COMMITTEE OF THE WHOLE MAY 13, 2025 VILLAGE BOARD ROOM 2200 HARNISH DRIVE, ALGONQUIN 7:30 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. The Village of Algonquin Proclaims May 19-25, 2025 National Public Works Week

4. Community Development

- A. Consider a Public Event License for America's Antique Mall Car Show May 25, 2025
- B. Consider a Public Event License for Congregational Church of Algonquin Bags for Bags Event June 21, 2025
- C. Consider a Public Event License for EL CARDUNAL Canoe and Paddle Event June 22, 2025
- D. Consider a Public Event License for Art on the Fox September 6 and 7, 2025
- E. Consider a Special Use Permit to allow a Specialty Recreation Facility
- F. Consider a Final Planned Development and Issue a Special Use Permit to allow a Drive-Through for 7 Brew Coffee
- G. Consider an Ordinance Authorizing the Execution of an Intergovernmental Agreement between Kane County and the Village

5. General Administration

- A. Consider Adopting the Willoughby Farms Park Master Plan
- B. Consider the Master Telehealth Services between Pathways Physicians Texas, PLLC, and the Village of Algonquin, Illinois
- C. Consider an Intergovernmental Agreement with Lake in the Hills to Provide Water Disconnection Services
- D. Consider an Amendment to Chapter 16, Cemeteries
- E. Consider an Agreement with Pentegra Systems for the Board Room Audio System Replacement

6. Public Works & Safety

- A. Consider an Agreement with Infrastructure Management Services to Complete a Village-wide Pavement Assessment
- B. Consider an Agreement with Schroeder Asphalt Services Inc. for the Brittany Hills Subdivision Rehabilitation Project
- C. Consider an Agreement with Christopher B Burke Engineering for the Construction Oversight of the Brittany Hills Subdivision Rehabilitation Project
- D. Consider an Agreement with Burke, LLC for the Spella and Tunbridge Park Improvements Project Design Build Services
- E. Consider an Agreement with Hampton, Lenzini and Renwick, Inc. for the County Line Road Improvements Design Engineering Improvement Services
- F. Consider an Agreement with America's Parking Remarking for Pavement Remarking Paint Services
- G. Consider an Agreement with Utility Service Co. for the Cary Standpipe Renovation
- H. Consider an Agreement with Synagro for the Load, Transport and Land Application of Biosolids

7. Executive Session (if needed)

- 8. Other Business
- 9. Adjournment

PROCLAMATION NATIONAL PUBLIC WORKS WEEK MAY 19 – 25, 2025

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Algonquin; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Village of Algonquin to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW THEREFORE, I, Debby Sosine, do hereby designate the week May 19-25, 2025 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 13th day of May, Two Thousand and Twenty-five A.D.

	Village President Debby Sosine
(Seal)	
	Attest:
	Village Clerk Fred Martin



2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M Knapp, AICP, Director

Stephanie Barajas, Planner

<u>DEPARTMENT:</u> Community Development

SUBJECT: America's Antique Mall; Car Show, Public Event/Entertainment License – May

25, 2025

ACTION REQUESTED:

Julie Coppedge, of America's Antique Mall, is seeking approval of a public event/entertainment license for a car show.

DISCUSSION:

The applicant is collaborating with the Freemasons and Rudy Kay from Cruisin' Music Radio to host the car show on Sunday, May 25, 2025, from 10:00 am to 3:00 pm, in the parking lot of America's Antique Mall at 2451 South Randall Road. The car show will include a food truck, a DJ for music and announcements, car awards, and will promote shopping at the antique mall. Car registration will be from 10:00 am to 11:30 am and awards will be issued at 2:30 pm. The registration fee will be \$20 per vehicle and attendees can enter for free.

The parking spaces in the center of the parking lot will be reserved for the car show participants and the food truck. There are one hundred eight (108) parking spaces in the center parking rows, not including six (6) ADA parking stalls. The food truck will use four (4) of these parking spaces. The applicant noted that the participating vehicles will be spread out for viewing and will not occupy all one hundred four (104) spaces. Attendees and customers will park in the perimeter parking rows, which total sixty-eight (68) parking spaces. The property owner of the vacant neighboring property at 2471 South Randall Road has given the applicant permission to use the parking lot for overflow parking. Staff recommends a condition to limit the number of car show vehicles allowed to register to ninety-five (95) and to restrict the car show parking area to the interior parking spaces.

RECOMMENDATION:

Staff has reviewed the request and recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event License with the following conditions outlined below:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- A maximum of ninety-five (95) car show vehicles shall be allowed. Such vehicles shall only park in the interior parking rows, as shown in green on the site plan;
- Traffic on public roadways shall not be impeded in any manner;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. Any changes to the site plan, event days, event hours, and details of the event shall be approved by Village Staff before such change can occur;

Public Event License – America's Antique Mall Car Show – May 25, 2025 5/13/2025

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- All drive aisles shall remain clear of vehicles or other obstructions at all times;
- A minimum of 5 feet of unobstructed sidewalk in front of the business must be maintained at all times, including in front of the DJ Booth. Vehicles shall not be parked on the sidewalk;
- All parking shall be on paved surfaces approved for such use;
- The Village of Algonquin does not provide water or electricity for food trucks;
- Temporary Food Service permit(s) shall be obtained from the Kane/McHenry County Health Department and the necessary inspections shall be allowed. A copy of the permit(s) shall be shared with the Village of Algonquin Community Development Department;
- Public Event License Fees must be paid prior to the event;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Any temporary tents or structures shall be properly weighted or tied down. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- No temporary signage, such as flags or portable ground signs, is permitted on or offsite;
- No alcohol shall be sold or consumed on the property.

ATTACHMENTS:

- Public Event License Application
- Site Plan



Village of Algonquin PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Sponsoring Organization: Name: AMEDICAS ANTIQUE	Mall	Contact N	ame: Jul	ie Cassedal.
Address: 2451 S. Randall	Rd	Contact IV	anic. Out	c Coppens
City, State, ZIP: Algonavin	11-	60102		
Phone:	_	Email: _		
Event Coordinator:				
Name: Same				
Home Address:				
City, State, ZIP:Phone:		Email:		
Event Information:			17.71	
Describe the Nature of the Event: Vintage	Ca	& Snow	for our	shoppers and
				- 11
Vendors				
New Event Repeat Event		ii repeat,	will dilything o	different this year.
Event Address: 2451 S. Randall	Rd	Algon	quin 1L	
			-	2 pm
Event Address: 2451 S. Randall Date(s) and Time(s) of the Event: May Rain Date(s), if applicable: May	25	2025	10am-	2 pm
Pate(s) and Time(s) of the Event: May Rain Date(s), if applicable: May Set-Up Date/Time: Same day	25	2025	10am-	2 pm 2pm
Pate(s) and Time(s) of the Event: May Rain Date(s), if applicable: May Set-Up Date/Time: Same day	25	2025	10am-	2 pm 2pm
Date(s) and Time(s) of the Event:	25 2.6	2025	10am- 10am-	2 pm 2 pm ope to have that

Event Website: WWW. Americas Antique Mall: com
Event Details: Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan:
Our staff will be there to assist customers and event participants as needed.
Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled by our team and additional parking will be in the adjacent lot. The building in valent so these will be soom for overflow. Will there be a need for road closures? Yes No If Yes, please explain:
Are you requesting Algonquin Police Officer(s) presence? YesNo If Yes, to perform what function? Do you want a fire truck or ambulance present? Yes No If Yes, for what hours and to perform what function?
Are you wishing to post temporary sign(s) announcing the event? YesNo
Do you wish to serve alcoholic beverages? Yes No If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No If Yes, attach a copy of the policy.
Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: We have a DJ for music and annoughments.

Do you foresee any other special needs for this event? (Physical stations, electricity, generator, running water, tent(s), etc.):	set-up assistance, waste removal, portable toilet	s and hand washing
No:		_
		0
Do you plan on holding a raffle during this event? Yes (Must be an Algonquin-based, non-profit organization) We Name of on-site contact during the event (please print): On-site contact's cell number: On-site contact's work number:	have a free entry raffle	this snorpers but will not
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Name of on-site contact during the event (please print):	The season of the state of the	get faccintion
On-site contact's work number:		one.
On-site contact's home number:		
Affidavit of Applicant: I, the undersigned applicant, or authorized agent of the above not	ted organization, swear or affirm that the matters	s stated in the foregoing
- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ted organization, swear or affirm that the matters	s stated in the foregoing
to the state of th	d information for the nirrose of requesting the	VIIIage of Algoriquin to
	de to obtain the nermit annited for and agree to	pay all toos, to more un
requirements of the Algonquin Village Code, and any additions comply with the laws of the Village of Algonquin, the State of	Illinois and the United States of America in th	e conduct of the Public
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. I will for any and all lightlifty	damages suits claims and demands for udinas	es at law of mi equity it
incurs as a result and arising either directly or indirectly out of	the public event noted above including but not	minieu to damages and
attorney's fees.	11 1/0-	
() my	4/24/25	
Signature of Applicant	Date	
1		
Julie Coppedage		
Printed Name of Applicant		

Indemnification, Waiver and Release

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

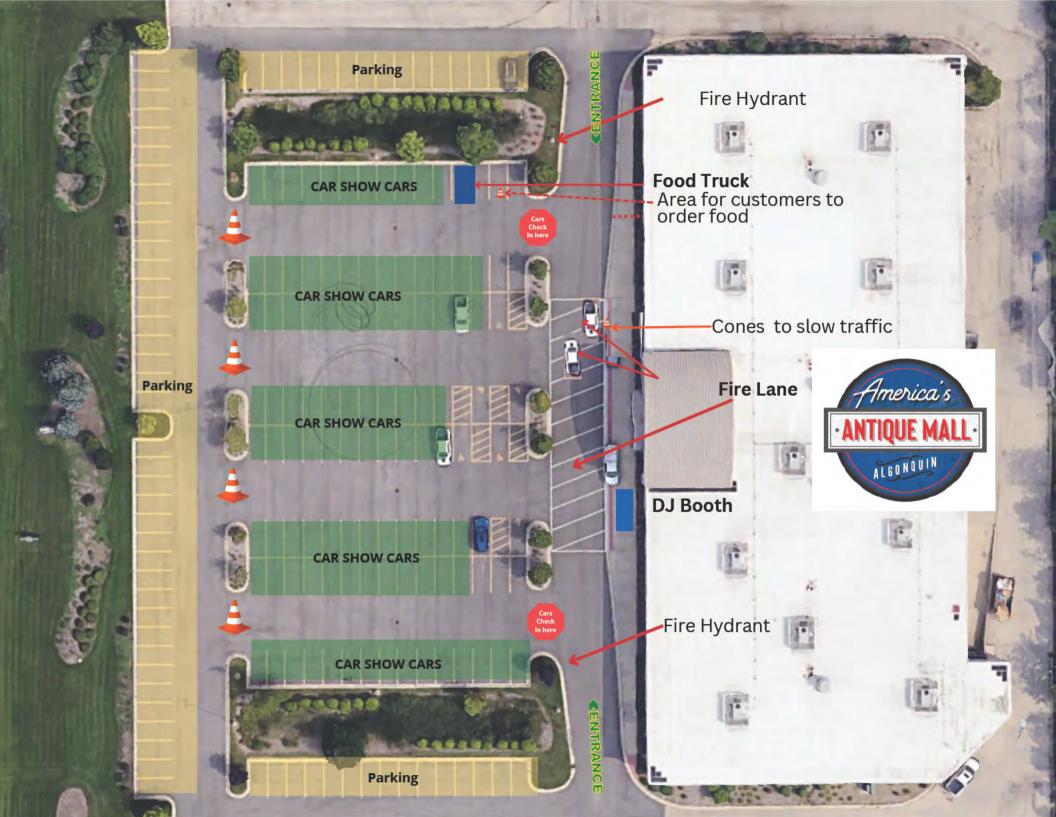
The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by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

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

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

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

Permittee/	1 b C - doc
Licensee:	Julie Coppedge
Circle all	
that apply:	Applicant Sponsor Organizer Promote
By:	Julie Coppedal
	[Print]
	[\$ignature]
	[qiguatare]
Date:	4 24 25





2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M Knapp, AICP, Director

Stephanie Barajas, Planner

<u>DEPARTMENT:</u> Community Development

SUBJECT: Congregational Church of Algonquin; Bags for Bags, Public Event/Entertainment

License – June 21, 2025

ACTION REQUESTED:

William Hellyer, on behalf of the Congregational Church of Algonquin, is seeking approval of a public event/entertainment license for a one-time event called Bags for Bags. This event is a fundraiser for the Algonquin Lake in the Hills Food Pantry and part of the Congregational Church's 175th Anniversary. Participants must donate a bag of groceries to play in the bags tournament. The event will take place on Saturday, June 21, 2025, from 4:00 pm to 9:00 pm. It will include the closure of Washington Street from Main Street to Harrison Street to allow the Church to use the street for the bags tournament and food collection. Approximately 200 participants are expected. Any monetary contributions will be given to the Algonquin Lake in the Hills Food Pantry.

Mr. Hellyer is also seeking a waiver of the Public Event License Fee of \$50/day and all fees associated with the road closure, including the vehicle barrier and staff costs.

DISCUSSION:

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

RECOMMENDATION:

Staff has reviewed the request and recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event License with the following conditions outlined below:

- The Public Event License Fee and Street Closure Fee are waived;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- The Congregational Church shall be responsible for all trash removal;
- A twenty-foot (20') emergency access lane down the center of Washington shall be established at all times:
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind over 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- The applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days before the event, evidence that its insurance meets the minimum requirements.

