for construction due to an increase in interest and need from the community.

The design-build concept is the recommendation that public works is making due to the customized elements of the niches and the detailed and specific other improvements included in the project. This method allows the Village to construct the project in a timely matter, and within the high expectations of the Board of Trustees, stakeholders, and residents. Burke LLC will be handling all design, bidding, contractor selection and project construction management under the guaranteed maximum price of \$220,444.00.

As part of the Design-Build process, Burke LLC reached out to several contractors to provide pricing to build this project. Martam Construction, LLC was the only proposal received so they will be constructing the project under the guidance of the Burke LLC team.

The Village of Algonquin cemetery, located on the east side of Main St on the north and south sides of Cary Rd, is well established and has been active since the late 1800's. The Columbaria Garden was designed to offer an additional way to bury loved ones through 72 individual niches and 2 family niches. The design of the garden allows for future expansion should all the Columbaria sites be sold in this first installment. This garden will also offer a place to sit on a seat wall along with inviting landscaped beds. The garden will be located on the south east side of the cemetery.

This project was originally proposed in the FY 22/23 budget, with a one-time transfer from the General Fund. Since this transfer did not occur in FY22/23, there are sufficient funds are available to continue forward with construction of the garden. \$220,444.00 is able to be transferred from the General Fund to the Cemetery Fund.

Therefore, it is staff's recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design/build services for the

Columbaria Garden Construction in the amount not to exceed \$220,444.00 with Burke LLC.

#### Summary

1. There has been demand from the community for additional burial sites for loved ones
2. The Columbaria discussion will allow for additional burial sites in a more condensed setting
3. The ornamental, detailed design is best constructed under the design-build method
4. The Village is recommending working with a trusted team that includes Martam Construction and Burke, LLC.
5. Sufficient funds are available to cover the cost of this project