Public Event License – Congregation Church Bags for Bags – June 21, 2025 5/13/2025

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• No alcohol will be allowed to be sold or consumed in the street.

ATTACHMENTS:

- Public Event License Application
- Fee Waiver Request
- Site Plan



Village of Algonquin PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly. Official Name of the Event: Bags for Bags Sponsoring Organization: Name: Congregational Church of Algonquin Contact Name; William Hellyer Address: 109 Washington City, State, ZIP: Algonquin Illinois 60102 Phone: 847-658-5308 Email: algonquinucc@gmail.com **Event Coordinator:** Name: William Hellyer Home Address: City, State, ZIP: Phone: Email: 1 Event Information: Describe the Nature of the Event: Fundraiser for Algonquin Lake in the Hills Food Pantry. Participants are asked to bring a bag of groceries and they can play in the bag tournament. _Repeat Event _____ If repeat, will anything be different this year?_____ New Event ___ Event Address: 109 Washington Algoriquin Illinois Date(s) and Time(s) of the Event: June 21, 2025 4:00-9:00 Rain Date(s), if applicable: Set-Up Date/Time: JUne 21, 2025 4:00pm Maximum Number of Attendees/Participants Expected: 200 Admission Fee: Yes No V If Yes, list fee(s) to be charged: How will the revenue be used (include donations to non-profit or charitable organizations): Any monetary contributions will be given to the Algoquain Lake in the Hills Food Pantry

Event Website: algonquinucc.org
Event Details: Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan:
Members of Church will be supervising event
Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled:
public parking lot is adjacent to Washington Street. Church has additional
parking behind the church and street parking on Harrison
Will there be a need for road closures? Yes No If Yes, please explain:
Washington Street from Harrison to Main
Are you requesting Algonquin Police Officer(s) presence? Yes No If Yes, to perform what function?
Do you want a fire truck or ambulance present? Yes No Vo If Yes, for what hours and to perform what function?
Are you wishing to post temporary sign(s) announcing the event? Yes No If Yes, please describe desired size, location and date(s) that the signage will be displayed: banner sign on church for 14 days prior to event
Do you wish to serve alcoholic beverages? Yes No
If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No If Yes, attach a copy of the policy.
Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No No If Yes, please describe type, band name(s), and hours of performance and if there will be a stage:

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand was	hing
stations, electricity, generator, running water, tent(s), etc.):	
Do you plan on holding a raffle during this event? Yes No V	
(Must be an Algonquin-based, non-profit organization)	
Name of on-site contact during the event (please print): William Hellyer	
On-site contact's cell number:	
On-site contact's work number:	
On-site contact's home number:	
Affidavit of Applicant: I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the for application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algorissue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c) offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its comployees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or incidence of Applicant. Signature of Applicant Date	nquin to meet all it and to e Public , no sex te's law officials, equity it
William Hellyer	
Printed Name of Applicant	

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/ Licensee:	Congregational Church of Algonquin
Circle all that apply:	Applicant Sponsor Organizer Promoter
By:	William Hellyer Moderator [Print] [Signature]
Date:	4-29-25

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THE CONGREGATIONAL CHURCH OF ALGONQUIN 109 Washington St., Algonquin, IL 60102 (847) 658-5308

Email: algonquinucc@gmail.com

May 6, 2025

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Village Board,

The Congregational Church of Algonquin has served this community for many years. The church is celebrating its 175 anniversary of stewardship to Algonquin and the surrounding communities. We have long been a supporter of the Algonquin Lake in the Hills Food Pantry. As part of our 175 year anniversary, we would like to further assist the Pantry with donations or non- perishable food. Our plan is to ask the Village to close Washington Street in front of the church and host a bag (of groceries) for a game of bags. The event is free and is hoping to generate interest in the Food Pantry and garner donations of food at a time that many residents are experiencing financial and other challenges. It will also draw attention to the revitalized Downtown Algonquin. It looks great. There is no monetary gain realized by the church, but the community benefits from the activity.

We are asking that the Village consider closing the street down for set up at 4:00pm with the festivities concluding and tear down by 9:00pm on June 21, 2025. We are also prayerfully asking that the Village waive any fees associated with the closure for this one time event.

Sincerely,

William Hellyer Church Council Moderator



2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M Knapp, AICP, Director

Stephanie Barajas, Planner

DEPARTMENT: Community Development

SUBJECT: Friends of the Fox River; EL CARDUNAL Canoe & Paddle Event, Public

Event/Entertainment License – June 22, 2025

ACTION REQUESTED:

Robert Sutton, on behalf of the Friends of the Fox River, is seeking approval of a public event/entertainment license for the inaugural EL CARDUNAL Canoe and Paddle Event on the Fox River. The event will take place on Sunday, June 22, 2025, from 6:30 a.m. to 2:00 p.m. The event will begin at Cornish Park in Algonquin and end in East Dundee. Participants will drop off their watercraft at Cornish Park between 7:00 a.m. and 10:00 a.m. and then drive to East Dundee to park their vehicles and trailers. A shuttle will then drive participants back from East Dundee to Cornish Park for the launch between 10:00 a.m. and 12:00 p.m. Participants will choose a watercraft drop-off time and one of four shuttle pick-up times when registering online. They may also request a rental kayak from Howling Wolfe Canoe & Kayak.

Watercraft drop-off will occur in the Cornish Park parking area on La Fox River Drive. Volunteers will help unload, which takes approximately 10 minutes per vehicle. Volunteers will also be stationed at La Fox River Road and Washington Street to confirm that there is available parking. Volunteers, large vehicles, or trailers will be directed to park in a municipal lot on Harrison Street. The diagonal parking stalls at the Harrison Street park entrance will be used for the shuttle drop-offs and trailer unloading.

Registration will occur in Cornish Park. Participants will receive a wristband that matches their watercraft, which will then be moved to the staging area. Participants may have time between the shuttle drop-off and their launch time, so they will be encouraged to explore and dine in Downtown Algonquin.

Once launches begin, watercraft will be moved from the staging area to the launch site at set times, and launches will be announced with a bullhorn. Volunteers will be wearing safety vests and paddlers must wear safety equipment. The Prairie State Canoeists (PSC) and the Friends of the Fox River will have volunteers in the water helping launch. The PSC will have one guide for every 20 paddlers and they will evaluate paddling skills and provide support along the way. The Auxiliary Coast Guard will also be on-site to perform safety checks. Although not guaranteed, the Fire Protection District may send members of their "Swift Water Team" to observe only if they are on duty.

The Friends of the Fox River will paddle the river every day, weather permitting, the week before the event to clear any hazards. The event will be cancelled if an unsafe condition exists on the river or the cubic feet per minute, or CFM, exceeds the IDNR standard.

Public Event License – EL CARDUNAL – June 22, 2025 5/13/2025 **2** | Page

Mr. Sutton is also seeking a waiver of the Public Event License Fee of \$50/day because the Friends of the Fox River is a non-profit organization.

DISCUSSION:

Staff has reviewed the request and recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event License with the following conditions outlined below.

RECOMMENDATION:

Approval is contingent upon the following conditions:

- The \$50/day Public Event License Fee is waived;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Traffic shall not be impeded in any manner;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Signage and volunteers shall be posted to assist in traffic control;
- Food from downtown businesses can be ordered as takeout and consumed in Cornish Park. If a food vendor sells food and/or beverage items in Cornish Park, they shall apply for a separate Special Event Permit and shall provide all applicable Health Department approvals prior to approval. No food vendors can set up in the public right-of-way and no food trucks will be permitted;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, a CFM that exceeds IDNR standards, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

ATTACHMENTS:

- Public Event License Application
- Site Plan



Village of Algonquin PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.
Official Name of the Event: EL CARDUNAL
Sponsoring Organization: Name: Friends of the Fox River Contact Name: Gary Swick
Address: P.O. Box 5634 (Physical location - Schweitzer Environmental Center, KCFPD, Dundee, IL - no mail service
City, State, ZIP: Elgin, IL 80121 Phone: Email: gswick@fotfr.ogr
Event Coordinator: Name: Robert (Bob) Sutton Home Address:
City, State, ZIP: Algonquin, IL 60102
Phone: Email: bsutton@fotfr.org
Event Information:
Describe the Nature of the Event: Celebratory canoe & kayak paddle on the Fabulous Fox! Water Trail, a designated National
Water Trail by the Department of the Interior. Event to launch in Algonquin and terminate in Elgin, It.
New Event X Repeat Event If repeat, will anything be different this year?
First year of what is planned to be an annual event. We expect this event to grow over the years to be a significant draw and economic engine for the
communities along this stretch of the water trail. A destination paddling location, increasing tourism in the area.
Event Address: Cornish Park, Algonquin, IL
Date(s) and Time(s) of the Event: June 22, 2025 06:30 - 14:00
Rain Date(s), if applicable: No rain date
Set-Up Date/Time: June 22, 2025 06:30
Maximum Number of Attendees/Participants Expected: 100
Admission Fee: Yes X No If Yes, list fee(s) to be charged: \$40
low will the revenue be used (include donations to non-profit or charitable organizations): Not admission fee but registration
fee. The fee to cover some event expenses. Any monies not used are to be applied towards youth watershed education fund of
Friends of the Fox River

Event Website: www.elcardunal.org
Event Details: Describe provided security, including who will be providing the security (name and contact information), hours, and a security plau: _
Safety paddlers in stream to assist in launch, and on stream bank to aid with watercraft put-in.
Staff will monitor canoe & kayak staging areas
Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: All volunteers will park in public lots along Harrison Street, we will encourage ride sharing. Budgeting for 20 volunteers
at Cornish Park. Note: paddlers will park in Elgin and travel to Cornish Park via shuttle service.
Please refer to attached maps
Will there be a need for road closures? Yes X No If Yes, please explain: Harrison Street, southbound
at Algonquin road for shuttle unloading, watercraft drop off, and pedestrian traffic to downtown business
district.
Are you requesting Algonquin Police Officer(s) presence? Yes ? No If Yes, to perform what function?
Possibly, would like to discuss safety concerns with APD for their recomenndations.
Do you want a fire truck or ambulance present? Yes X No If Yes, for what hours and to perform what function? The hours for launch are 10:00 to 12:00 - we will have safety crew. Ambulance & rescue on stand-by
would insure safety for all participants. Would like to discuss with AFD/LITH FD for their recommendation
Are you wishing to post temporary sign(s) announcing the event? YesX No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _Banner at pavilion
Yard (directional signs) at Washington & Main, Washington at Harrison, Washington at LaFox River, Rt. 62 & Harrison
Cornish Park entrances on Harrison and La Fox River Rd.
Do you wish to serve alcoholic beverages? Yes NoX
If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No If Yes, attach a copy of the policy.
Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes X No No If Yes, please describe type, band name(s), and hours of performance and if there will be a stage:
Small public address system for announcements

Do you foresee any other special needs for this e stations, electricity, generator, running water, ten	event? (Physical set-up assistance, waste removal, portable toilets and hand washing nt(s), etc.): Portable toilets w/ handwashing station
use of electricity, if available, at pavillion for laptop com	puter and public address. Extra trash recepticle as "Leave no trace" is one of
our themes. We may have a portable canopy near canoe/kaya	k staging area, please refer to map.
Do you plan on holding a raffle during this event	
(Must be an Algonquin-based, non-profit organized) Name of on-site contact during the event (please	•
On-site contact's cell number: On-site contact's work number: Same	
On-site contact's home number: Same	
application are true and correct upon my personal issue the permit herein applied for, that I am qual requirements of the Algonquin Village Code, an comply with the laws of the Village of Algonqui Event described herein. In addition, Applicant offenders are employed by the carnival operator enforcement agencies. I (or the above named or employees and successors and assigns, for any ar	of the above noted organization, swear or affirm that the matters stated in the foregoing knowledge and information for the purpose of requesting the Village of Algonquin to lifted and eligible to obtain the permit applied for and agree to pay all fees, to meet all dany additional regulations, conditions, or restrictions set forth in the permit and to in, the State of Illinois, and the United States of America in the conduct of the Public certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sext, and that no carnival employees are fugitives from Illinois or any other state's law ganization) further agree(s) to hold harmless and indemnify the Village, its officials and all liability, damages, suits, claims and demands for damages at law or in equity it directly out of the public event noted above including but not limited to damages and
Novert Suttex	March, 07, 2025
Signature of Applicant	Date
Robert Sullon	
Printed Name of Applicant	

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/ Licensee:	Robert (Bob) Sutton / Friends of the Fox River			
Circle all that apply:	Applicant Sponsor Organizer Promote			
Ву:	Robert Sutton			
	[Print] Sutton			
	[Signature]			
Date:	03/07/2025			



Friends of the Fox River preserves, restores and protects the Fox River Watershed's resources by connecting people with nature through education, research, restoration and advocacy.

March 7, 2025

Village of Algonquin 2200 Harnish Drive Algonquin, Il 60102

Dear Algonquin Village Board,

Friends of the Fox River is planning a canoe/kayak paddle on June 22, 2025. The "EL CARDUNAL" is to be an annual event that we believe will be an economic catalyst for the village for years to come.

We respectfully request use of the Village of Algonquin's Cornish Park as the launch site for the event from 06:30 set-up through 14:00 clean-up. Please see attached Public Event/Entertainment License Application for more information.

Sincerely,

Robert (Bob) Sutton

Director - Friends of the Fox River

720 Gaslight Drive - Algonquin, IL 60102

bsutton@fotfr.org

Kayak & Canoe Staging areas until launching

Secondary Kayak & Canoe Staging if needed

Current Timing Plan

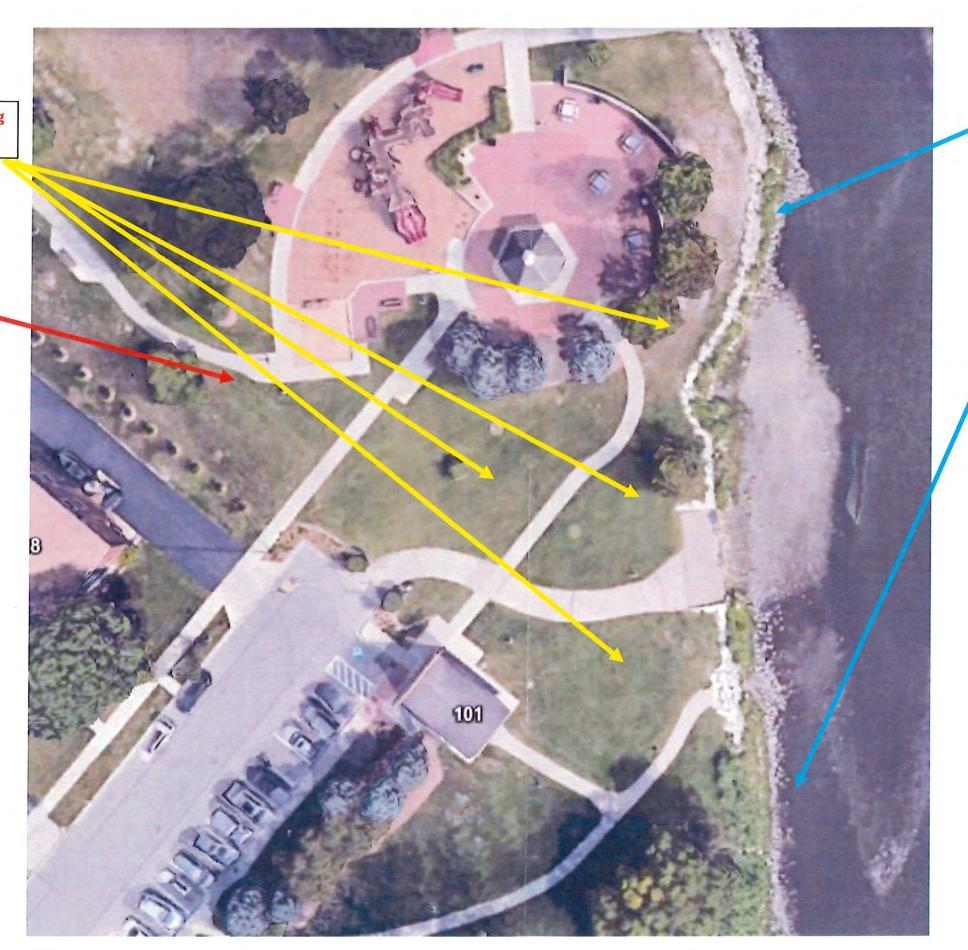
Set-up @ Pavillion for registration, event traffic signage, etc, beginning 06:30.

Drop off beginning 07:30.

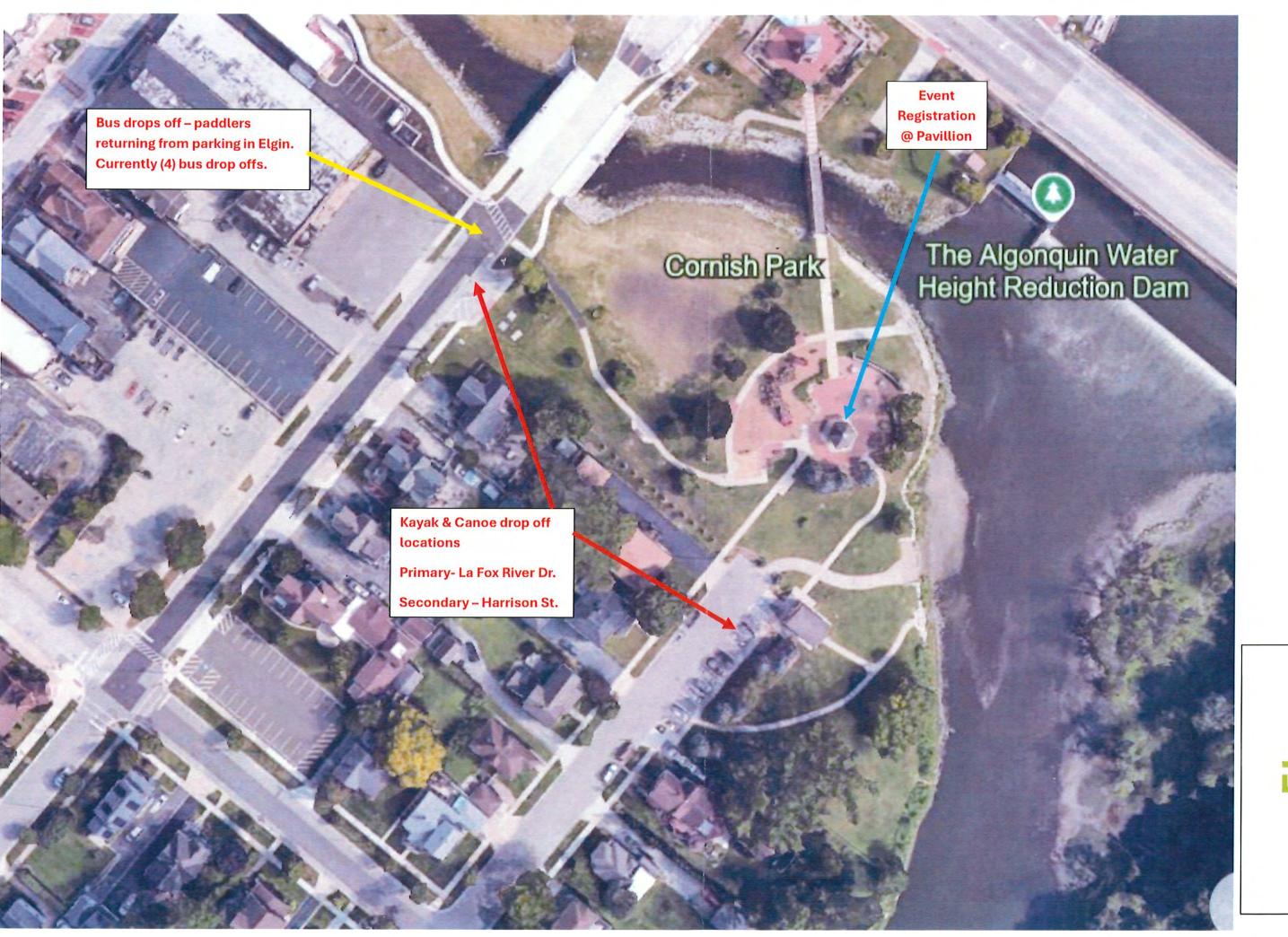
Launching begins at 10:00.

Event tear down, cleanup and exit Cornish Park by 2:00 (or earlier). Will depend on number of participants.

With experienced paddlers we can launch a group of 6 to 10 watercraft every 5 minutes. 10 minutes for those less experienced.



Put-in location area, safety paddlers, with legs in-stream at river edge, and on bank to launch







2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M. Knapp, AICP, Director

DEPARTMENT: Community Development Department

SUBJECT: Public Event/Entertainment License Application – 2025 Art on the

Fox Festival September 6 & 7.

ACTION REQUESTED:

The Village of Algonquin is seeking approval of a Public Event License for the Art on the Fox art festival that will take place in downtown Algonquin on September 6 and 7, 2025. This event is being put on by the Village of Algonquin and is being organized by Amdur Productions, Inc. The Art on the Fox is a free public cultural event that features original art of all medias and also live music. The Art on the Fox last occurred in 2024 on South Main Street.

This year, the festival is planned to take place on South Main Street between Algonquin Road and Madison Street. Police and Fire have given preliminary approval of the event map and Public Works has preliminarily approved the street closure. The Art on the Fox will have two platform stages with live music from 10 am - 5 pm on both Saturday and Sunday. One of the stages will be located near the north end of Main Street near Algonquin Road and the other stage will be located on Washington Street across from Cucina Bella. Along with the platform stages, up to 75 artist and sponsor booths are planned to be located along Main Street.

The village is not planning to serve liquor as part of the art festival. Instead, the village will permit downtown restaurants to sell alcohol for consumption off-premises, within the enclosed festival footprint. This policy would allow attendees to patronize downtown businesses that have a valid liquor license to purchase an alcoholic beverage and then walk through the art festival with their food and beverage. To prove that customers have been carded, the businesses serving alcohol will provide wristbands when the customer purchases alcohol. The wristband will be one color with the Art on the Fox logo. All drinks leaving the premises must be served in a signature Art on the Fox plastic cup. If any of the businesses wish to sell outside of their licensed area, they will need to obtain a Special Event Permit from the State of Illinois. Businesses that have shown interest in participating include: Bold American Fare, Whiskey and Wine, Cucina Bella, Bullseye, Cattleman's Burgers and Brew, Riverbottom Ice Cream, Bella Pizzeria, and The Black Bear Bistro.

Food will be provided by the local businesses in the footprint of the Art Festival. If the local restaurants do not provide enough "grab and go" food options during the festival hours, Amdur has the right through their agreement with the village to bring in outside food vendors. These additional food vendors would sell products different from those offered by downtown restaurants. The number of additional food vendors will be contingent on the number of downtown restaurants participating in the festival.

*Note – The Downtown Algonquin Association is planning to host a beer tent in the village parking lot at the southeast corner of Algonquin Road and Main Street. This area may also include local food vendors and extended night hours on the main stage on Saturday night. This request will come through as a separate Public Event/Entertainment License Request.

RECOMMENDATION:

Staff has reviewed the request and recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event License with the following conditions outlined below:

- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed.
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff.
- A Public Event Liquor Permit to sell alcoholic liquor must be obtained from the Village and State Liquor Commissioners OR proof of Village permission to have downtown restaurants sell alcohol for consumption off-premises.
- In the event of unfavorable weather conditions, the tent area(s) shall be vacated if there is a severe thunderstorm, if there is a tornado warning/watch issued, or in the case of high winds or gusts in excess of 40 mph.
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed.



2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M. Knapp, AICP, Director

Stephanie Barajas, Planner

DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Request to Issue a Special Use Permit to allow a

Specialty Recreation Facility at 2471 South Randall Road

ACTION REQUESTED:

Amy Miles of pb2 architecture + engineering, the "Petitioner" representing Sky Zone, submitted a Development Petition requesting issuance of a Special Use Permit to allow a Specialty Recreation Facility at 2471 South Randall Road, the "Subject Property."

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the April 14, 2025, Planning and Zoning Commission Meeting.

During the public comment, an Algonquin resident expressed concern about increased traffic on Stonegate Road. After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff's findings as the findings of the Planning and Zoning Commission and recommended issuance of the Special Use Permit, as outlined in the staff report for case PZ-2025-04, and subject to staff's recommended conditions.

DISCUSSION

The Subject Property is part of the Grandview Commons Planned Development approved through Ordinance 2006-O-36 (An Ordinance Approving The Final Planned Development And Final Plat of Subdivision For A 35,000 Square Foot Furniture Store On Lots 1 and 7 of the Grandview Commons Commercial Center). Earlier this year, the Village Board approved an amendment to the Zoning Code to define and add Specialty Recreation Facility as a Special Use in the B-2 Business, General Retail District.

The Petitioner proposes to operate an indoor trampoline park, which falls under this new definition. The hours of operation will be from 9:00 a.m. to 9:00 p.m., Sunday through Thursday, and from 9:00 a.m. to 10:00 p.m. on Fridays and Saturdays. Minor alterations are proposed to the exterior, such as the installation of a new wall sign and awnings.

STAFF RECOMMENDATION:

Staff finds that the standards for a Special Use Permit have been met and recommends the Committee of the Whole advance the request to the Village Board to approve the issuance of a Special Use Permit to allow a Specialty Recreation Facility at 2471 South Randall Road, subject to the following conditions and final staff approval:

- a. The developer shall obtain a building permit for the interior improvements. At no time shall the exterior masonry be painted or the EIFS be painted a different color than what was originally approved through Ordinance 2006-O-36. Awnings are required on the front of the building and shall be kept in good condition;
- b. The developer shall obtain and maintain all required state and health department licenses while open to both public and private customers;
- c. All signs shall conform to the height and size requirements of the Village's Sign Code;
- d. The existing landscaping and drainage areas on the Subject Property shall be restored to the original plans approved through Ordinance 2006-O-36 prior to issuance of a Final Certificate of Occupancy;
- e. Failure to maintain a safe environment will result in the revocation of this Special Use Permit.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2025-04
- Exhibit B. DRAFT April 14, 2025, Planning & Zoning Commission Minutes
- Exhibit C. Plat of Survey
- Exhibit D. Floor Plan

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP Stephanie Barajas

Director of Community Development Planner

zarottor or community zoveropation	
CASE NUMBER:	PZ-2025-04
MEMO DATE:	April 10, 2025
PUBLIC HEARING DATE:	April 14, 2025
PROPERTY ADDRESS/LOCATION:	2471 South Randall Road
APPLICANT/	Amy Miles, Sky Zone/
PROPERTY OWNER:	Randall Road Retail Center Limited Partnership

REQUEST SUMMARY

Amy Miles of pb2 architecture + engineering, the "Petitioner" representing Sky Zone Park, applied for issuance of a Special Use Permit for a Specialty Recreation Facility at 2471 South Randall Road, referred to herein as the "Subject Property", in the Grandview Commons Planned Development.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner's request, subject to the conditions listed in the report, as the request conforms to the Village's Comprehensive Plan and Future Land Use Map.

Location



Zoning/Future Land Use



Existing Zoning:	B-2 Business, General Retail		Existing Land Use:	Vacant Commercial Building		
Existing Zonnig:			Proposed Land Use:	Commercial		
Future Land Use	Planned Mixed Has (Predominantly Commonsial)					
Plan Designation:	Planned Mixed Use (Predominantly Commercial)					
Surrounding	North: B-2 Business, General Retail – Shopping Center					
Zoning	East:	R-4 Multi-Family Dwelling – Multi-Family Residential				
&	South:	Unincorporated – Vacant Land & Multi-Family Residential				
Land Use	West:	B-P Business Park – Warehouse				

DISCUSSION OF STAFF RECOMMENDATION

Background

The existing building, in which the Subject Property is a unit of, was preliminary approved as part of a planned development through Ordinance 2004-O-28 (An Ordinance Approving the Preliminary Planned Development, Final Plat of Subdivision and Final Plat of Dedication For The Grandview Commons Retail Center and Granting Final Planned Development Approval For A 50,773 Square Foot Furniture Store) and was resubdivided and issued a Final PUD through Ordinance 2006-O-36 (An Ordinance Approving The Final Planned Development And Final Plat of Subdivision For A 35,000 Square Foot Furniture Store On Lots 1 and 7 of the Grandview Commons Commercial Center).

Earlier this year, the Village Board approved an amendment to the Zoning Code to define and add Specialty Recreation Facility as a Special Use in the B-2 Business, General Retail District.

Request and Use of the Subject Property

The Petitioner is requesting the issuance of a Specialty Recreation Facility at 2471 South Randall Road for Sky Zone Park, an indoor trampoline park. The Petitioner also proposes minor alterations to the exterior of the building, such as the installation of a new wall sign and new orange awnings on the front of the building. Staff recommends adding a condition to require that the wall signage meet code and to require that the existing landscape areas be restored per the approved Final PUD plan.

Next Steps

The Special Use Permit request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for issuance. If at any time the use changes or there is evidence of a clear intent on the part of the owner and/or tenant to abandon any portion of this Special Use for more than six (6) months, this Special Use Permit shall be terminated.

STANDARDS & FINDINGS

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit "A" and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner's request.

STAFF RECOMMENDATION

Staff recommends approval of the issuance of a Special Use Permit authorizing a Specialty Recreation Facility at 2471 South Randall Road, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommends approval of the following motion:

- 1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit authorizing a Specialty Recreation Facility at 2471 South Randall Road, as outlined in the staff report for case PZ-2025-04 dated April 10, 2025, subject to the following conditions:
 - a. The developer shall obtain a building permit for the interior improvements. At no time shall the exterior masonry be painted or the EIFS be painted a different color than what was originally

PZ-2025-04: Sky Zone (SUP)

Planning & Zoning Commission Meeting – April 14, 2025

approved through Ordinance 2006-O-36. Awnings are required on the front of the building and shall be kept in good condition;

- b. The developer shall obtain and maintain all required state and health department licenses while open to both public and private customers;
- c. All signs shall conform to the height and size requirements of the Village's Sign Code;
- d. The existing landscaping and drainage areas on the Subject Property shall be restored to the original plans approved through Ordinance 2006-O-36 prior to issuance of a Final Certificate of Occupancy;
- e. Failure to maintain a safe environment will result in the revocation of this Special Use Permit.

I concur:

Patrick M Knapp, AICP

Director of Community Development

Attachments:

- Exhibit A. Standards & Findings

- Exhibit B. Plat of Survey

- Exhibit C. Floor Plan

Exhibit A: Standards & Findings of Fact

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following standards:

- 1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- 2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- 3. That the proposed use will comply with the regulations and conditions specified in this Chapter

Staff Response: The use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The operator will be required to obtain all necessary permits and licenses prior to opening to the public and is required to maintain a safe environment at all times.



COMMUNITY DEVELOPMENT DEPARTMENT

(847) 658-2700 | permits@algonquin.org | www.algonquin.org 2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 14, 2025

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

<u>Director Patrick Knapp</u> called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Neuhalfen
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Member absent: None

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

Chair Patrician asked for public comments. There was no public comment.

Approval of Minutes

<u>Chair Patrician</u> asked for approval of the March 10, 2025, Planning and Zoning Commission minutes. A motion was made by <u>Commissioner Rasek</u> and seconded by <u>Commissioner Szpekowski</u> to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ-2025-04 – Consideration of a Request to Issue a Special Use Permit to allow a Specialty Recreation Facility

<u>Planner Barajas</u> confirmed that the Public Notice requirement was fulfilled.

- <u>Ryan Bickings</u>, a Sky Zone representative, gave a verbal presentation to the Planning & Zoning Commission requesting a recommendation of approval.
- <u>Planner Barajas</u> gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.
- Commissioner Laipert asked for clarification on the interior improvements that are proposed. Mr. Binkings explained the raised platform construction for trampolines and clarified that the new kitchen will have a limited menu and not a full restaurant. Commissioner Laipert then asked who the target audience was. Mr. Binkings responded that all ages could participate and noted that there will be a designated toddler area.
- Commissioner Neuhalfen asked for the hours of operation. Mr. Binkings responded that the hours are 9:00 am to 9:00 pm, from Sunday to Thursday, and 9:00 am to 10:00 pm on Fridays and Saturdays. Commissioner Neuhalfen inquired about security inside and outside of the business. Mr. Binkings explained that there is no security team and that there has not been issues before. Director Knapp added that one of the Special Use Permit conditions recommended by Staff would require Sky Zone to maintain a safe environment and that the Algonquin Police Department will determine if changes need to be made to do so.

Commissioner Rasek asked if alcohol will be served. Mr. Binkings responded no.

- <u>Commissioner Szpekowski</u> asked how emergencies, such as falls, are handled. Mr. Binkings explained that managers are trained and vetted to handle such emergencies. Commissioner Szpekowski then expressed concern with a zipline at this location. Mr. Binkings responded that there will be a zipline and that airbags are installed underneath the zipline. He explained that there is a short distance from the zipline to the airbags.
- <u>Commissioner Bumbales</u> asked about the total number of Sky Zone locations and where the closest location is. Mr. Binkings responded that there are one hundred sixty-six locations and that there is a Sky Zone in Deerfield and Lincoln Park. Staff added that they have locations in Elmhurst and Schaumburg. Commissioner Bumbales then inquired about licensing. Mr. Binkings explained that all attractions are reviewed and licensed by the state.
- <u>Chair Patrician</u> asked if any locations have had to be shut down. Mr. Binkings responded that he did not know. Chair Patrician then asked about their average length of tenure. Mr. Binkings responded that they have a ten-year lease for the Subject Property. He explained that a park is more likely to shut down for lack of business than for any other issue. Chair Patrician asked for clarification on the proposed exterior improvements. Mr. Binkings responded that new awnings and a wall sign that meets code will be installed.

- <u>Commissioner Bumbales</u> inquired about construction time. Mr. Binkings responded that the total construction time is around fourteen weeks long and that the building permit application is under review with the Village.
- <u>Chair Patrician</u> opened the Public Comment portion of the Public Hearing.
- William Lambe, 14 Rose Hill Court, stated that he resides in one of the townhomes behind the Subject Property and is concerned with increased traffic, specifically buses, on Stonegate Road.
- <u>Director Knapp</u> explained that the Subject Property has two Randall Road access points, a right-in/right-out and a full traffic signal.
- <u>Chair Patrician</u> asked Mr. Binkings if buses are typically used to drop off patrons. Mr. Binkings responded no. Chair Patrician asked Mr. Lambe for further clarification on his concern. Mr. Lambe explained that he is mostly concerned with commercial vehicle and bus traffic through the townhome subdivision. Commissioner Rasek shared that he believes vehicles will primarily use Randall Road to access the Subject Property. Director Knapp added that Stonegate Road and Grandview Drive are collector roads designed to handle traffic.
- <u>Chair Patrician</u> closed the Public Comment portion of the Public Hearing.
- <u>Commissioner Laipert</u> asked about reservations. Mr. Binkings responded that there are both reservations and walk-ins.
- <u>Chair Patrician</u> asked if children were allowed to do flips. Mr. Binkings responded that only certain flips are allowed.
- <u>Chair Patrician</u> asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Szpekowski to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit to allow a Specialty Recreation Facility, at 2471 South Randall Road, subject to the conditions as outlined in the staff report for case PZ-2025-04 dated April 10, 2025. The motion carried with a 7-0 vote.

New/Old Business

Community Development Report

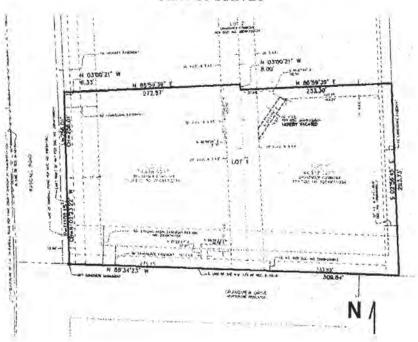
<u>Director Patrick Knapp</u> provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

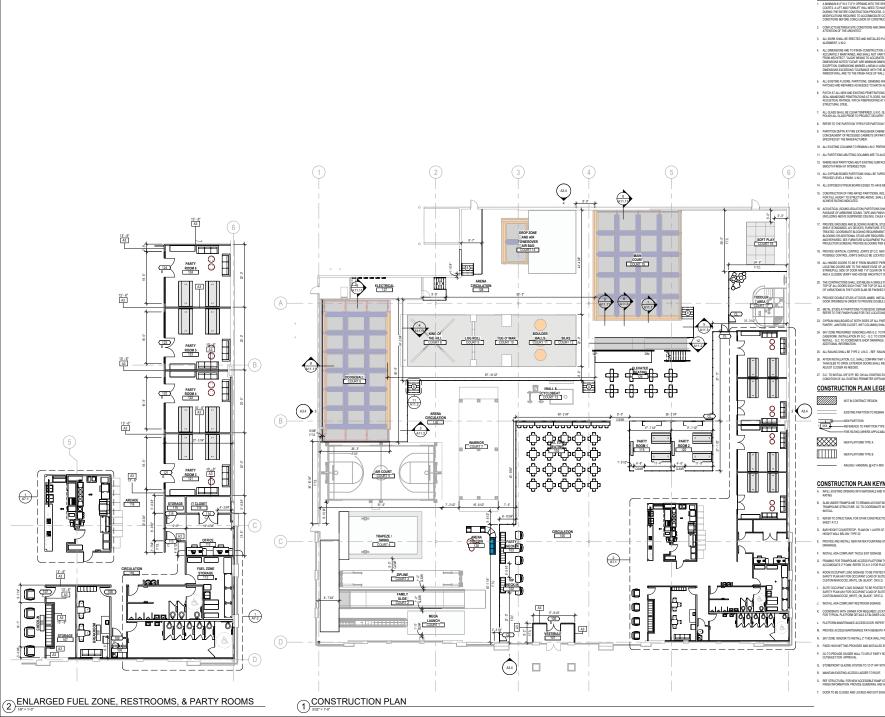
Adjournment

<u>Chair Patrician</u> asked for a motion to adjourn. A motion was made by <u>Commissioner Szpekowski</u> and seconded by <u>Commissioner Bumbales</u>. The motion carried on a 7-0 vote. The meeting was adjourned at 9:36 P.M.

Minutes signed by:		
	Stephanie Barajas, Planner	

PLAT OF SURVEY





CONSTRUCTION PLAN GENERAL NOTES:

- . ALL GLASS SHALL BE CLEAR TEMPERED, U.N.O. GLAZING POLISH ALL GLASS PRIOR TO PROJECT DELIVERY.

- 11. ALL PARTITIONS ABUTTING COLUMNS ARE TO ALIGN WITH THE FACE OF THE COLUMN, U.N.O.

- METAL STUDS AT PARTITIONS TO RECEIVE CERAMIC TILE ARE TO BE 20 GAGE (MIN) (§ 16" O.C. (MAX). REFER TO THE FINISH PLANS FOR TILE LOCATIONS.

CONSTRUCTION PLAN LEGEND:

DOOR NUMBER

CONSTRUCTION PLAN KEYNOTES:

- SLITE OCCUPANT LOAD SIGNAGE TO BE POSTED PER LOCAL CODE REQI SAFETY PLAN AN FOR OCCUPANT LOAD OF SUITE. SIGNAGE TO BE COM CUSTOM-MAXOCCOZ, WHITE, ON, BLACK*, OR E.Q.
- J. INSTALL ADA-COMPLIANT RESTROOM SIGNAGE
- K. COORDINATE WITH OWNER FOR REQUIRED LOCATIONS OF AIRBAG BLOWERS, REFER TO SHEET AT FOR TYPICAL PLATFORM DETAILS AT BLOWER LOCATIONS ADJACENT TO PLATFORMS.
- L. PLATFORM MAINTENANCE ACCESS DOOR, REFER TO DOOR SCHEDULE FOR DETAILS

- R. MAINTAIN EXISTING ACCESS LADDER TO ROOF.

pb2 architecture +engineering

2471 RANDALL RD. ALGONQUIN, IL

SKY ZONE ALGONQUIN

SSUANCE #1 02:28:2025





CONSTRUCTION PLAN

A1.1



Village of Algonquin

2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M. Knapp, AICP, Director

Stephanie Barajas, Planner

DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Request to Approve a Final Planned

Development and Issue a Special Use Permit to allow a Drive-

Through for 7 Brew Coffee at 235 South Randall Road

ACTION REQUESTED:

Bob Gage of Who Brew LLC, the "Petitioner", submitted a Development Petition requesting approval of a Final Planned Development and the issuance of a Special Use Permit to allow a Drive-Through, the "Request," for a drive-through only coffee restaurant to be constructed at 235 South Randall Road, the "Subject Property".

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the April 14, 2025, Planning and Zoning Commission Meeting.

There was no public comment. After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval of a Final Planned Development and for the issuance of a Special Use Permit to allow a Drive-Through, as outlined in the staff report for case PZ-2024-26.

DISCUSSION:

The Petitioner submitted revised plans after the Planning & Zoning Commission meeting in response to staff's review comments. The conditions have been updated to reflect the revised plans.

Specific details about this development can be found in the Planning & Zoning Staff Report attached as "Exhibit A"

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Final Planned Development and for the issuance of a Special Use Permit to allow a

Drive-Through to be constructed at 235 South Randall Road, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2024-26, subject to the following conditions and final approval of all plans by staff:

- a. The Engineering & Site Plan, as prepared by Toth and Associates, and last revised May 7, 2025. The parking lot capacity shall be evaluated one year after the issuance of a Final Certificate of Occupancy by Village Staff. If deemed necessary by Village Staff, the parking lot shall be expanded within 6 months to accommodate the necessary parking stalls if staff parking cannot be accommodated on the site or if the building is ever altered to allow customers to walk up to order and/or dine on-site;
- b. The Landscape Plan, as prepared by Toth and Associates, and last revised March 25, 2025;
- c. The Sign Plan, as prepared by Pattison ID, and last revised May 5, 2025. The proposed signs shall conform to the height and size requirements of the Village's Sign Code. At least one wall sign shall be dimensional. The monument sign shall be constructed with two different colors of full-depth brick, stone, or similar material that is consistent with the building construction and shall include a decorative stone cap. No tube lighting is allowed on the monument sign. The two digital display panels installed on the drive-through canopy columns shall be limited to displaying static images and restaurant menu content only. The displays shall not include any video, animation, flashing images, or other advertisements. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A banner can be placed on the building after a sign permit is issued and the banner is subject to the regulations outlined in the sign code;
- d. The Photometric Plan, as prepared by veritas architecture + design, and last revised February 7, 2025. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require a change if deemed inappropriate light levels;
- e. The 728 square-foot building and trash enclosure shall be constructed with full-face brick (Glen Gery Chateau Brown) and a full-face brick base (Hebron Onyx Ironspot) on all exterior elevations, with the exception of the beige fiber cement siding on the second-story east elevation. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy, or poles. The outside speaker system shall not be audible beyond the Subject Property;
- f. The Overflow Traffic Letter and Exhibit, as prepared by Toth and Associates, and last revised May 7, 2025. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary;
- g. Outdoor displays, storage, and/or sales, including ice boxes and serving carts, shall be prohibited. All cones shall be stored inside the building when not in use.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2024-26
- Exhibit B. Standards & Findings of Fact
- Exhibit C. DRAFT April 14, 2025, Planning & Zoning Commission Minutes
- Exhibit D. ALTA/NSPS Land Title Survey
- Exhibit E. Engineering and Site Plan
- Exhibit F. Architectural Plans
- Exhibit G. Landscape Plan
- Exhibit H. Photometric Plan
- Exhibit I. Sign Plan
- Exhibit J. Overflow Traffic Letter & Exhibit

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP Stephanie Barajas

Director of Community Development Planner

CASE NUMBER:	PZ-2024-26
MEMO DATE:	April 10, 2025
PUBLIC HEARING DATE:	April 14, 2025
PROPERTY ADDRESS/LOCATION:	235 South Randall Road
APPLICANT/PROPERTY OWNER:	Bob Gage, Who Brew LLC/ RPA Outlot 4, LLC

REQUEST SUMMARY

Bob Gage of Who Brew LLC, the "Petitioner," applied for approval of a Final Planned Development and issuance of a Special Use Permit to allow a Drive-Through for 7 Brew Coffee located at 235 South Randall Road, referred to herein as the "Subject Property." Their proposal includes a freestanding single-story building and site improvements such as a two-lane drive-through with a bypass lane, a parking lot, outdoor lighting, and landscaping.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner's request, subject to the conditions and plans listed in the report, as the request conforms to the Village's Comprehensive Plan and Future Land Use Map.





Existing Zoning:	B-2 Busin	ess, General Retail	Existing Land Use:	Vacant
Proposed Land Use:	Drive-Through Coffee Restaurant		Future Land Use Plan Designation:	Retail
Surrounding	North:	B-2 Business, General Retail – Bank		
Zoning	East:	B-2 Business, General Retail – Shopping Center B-2 Business, General Retail – Quick Service Restaurant		
&	South:			
Land Use	West:	B-2 Business, General Retail – Shopping Center		



DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

Bob Gage of Who Brew LLC, the "Petitioner," applied for approval of a Final Planned Development and issuance of a Special Use Permit to allow a Drive-Through for 7 Brew Coffee located at 235 South Randall Road, referred to herein as the "Subject Property." 7 Brew Coffee is a drive-through only coffee restaurant that is open from 5:30 am to 10:00 pm. The development will include a freestanding single-story restaurant and site improvements that include a two-lane drive-through with a bypass lane, an employee parking lot, outdoor lighting, and landscaping.

Property History

The Subject Property was annexed as part of Ordinance 1989-O-05 An Ordinance Approving and Authorizing the Execution of the First Amendment to the Annexation Agreement on Property Commonly Known As "The Kaper Property" in the Village of Algonquin, then was subdivided in Ordinance 1989-O-08 An Ordinance Approving and Authorizing the Execution of the Preliminary Final Plats for Kaper's East Subdivision in the Village of Algonquin, McHenry County, Illinois, then was approved as a final planned development in Ordinance 2002-O-59 An Ordinance Approving the Final Planned Development For A 5,160 Square Foot Restaurant On Lot 4 of Kaper's East Subdivision (International House Of Pancakes), and was most recently approved as a final planned development in Ordinance 2018-O-12 An Ordinance Approving A Final Planned Unit Development For A 5,000-Square Foot Oberweis Dairy Restaurant Building and Special Use Permit For Drive-Through and Outdoor Seating on Lot 4 in Kaper's East Subdivision. Note that the two approved Final PUDs did not move forward with construction and have expired.

Site Plan

The Subject Property includes ten (10) employee parking stalls, one of which is ADA accessible, exceeding the Village requirement by two (2) parking stalls. As a drive-through only facility, the Petitioner has stated that additional parking will not be needed. However, staff is recommending a condition to require additional parking to be built if needed, based on the popularity of recently opened locations in the area, and if customer seating and/or a walk-up window is added to the building in the future. This requirement for adding parking will be applicable one year after the Final Certificate of Occupancy is issued.

There are two one-way access points to the Subject Property off a private frontage road; the north access point is the entrance and the south access point is the exit. The drive-through provides a dual-lane design that is approximately one hundred fifty feet (150') long and can queue up to twenty (20) vehicles. The Petitioner submitted an exhibit and plan for stacking and traffic control in anticipation of the grand opening traffic and other future promotions. In addition, staff is recommending a condition that the stacking cannot occur on public roadways.

A sidewalk connection will be included on the east side of the Subject Property. This will connect the building to the multi-use path along the east side of Randall Road.

In place of a small stormwater detention accommodation, staff has requested a stormwater fee-in-lieu.

Landscaping and Lighting Plan

The landscape plan for the Subject Property includes a mix of shrubs and trees along the perimeter of the Subject Property, around the parking lot, and in areas close to the building. The Petitioner has noted that the installation

PZ-2024-26: 7 Brew (Final PUD & SUP)
Planning & Zoning Commission Meeting – April 14, 2025

of foundation landscaping is not possible due to the manufacturer's construction requirement of two (2) feet of concrete surrounding the building.

The parking lot and drive-through will have four twenty (20') foot, dark bronze colored LED light poles and twenty-six (26) LED canopy lights. Staff recommends adding a condition that the lighting meets the Village's Dark Sky requirements, which requires all lights to be downcast and limits lighting spills onto adjacent property.

Building Elevations

The 728-square-foot building consists of a 510-square-foot restaurant and a 218-square-foot attached walk-in cooler. The exterior of the building will be constructed with full-depth reddish-brown (Glen Gery Chateau Brown) and brownish-black (Glen Gery Iberia Black) brick and a blue metal canopy and roof. The building will include a thirty-six-inch (36") brownish-black brick base on the north, south, and west elevations and on the entire east elevation of the building.

There will be a canopy over the drive-through lanes on the south side of the building and the sidewalk on the north side of the building. The canopy will be supported by brownish-black brick columns to match the building. The canopy and the architectural feature on the roof of the building will be constructed with a royal blue, low-sheen metal.

Both the walk-in cooler and the sprinkler room are attached to the building, but can only be accessed from the exterior. There is a mechanical access room above the ground floor that can only be accessed through the interior of the building through an access hatch and ladder. The material outside of the mechanical access room on the east elevation will be a beige architectural cement board siding.

Sign Plan

The proposed signage for 7 Brew includes two (2) wall signs, two (2) directional signs, and one (1) monument sign. The proposed principal wall sign on the west elevation will be an internally illuminated channel letter logo. The proposed secondary wall sign on the east elevation will be an internally illuminated logo. The directional signs will be black and shall meet the size requirements of the code. The proposed monument sign will be adjacent to Randall Road and the adjacent landscaping will meet code. The material of the sign was changed in the latest revision to the fiber cement siding that will be used in the rear of the building. Staff recommends a condition to require the monument sign to be constructed with the same full-depth brick and masonry to match the proposed building, as was previously related to the Petitioner.

In addition to the signage, the Petitioner proposes the installation of two (2) digital display panels mounted on the drive-through canopy columns located on the south elevation of the building. To ensure consistency with the intended use and minimize potential visual distractions, staff recommends a condition that restricts the digital displays to static images and restaurant menu content only, with no video, animation, or other advertising permitted.

Next Steps

This request will be discussed at the Committee of the Whole and will then go to the Village Board for approval.

FINDINGS OF FACT

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit "A" and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner's request.

STAFF RECOMMENDATION

Staff recommends approval of a Final Planned Development and issuance of a Special Use Permit to allow a Drive-Through for 7 Brew Coffee located at 235 South Randall Road, referred to herein as the "Subject Property," consistent with the findings of fact outlined in Exhibit "A," and subject to the plans and conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend <u>approval</u> of the following motion:

- 1. "To adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Special Use Permit to allow a Drive-Through for 7 Brew Coffee located at 235 South Randall Road, referred to herein as the "Subject Property," as outlined in the staff report for case PZ-2024-26 dated April 10, 2025, subject to the following conditions and final staff approval:
 - a. The Engineering & Site Plan, as prepared by Toth and Associates, and last revised March 25, 2025. The parking lot capacity shall be evaluated one year after the issuance of a Final Certificate of Occupancy. If deemed necessary, the parking lot shall be expanded to accommodate the necessary parking stalls if staff parking cannot be accommodated on the site or if the use is altered to allow customers to walk up to the window and/or dine on-site;
 - b. The Landscape Plan, as prepared by Toth and Associates, and last revised March 25, 2025;
 - c. The Sign Plan, as prepared by Sign Resource, and last revised March 21, 2024. The proposed signs shall conform to the height and size requirements of the Village's Sign Code. At least one wall sign shall be dimensional. The monument sign shall be constructed with two different colors of full-depth brick, stone, or similar material that is consistent with the building construction and shall include a decorative stone cap. No tube lighting is allowed on the monument sign. The two digital display panels installed on the drive-through canopy columns shall be limited to displaying static images and restaurant menu content only. The displays shall not include any video, animation, flashing images, or other advertisements. The following signs shall be prohibited at all times: inflatable signs, flags, pennants, or any other temporary or portable signs. A banner can be placed on the building after a sign permit is issued and the banner is subject to the regulations outlined in the sign code;
 - d. The Photometric Plan, as prepared by veritas architecture + design, and last revised February 7, 2025. Light levels shall be compliant with the Village's Dark Sky Requirements. Village Staff shall have the right to review light levels and require a change if deemed inappropriate light levels;
 - e. The 728 square-foot building and trash enclosure shall be constructed with full-face brick (Glen Gery Chateau Brown) and a full-face brick base (Glen Gery Iberia Black) on all exterior elevations, with the exception of the beige fiber cement siding on the second-story east elevation. EIFS shall not be used in place of the stone. No tube lighting is allowed on the building, canopy, or poles. The outside speaker system shall not be audible beyond the Subject Property;

- f. The Overflow Traffic Letter and Exhibit, as prepared by Toth and Associates, and last revised March 25, 2025. The plan is subject to review and approval by Village Staff. Village Staff has the right to require modifications to the plan as necessary;
- g. Outdoor displays, storage, and/or sales, including ice boxes and serving carts, shall be prohibited. All cones shall be stored inside of the building when not in use."

I concur:

Patrick M Knapp, AICP

Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact
- Exhibit B. ALTA/NSPS Land Title Survey
- Exhibit C. Engineering and Site Plan
- Exhibit D. Architectural Plans
- Exhibit E. Landscape Plan
- Exhibit F. Photometric Plan
- Exhibit G. Sign Plan
- Exhibit H. Overflow Traffic Letter & Exhibit

EXHIBIT A – STANDARDS & FINDINGS OF FACT

Planned Development Standards – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

- 1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
- 2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
- 3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
 - a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
 - b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
 - c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein:
 - d. That the use exceptions allowed are on file in the Community Development Department;
- 4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
- 5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
- 6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
- 7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

Petitioner Response:

- 1. Does not apply.
- 2. Does not apply.
- 3. Does not apply.
- 4. All required parking is within the limits of the development.
- 5. Does not apply.
- 6. Does not apply.
- 7. Noted, all landscaping requirements have been included and noted on the landscape plan as part of the permit submittal.

Staff Response:

The new drive-through coffee restaurant will conform to bulk requirements and allowed uses in the B-2 zoning district regulations, the amount of off-street parking provided for the overall development is adequate, the development adheres to the Village's Comprehensive Plan and Future Land Use Plan, the building meets the Village's and the PUD's design standards, and the development will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following requirements:

- 1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- 2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- 3. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Petitioner Response:

- 1. The proposed use is a desirable service and will contribute to the general welfare of the community.
- 2. The proposed use will not be detrimental to the health, safety, morals, or general welfare of persons residing in the vicinity or injurious to property values or improvements in the vicinity. This is a value add to the community.
- 3. The proposed development will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Staff Response:

The proposed drive-through coffee restaurant use is appropriate and desirable in this location and will be compatible with both the Comprehensive Plan designation and surrounding uses.



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

(847) 658-2700 | permits@algonquin.org | www.algonquin.org 2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

APRIL 14, 2025

Roll Call Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Neuhalfen
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Member absent: None

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

Public Comment

<u>Chair Patrician</u> asked for public comments. There was no public comment.

Approval of Minutes

<u>Chair Patrician</u> asked for approval of the March 10, 2025, Planning and Zoning Commission minutes. A motion was made by <u>Commissioner Rasek</u> and seconded by <u>Commissioner Szpekowski</u> to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ Consideration of a Request to Approve a Final PUD and Issue a Special Use Permit to allo a Drive Through for Bre Coffee

<u>Planner Barajas</u> confirmed that the Public Notice requirement was fulfilled.

- <u>Brian Thomas</u>, the Petitioner, gave a digital presentation to the Planning & Zoning Commission requesting a recommendation of approval.
- <u>Planner Barajas</u> gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.
- <u>Commissioner Szpekowski</u> asked for clarification on the location of the Subject Property. Planner Barajas provided clarification.
- <u>Commissioner Rasek</u> asked how long the wait is and if there is a separate waiting area for vehicles.

 The Petitioner responded that customers typically get their order approximately four minutes after ordering and that a separate waiting area is not normally needed based on operations.
- Commissioner Neuhalfen asked for clarification on deliveries to the restaurant. The Petitioner responded that box trucks are used for deliveries and that deliveries are scheduled for when the restaurant is closed. Commissioner Neuhalfen then asked about access to the attached cooler. The Petitioner responded that the cooler is accessed from the outside and that the outdoor canopies are heated during the winter. The commissioner then asked if there will be a bicycle lane for ordering for the younger customers. The Petitioner responded no.
- Commissioner Laipert asked about the order process. The Petitioner explained that employees walk under the large canopy to the vehicles in the drive-through to take their order on an iPad and use the side door to walk orders to the vehicles. He added that online ordering is not accepted. Commissioner Laipert then asked about hours of operation. The Petitioner responded that they are open from 5:30 am to 10:00 pm, from Sunday through Thursday, and from 5:30 am to 11:00 pm on Fridays and Saturdays.
- Chair Patrician asked for clarification on the purpose of the exterior cooler. The Petitioner responded that this is due to the building being built off-site and that an interior connection between the cooler and the building is a manufacturing constraint. He further explained that the cooler is used for the storage of bulk items and is typically accessed once a day. He added that the typical construction time is three months. Chair Patrician then asked for clarification on the purpose of the two-foot-wide concrete perimeter around the building and how the building will look without foundation landscaping. The Petitioner explained that this is required due to construction requirements. Chair Patrician then asked about the trash enclosure. The Petitioner confirmed the location of the trash enclosure and that it will be screened with landscaping. He added that the enclosure doors are solid.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

<u>Chair Patrician</u> asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Neuhalfen to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend the approval of a Final Planned Development and the issuance of a Special Use Permit to allow a Drive-Through, at 235 South Randall Road, subject to the conditions as outlined in the staff report for case PZ-2024-26 dated April 10, 2025. The motion carried with a 7-0 vote.



Ne /Old Business

Community Development Report

<u>Director Patrick Knapp</u> provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

Adjournment

<u>Chair Patrician</u> asked for a motion to adjourn. A motion was made by <u>Commissioner Szpekowski</u> and seconded by <u>Commissioner Bumbales</u>. The motion carried on a 7-0 vote. The meeting was adjourned at 9:36 P.M.

Minutes signed by:		
	Stephanie Barajas, Planner	

7 Brew - Link to full packet information including plan sets



Village of Algonquin

2200 Harnish Drive, Algonquin, IL (847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: May 13, 2025

SUBMITTED BY: Patrick M. Knapp, AICP, Director

DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Request to Approve an Ordinance Authorizing

the Execution of an Intergovernmental Agreement between Kane

County and the Village

ACTION REQUESTED:

As part of the construction of the stormwater management facilities in the Algonquin Meadows Subdivision, the "Subject Property", Kane County agreed to transfer a previously constructed Longmeadow Parkway stormwater management facility at the southeast corner of the Subject Property to the Village. This existing stormwater management facility will be combined with a new larger naturalized facility by the developer of Algonquin Meadows. This creates a more efficient and functional stormwater management network that will eventually be owned and maintained by the Village.

This design was approved with the full approval of the Algonquin Meadows Subdivision. This requested action will complete the transfer of Kane County ROW to the Village through a Plat of Dedication.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of the Intergovernmental Agreement and attached Exhibits.

ATTACHMENTS:

- Exhibit: Intergovernmental Agreement Between the County of Kane and the Village of Algonquin along with the following with the following Exhibits:
 - o Exhibit "A" County Facility Depiction
 - o Exhibit "B" Project Plan Sheet
 - o Exhibit "C" Developer's Real Estate
 - o Exhibit "D" Basin Right Of Way
 - o Exhibit "E" KDOT Right Of Way Use Permit
 - o Exhibit "F" Quit Claim Deed County To Village
 - o Exhibit "G" Permanent Access Easement Village To County

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND THE VILLAGE OF ALGONQUIN

This Agreement is entered into this	_ day of June 2025, by and between the
COUNTY OF KANE, a body corporate and	politic of the State of Illinois, hereinafter
referred to as the "County", and the VILLAGE	E of ALGONQUIN a municipal corporation
of the State of Illinois, hereinafter referred to a	as the "Village". The County and the Village
are hereinafter sometimes collectively referre	ed to as the "Parties" and each individually
sometimes referred to as a "Party".	

WITNESSETH:

WHEREAS, A storm water management facility has been previously constructed by the County within its County Highway No. 86 (hereinafter "Longmeadow Parkway") highway right of way near and approximately 2000 feet east of the north east corner of the intersection of Kane County Highway No. 34, (hereinafter "Randall Road") and Longmeadow Parkway in Algonquin, Illinois as depicted in Exhibit "A" to service the storm water requirements of Randall Road and Longmeadow Parkway (hereinafter the "County Facility"). The County Facility, which was designed in accordance with the Kane County Storm Water Ordinance effective 2002, has 18.89 acre-feet of storm water capacity; and

WHEREAS, CalAtlantic Group, LLC (hereinafter the "Developer") is planning to construct its proposed Algonquin Meadows Subdivision (hereinafter the "Subdivision"), in or near the northeast quadrant of the intersection of Randall Road and Longmeadow Parkway, which Subdivision will require certain storm water control facilities; and

WHEREAS, the Village, in order to facilitate the management of storm water within its boundaries, desires the Developer to design and construct storm water facilities required by the Subdivision (hereinafter the "storm water facilities") which storm water facilities will include and incorporate and otherwise provide for therein the pre-existing capacity of the County Facility, near the north east corner of the intersection of Randall Road and Longmeadow Parkway within the Village; and

WHEREAS, in conjunction with the design and construction of the Subdivision, the Village shall cause the Developer to make the following improvements:

Perform engineering, preliminary and final design, acquisition of needed real estate, and construction and construction inspection of a storm water basin near the intersection of Randall Road and Longmeadow Parkway for the proposed Subdivision within the limits of the Village of Algonquin and the boundaries of the County of Kane (hereinafter referred to as the "Project"), with a minimum capacity of 45.81 acre feet, which minimum capacity shall include the 18.89 acre feet storm water capacity of the County

Facility aforementioned, and all other work appurtenant thereto and necessary therefor to complete the Project in accordance with the approved plans as set forth in the "Final Engineering Plans for Algonquin Meadows Residential Community", prepared by Mackie Consultants, LLC, revised November 25, 2024 (hereinafter the "Plans") as depicted in Exhibit "B", which is incorporated herein by reference and made a part hereof;

and

WHEREAS, the Village shall cause to be conveyed to it, upon the completion of the Project, the real estate upon which the Project is constructed and which is legally described on Exhibit "C", which real estate will contain the Subdivision's required storm water basin as is identified in the Project's Plans, (hereinafter the "Developer Real Estate").

WHEREAS, as a part of the Project, the Village desires certain real property be conveyed by the County to the Village (hereinafter the "Basin Right of Way") as described in Exhibit "D" which Basin Right of Way includes the aforementioned County Facility and which Basin Right of Way is critical to the completion of the Project as depicted in the Plans; and

WHEREAS, for the purposes of this Agreement the Developer's Real Estate and the Basin Right of Way is hereinafter collectively referred to as the "Project Real Estate;" and

WHEREAS, the Parties, by this Agreement, desire to memorialize their respective responsibilities toward permitting, engineering, real property acquisition, construction, construction engineering, funding, and maintenance along with other aspects of the Project: and

WHEREAS, the County, by virtue of its powers as set forth in the Illinois Highway Code 5/5-101 et seq. is authorized and the Village by virtue of its home-rule powers and as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1, et seq., is authorized to enter into this Agreement.

WHEREAS, The Parties are also authorized to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto mutually, covenant, agree, and bind themselves as follows; to wit:

I. ENGINEERING

A. The Village shall cause preliminary and design engineering, finalization of the contract plans and necessary surveys for the Project by the Developer.

- **B.** The Parties acknowledge and agree that the County shall have the right to review the Plans as they affect the County's right of way, Basin Right of Way, the County Facility, and the County Facility storm water capacity.
- C. The Village agrees to cause the Project to be constructed in accordance with the Plans which shall include but not be limited to a required volume of 45.81 acrefeet (which acre feet includes the County Facility's 18.89-acre feet of storm water storage). The Parties acknowledge and agree that the Projects 45.81-acre feet of storm water capacity was calculated pursuant to the 2019 Version of the Kane County Storm Water Ordinance.
- **D.** The County shall have the right to review, comment on the design engineering of the Project and particularly the Developer's required storm water basin and shall have the right to approve the design for the incorporation of the County Facility storm water storage volume of 18.89 acre feet as incorporated in the Plans for the Project by the Village and the Developer.
- E. The Village shall require the Developer have overall Project responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for the Project, are secured by the Developer in support of general Project schedules and deadlines. The Parties hereto agree to cooperate insofar as their individual jurisdictional authority allows with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

II. UTILITY RELOCATION

- A. The County agrees to make arrangements for, and when warranted, issue to the Village and/or the Developer all required County permits upon receipt of completed and approval of applications for the permits for the Project and cooperate with necessary relocation and adjustments to any existing County utility facilities located within existing right of way where any improvements to County highways are proposed by the Village to be done in conjunction with the Project. Design, construction engineering and construction of adjustments for and relocation of any County facilities shall be at the sole expense of the Village or its Developer and at no expense to the County.
- **B.** At all locations where private or public utility facilities (other than County utility facilities) are located in County right of way, which are to be adjusted due to work proposed by the Village or its Developer for the Project, the County agrees to cooperate with the Village in making arrangements with the applicable

private or public utilities and issue all necessary County permits for the requisite adjustment(s) upon receipt of a completed and subsequently approval of permit applications therefor at no cost to the County.

III. ISSUANCE OF RIGHT OF WAY USE PERMIT AND CONVEYANCE OF RIGHT OF WAY

- **A.** Upon approval and execution of this Agreement by the Parties, and upon receipt of a completed and subsequently approved Kane County Division of Transportation (KDOT) Right of Way Use Permit, (hereinafter the ("Right of Way Use Permit.") the County shall grant to the Village and its agents a Right of Way Use Permit for the purposes of the design, construction and maintenance of the Project. Said Right of Way Use Permit shall be in generally the same form and substance as set forth in Exhibit "E" which is attached hereto and incorporated herein,
- **B.** Upon the completion of the construction, acceptance by the Village, the successful operation of the Project, and contingent upon the satisfaction of, and the written approval by the Kane County Engineer which approval shall not be unreasonably withheld, the County shall convey to the Village by Quit Claim Deed in the same form and substance as set forth in Exhibit "F" the Basin Right of Way.
- C. In conjunction with the conveyance of the Basin Right of Way to the Village by the County, the Village shall concurrently grant and convey to the County a Permanent Easement on, over, under, upon and through the Project Real Estate from Longmeadow Parkway and every other public way adjacent to said Project Real Estate for the purposes of access to, and maintenance and improvement of the Project as set forth in Exhibit "G".
- **D.** The Village shall complete or has caused to be completed all survey work and preparation of all parcel plats and legal descriptions for all real estate (both permanent and temporary) necessary for the construction of the Project pursuant to the Plans;
- **E.** Except for the Basin Right of Way, all real estate acquired for construction of the Project or for other improvements associated with or to be maintained by the Village has been acquired in the name of the Village by the Village at the expense of the Village.

IV. CONSTRUCTION

A. The Village agrees to cause the Developer to construct the Project in accordance with the Plans.

- **B.** The County may at its option provide construction engineering inspections during construction of the Project to ensure the Project is constructed in accordance with the Plans and associated specifications as set forth in the Plans.
- C. After award of the construction contract, or prior to or during the construction of the Project, any proposed changes to the Plans shall be submitted to the County for approval prior to commencing any change work. The County shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change(s) to the Plans and associated specifications are not acceptable, the County shall detail in writing its specific objections. If the Village receives no written response from the County within ten (10) calendar days after delivery to the County of the proposed change(s), the proposed change shall be deemed approved by the County. Any dispute concerning the County's storm water drainage plans and specifications shall be resolved in accordance with Section VII (G) of this Agreement.
- **D.** The Village shall require its contractor(s) working within the County's right of ways (including the Basin Right of Way) to comply with the indemnification provisions contained in the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation (most recent edition). As provided for therein, the County shall be named additional insured on all required certificates of insurance.
- E. The Village, on its own behalf and on the behalf of any entity or individual working on behalf of the Village pursuant to this Agreement, to the extent allowable by law, agrees to defend, indemnify, and hold harmless the County and its elected officials, employees, and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees incurred by the County with respect to, any claim arising out of or relating to bodily injury, including death, or property damage caused by the Village or its contractors', employees', agents', or representatives' acts or omissions in the performance of the Village's obligations pursuant to this Agreement.
- **F.** The County, on its own behalf and on the behalf of any entity working on behalf of the County pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the Village and its officers, directors, employees, and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees incurred by the Village with respect to, any claim arising out of or relating to bodily injury, including death, or property damage caused by the County or its employees', agents', or representatives' acts or omissions in the performance of the County's obligations pursuant to this Agreement.
- **G.** Notices required to be delivered by the Parties pursuant to this Agreement shall be delivered as indicated in Section VII, M of this Agreement.

- H. No inspections or approvals of the Project Plans or work by the County or its elected officials, employees, contractors, representatives, or agents shall relieve the Village or the Village's contractor(s) or agents of responsibility and liability for the proper performance of the work as determined by the Village. Village inspections and approvals shall not be considered a waiver of any right the County may have pursuant to this Agreement. All County communications and correspondence with the Villages contractor(s) or relating to the Project contract shall be through the Village, unless otherwise specifically approved by the Public Works Director of the Village. In the event the County discovers County related work that is not being performed or has not been performed in accordance with the Plans, the County shall promptly notify in writing the Public Works Director of the Village or his duly designated representative.
- I. Notwithstanding any provision hereinbefore set forth to the contrary, the County shall have the unrestricted right to observe, monitor and object to any construction technique or method employed by a contractor which fails to comply with the Plans or the Project contract. Any deviation from the Plans or Project contract shall be reported to the Village which shall immediately take appropriate corrective action.

V. FINANCIAL

- **A.** Except as otherwise identified herein, the Village shall cause to be paid all Project related costs, including engineering, Project Real Estate, construction, engineering and construction costs. The County shall have no responsibility for any costs. fees, charges, or expenses arising therefrom.
- **B.** The Village shall maintain or caused to be maintained, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents in conjunction with this Agreement.

V. MAINTENANCE - RESPONSIBILITIES

- **A.** The County shall continue to have exclusive maintenance jurisdiction of Kane County Highway No. 34 (also known as Randall Road) and Kane County Highway No. 86 (also known as Longmeadow Parkway) in their entirety.
- **B.** After the completion of the Project, the Village shall maintain or cause to be maintained the Project located within the Project Real Estate and shall be solely responsible for all the costs thereof and otherwise associated therewith without any cost or expense to the County. Said maintenance by the Village shall address, preserve and guarantee the County's stormwater drainage requirements as provided aforesaid, (18.89 acre-feet of storm water capacity). In the event the Village does not, at any time, maintain the Project, or if the County's storm

water drainage capacity (18.89 acre-feet) is, in the opinion of the County's County Engineer, diminished or otherwise not available in whole or in part to the County, the County at its option may enter upon the Developer's Real Estate and perform any maintenance or other work that in the opinion of the County Engineer is necessary to eliminate said drainage issue(s) and restore the County storm drainage capacity. The cost and expense of any such work by the County or its agents shall be reimbursed by the Village to the County within sixty days after receipt of any invoice therefore from the County to the Village.

- C. After completion of the Project, the Village shall not, except in the case of a bona fide emergency, conduct any Village activity within the highway right of way of the County (including Longmeadow Parkway) without a permit duly applied for by the Village from the County and after review and approval thereof subsequently issued in writing by the County. The provisions of the Kane County Division of Transportation Permit Regulations and Access Control Regulations, as amended from time to time, shall apply to any such County permit.
- **D.** All items of construction for the Project, which are stipulated in this Agreement to be maintained by the Village, shall upon completion of construction and final inspection be the sole maintenance responsibility of the Village.
- **E.** After the completion of the Project, the Village shall not make or permit any changes to the Project without the written approval of the County.

VII. GENERAL PROVISIONS

- **A.** It is understood and agreed that this is an intergovernmental agreement between the County and the Village .
- **B.** Unless specified herein otherwise, it is understood and agreed by the Parties that the County has and shall retain jurisdiction of Randall Road and Longmeadow Parkway. For the purpose of this Agreement, jurisdiction shall mean the authority pursuant to a duly issued County permit and obligation to administer, control, construct, maintain, and operate.
- C. This Agreement does not, unless specifically provided for herein, grant to the Village any easement or right on, or convey any ownership interest in the right of way of Randall Road and/or Longmeadow Parkway nor does this Agreement modify any access to Longmeadow Parkway which shall conform to the 2/16/16 Intergovernmental Agreement between the Parties.
- **D.** Any use of County's highway right of way and Basin Right of Way permitted hereunder is effective only in so far as the County's jurisdiction there over or fee simple ownership thereof. This Agreement does not presume to grant any

consent or privilege over any part of any highway right of way or Basin Right of Way, which may be under the control of some other jurisdiction, body, entity, or person; nor does it release the Village from compliance with any of the provisions of any laws or statutes relating thereto.

- **E.** Wherever in this Agreement approval or review by any Party hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- **F.** Not later than fourteen (14) calendar days after execution of this Agreement each Party shall designate in writing a representative who shall serve as the full-time representative of the said Party during the construction of the Project. Each representative shall have authority, on behalf of such Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other Party.
- **G.** In the event of a dispute between the Parties in the carrying out of the terms of this Agreement, the Director of Transportation/County Engineer of the County and the Public Works Director of the Village shall meet and resolve the issue.
- **H.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This Agreement may only be modified by written amendment hereof approved by the respective governing boards of the Parties and executed by duly an authorized representative of each Party.
- **J.** This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work for the Project contemplated herein is not awarded within four (4) years subsequent to the date of execution of this Agreement.
- **K.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns.
- L. The laws of the State of Illinois shall apply to this Agreement, and, in the event of litigation, venue shall lie in Kane County, Illinois.
- **M.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the County: Kane County Division of Transportation

41 W 011 Burlington Road St. Charles, Illinois 60175.

Attn: Director of Transportation/County

Engineer

To the Village: Village of Algonquin

110 Mitchard Way

Algonquin, Illinois 60102 Attn: Village Engineer

N. The introductory recitals, (preambles), included at the beginning of this Agreement are acknowledged and agreed to by the Parties and incorporated into this Agreement.

- **O.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- **P.** The persons signing this Agreement represent that they have all legal authority and power in their respective capacities to bind the County and the Village to this Agreement.

This Area Intentionally Left Blank

IN WITNESS THEREOF, the Parties have executed to	this Agreement on the dates indicated
THE VILLAGE OF ALGONQUIN	
By: DEBBY SOSINE VILLAGE PRESIDENT	Attest: FRED MARTIN VILLAGE CLERK
Date:	
THE COUNTY OF KANE	
By:CORRINE M. PIEROG CHAIRMAN, KANE COUNTY BOARD	Attest: JOHN A. CUNNINGHAM KANE COUNTY CLERK
Date:	

EXHIBIT LIST

EXHIBIT "A" County Facility Depiction

EXHIBIT "B" Project Plan Sheet

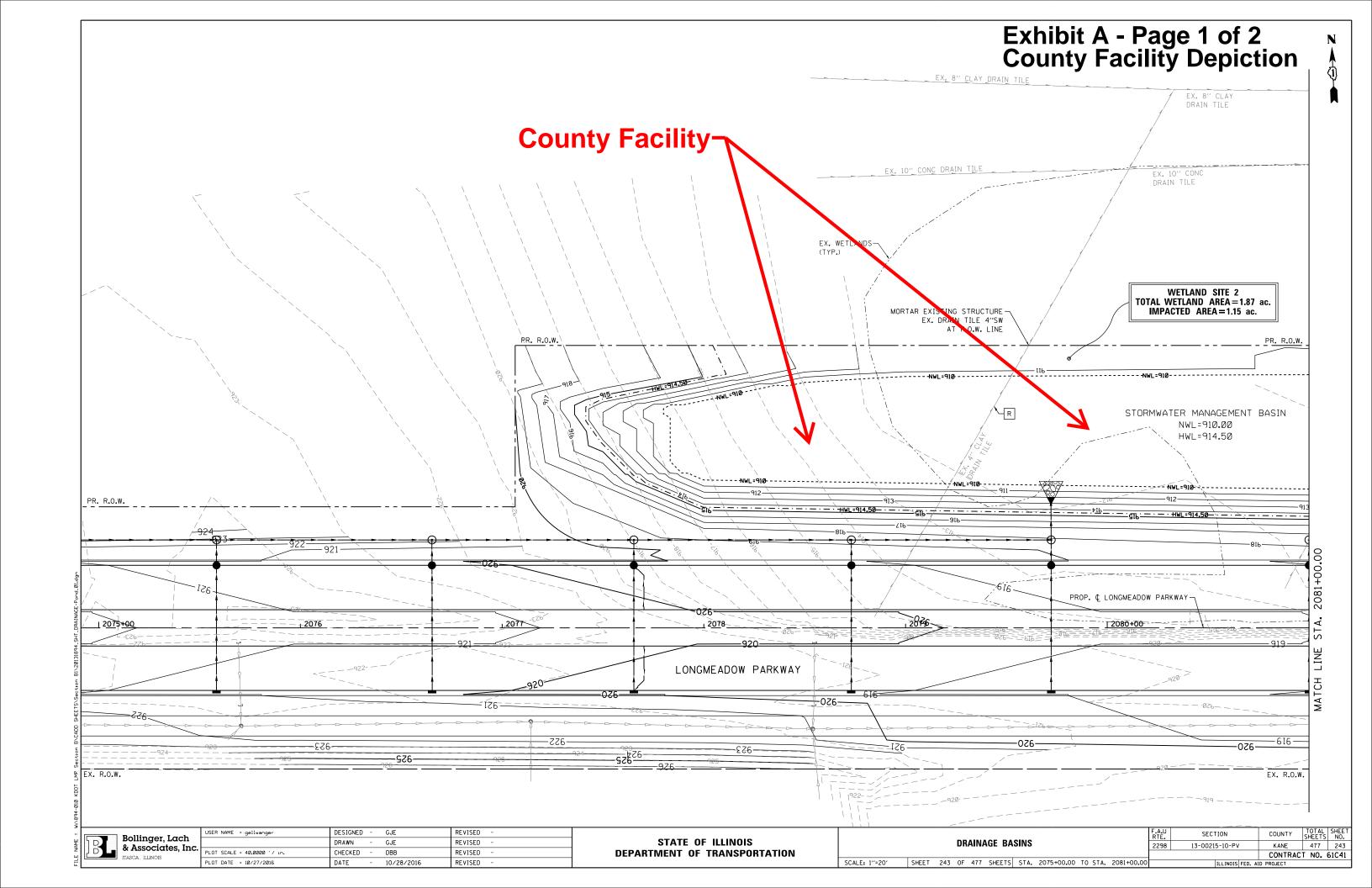
EXHIBIT "C" Developer's Real Estate

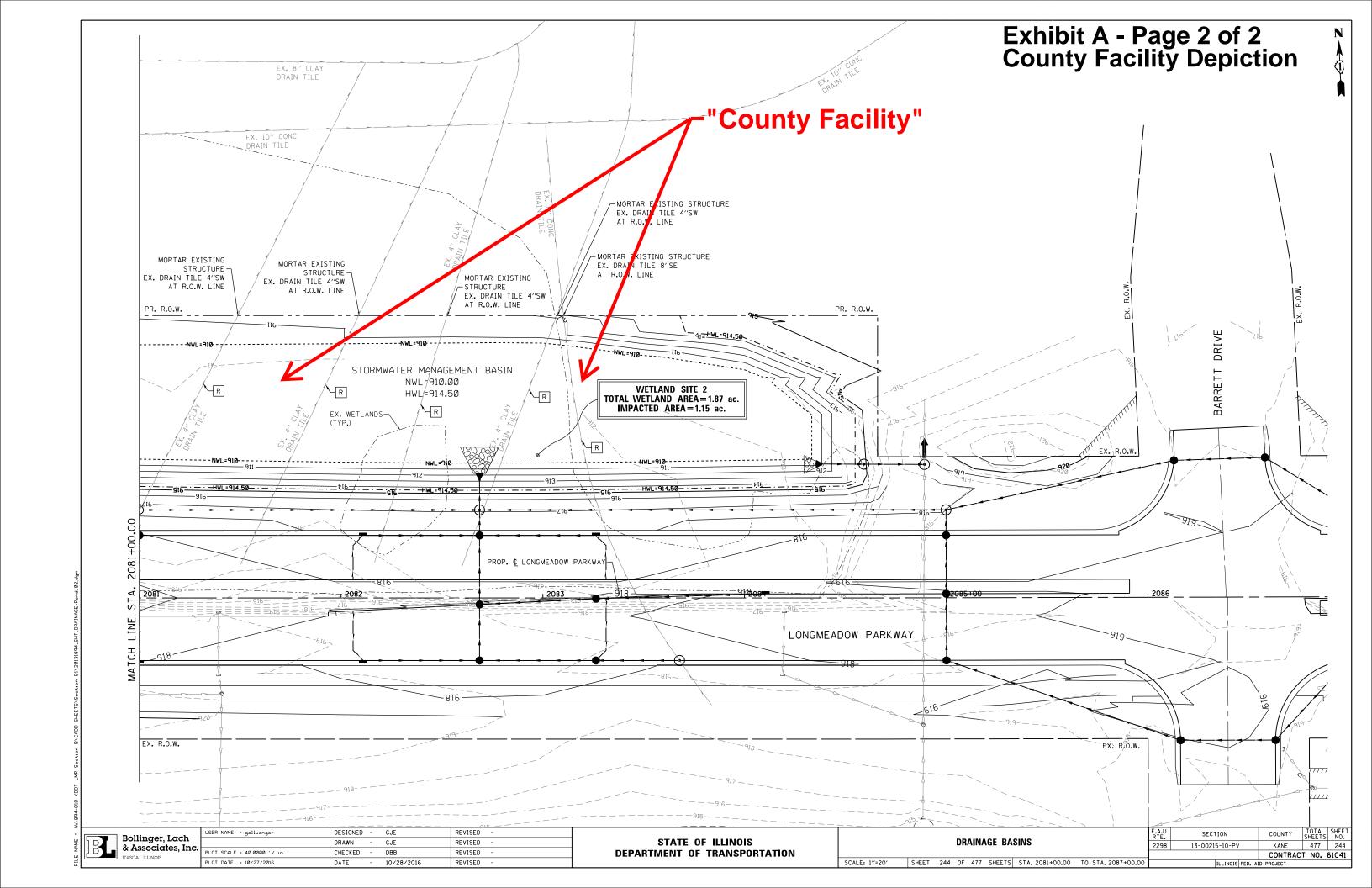
EXHIBIT "D" Basin Right of Way

EXHIBIT "E" KDOT Right of Way Use Permit

EXHIBIT "F" Quit Claim Deed - County to Village

EXHIBIT "G" Permanent Access Easement - Village to County





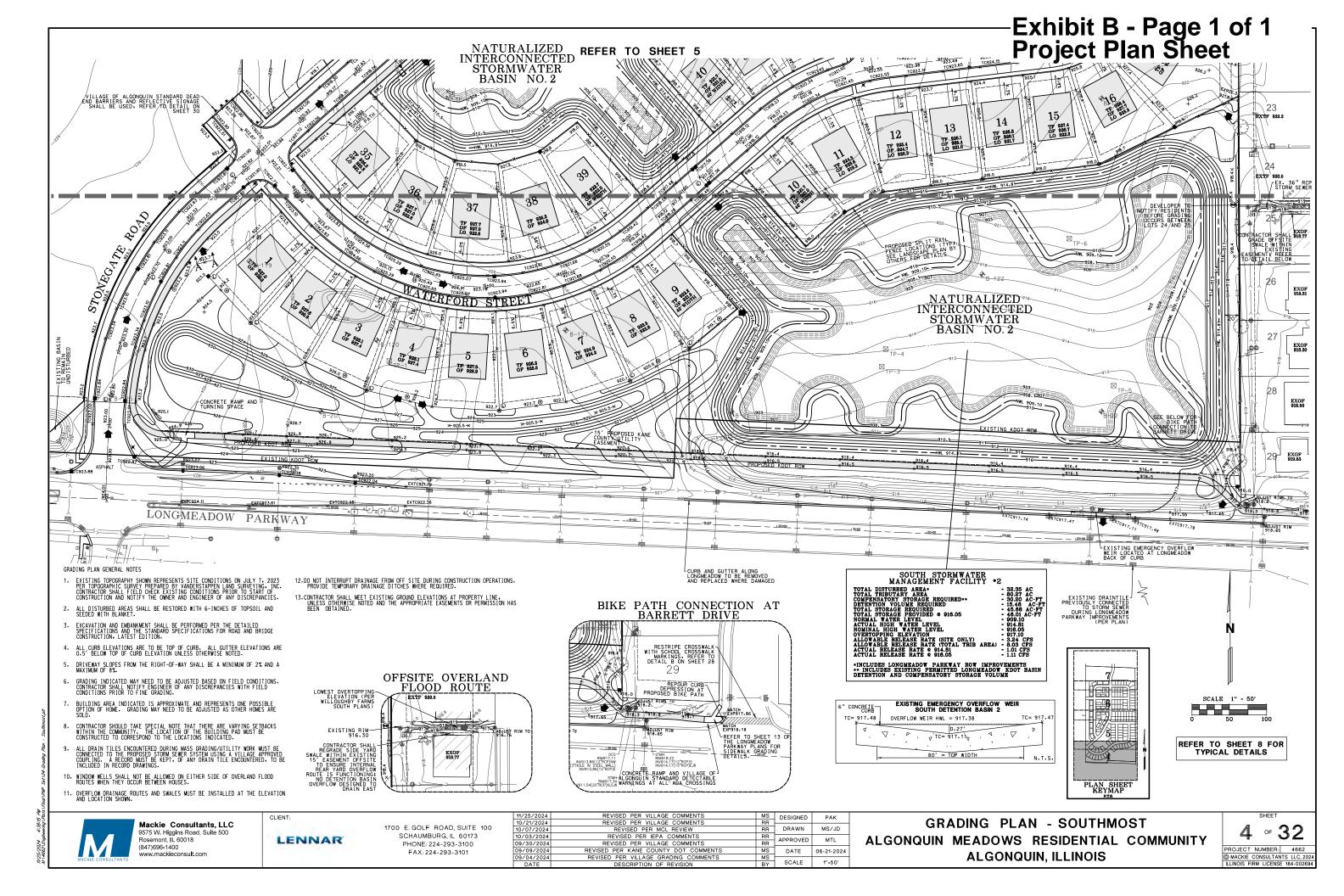


Exhibit C - Page 1 of 2

FINAL SUBDIVISION PLAT AND P.U.D. FOR

Exhibit C - Page 1 of 2

Developer's Real Estate LOCATION MAP ALGONQUIN MEADOWS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF ALGONOLIM, KANE COUNTY, ILLINGIS. STONEGATE! PROJECT LOCATION PARCEL 1 CONTAINS 3.382.275 SQUARE FEET OR 77.646 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES MORE OR LESS PARCEL 2 CONTAINS 70,666 SQUARE FEET OR 1.622 ACRES PARCEL 2 CONTAINS 70,666 SQUARE PARCEL 2 C WILLOUGHBY FARMS - COUNTRY HOME PHASE 3C VILLAGE OF ALGONQUIN LOT A
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EXISTING LOT LINE
UNDERLYING LOT LINE 1/2" FIP-0.06' W 31 9.100 SE UNDERLYING LOT LINE
SECTION LINE
FOUND IRON ROD
FOUND IRON PIPE
SITE BENCHMARK
ACCESS EASEMENT
DRAINAGE EASEMENT
KANE COUNTY UTILITY EASE
PUBLIC UTILITY EASEMENT
VILLAGE UTILITY EASEMENT
VILLAGE UTILITY EASEMENT
VILLAGE UTILITY EASEMENT 19 **27** 10,400 SF 0'00'00" 139.53 19 9,995 SF 20 21 1/2" FIP 22 1/2" FIP-ONLINE 13 9,202 SF 00 N41°18'40"W 1/2" FIP-0.10' W 25 1/2",FIP **918** 249 194 5 26 1/2" FIP 7 DICATED TO THE VILLAGE OF AL 27 1/2" FIP 7 Developer Real Estate" 28 1/2" FIP 0.07 E N02°23'26"E N87°35'50'W 756.60' (0) 756.60 94.59' N87'36'34"W NORTHERLY LINE OF LONGMEADOW PARKWAY PER CASE 265.427 N87°35'50"W 578.74' | SID W (CAP O 0NLINE FIR W/CAP 0.09' S & 0.07' E PER CASE '16 ED 2 LONGMEADOW PARKWAY
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2016K039885 N87'36'07"W (D) LONGMEADOW PARKWAY 70.00' ROW PER DOC 98K059824 SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5-42-8 OWNER/SUBDIVIDER: R-1 VILLAGE OF ALGONQUIN LENNAR HOMES 1700 E. GOLF ROAD SUITE 1100 SCHAUMBURG, IL 60173 LENNAR AND SURVEYOR/ENGINEER: DESIGNED **FINAL P.U.D. PLAT** Mackie Consultants, LLC DRAWN KMF 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com ALGONQUIN MEADOWS SUBDIVISION APPROVED DAG PROJECT NUMBER: 4662

MACKIE CONSULTANTS LLC, 202 DATE 06-24-24 **ALGONQUIN, ILLINOIS** SCALE

ALGONQUIN MEADOWS SUBDIVISION

OWNER'S CERTIFICATE STATE OF New York SS SS	SURFACE WATER DRAINAGE STATEMENT STATE OF ILLINOIS COUNTY OF (LOV)SS	PUBLIC UTILITY EASEMENT A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CULLAGE OF ALGOROUM, ILLINOS, SEC., NICOR, COMMONWELLTH EDISON COMEN COMMON AND THE PRESERVED FOR SOME OF A PROPERTY OF THE PRESERVED SUCCESSORS AND ASSIGNS, WITHIN COMMON AND THE PRESERVED SUCCESSORS AND ASSIGNS.
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TITLE TITLE Qualified in Nassau County Hocdin Honarvar Josephine G. Comino My Commission Expres 7.5.2004. PRINTED NAME PRINTED NAME	OWNER VILLAGE BOARD CERTIFICATE	PROPERTY APPROVED BY THE VILLAGE ENGINEER SMALL NOT BE ALLEROW THAT MANNER BY THE INSTALLATION OF ANY OF THE FACILITIES OF SAID GRAVITES SAS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF O WITH THE SURFACE DRAINAGE THEREON.
SCHOOL DISTRICT BOUNDARY STATEMENT THE UNDERSIGNED, BEING DULY SWORN, UPON HIS / HER OATH DEPOSES AND STATES AS FOLLOWS:	STATE OF ILLINOIS COUNTIES OF KANE & MCHENRY) SS	
THAT HE / SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE VILLAGE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, AND	APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE & MCHENRY COUNTY, ILLINOIS, THIS DAY OF, A.D., 20	ALL PUBLIC UTILITY AND DIFFER COMPANIES OF ANY KIND OPERATING VIDLEY FRANCHISE GRANTING THEM RIGHTS FROM THE GRANTEE, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING COMPANIES AT & T, OOMMONWEALTH EDISON COMPANY (COMED), NORTHERN ILLINOIS GAS COMPANY (NICOR), CABLE COMMUNICATION COMPANIES AND MUNICIPAL WATER AND SANITARY EACH TIES AND TO THE SUCCESSIONS AND ASSIGNS IN. UPON. ACROSS.
2.TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT PARCEL LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS LOCATED IN: COMMUNITY UNIT SCHOOL DISTRICT 300	VILLAGE PRESIDENT	OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED TUTLITY ASSELENT ON THIS PLAT OF SUBDOMISION, OR WHERE OTHERWISE NOTED IN THE ABOVE LEGEND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RELEWING, ALTON, REMOVING, REMAING,
Housing Honanay	VILLAGE CLERK PLANNING AND ZONING COMMISSION CERTIFICATE	GROUND OR SELECTIVE STATE THE STATE AND APPLIETENANCES, AND SUCH OTHER INSTALLATIONS AND SERVICE CONNECTIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICES TO ADJACENT AREAS, AND SUCH APPLIETENANCES AND ADDITIONS THERETO AS THE GRAVITE MAY DEEM RECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL
WINER Willy Dille	STATE OF ILLINOIS SS COUNTES OF KANE & MCHENRY) THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF ALGONQUIN, KANE & MCHENRY COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT.	A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE COUNTY OF FAME (HEREBAYTER THE GRANTEE). AND TO ALL PUBLIC UTILITY AND OTHER COMPANIES OF ANY KIND OPERATING UNDER PRANCHES GRANTHO HER MIGHTS FROM THE GRANTEE, AND TO ALL PUBLIC UTILITY AND OTHER COMPANIES OF ANY KIND OPERATING UNDER PRANCHES GRANTHO HER MIGHTS FROM THE GRANTEE, AND TO HER STATE OF THE MIGHTS FROM THE GRANTEE AND ANY (NICOR), CABLE COMMUNICATION, COMPANIES AND MUNICIPAL WATER AND SANTIARY FACILITIES, AND TO THE SUCCESSORS AND ASSIGNS IN, UPON, ACKOSS, OVER, UNDER AND TRENDED THE MEASURE SHOWN WATER AND SANTIARY FACILITIES, AND TO THE SUCCESSORS AND ASSIGNS IN, UPON, ACKOSS, OVER, UNDER AND TRENDED THE THE ASSIGNMENT OF THE PURPOSE OF INSTALLING, CONSTRUCTION, OPERATION, PEREVAINE, REPLACING, REPREMING, ALTERING, ENLANGING, REDOVING, REPARING, CLEANING AND MAINTAINING ABOVE CONSTRUCTION, OPEN CONSTRUC
NOTARY CERTIFICATE Notal York STATE OF technols SS SS SS SS SS SS SS SS SS	THE VILLAGE OF ALGONQUIN, KANE & MCHENRY COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT. THIS DAY OF, A.D., 20	WILL RESTRICT THE USES HEREIN GRANTED EXCEPT WHERE SPECIFICALLY PERMITTED BY WHITEN AUTHORITY FROM THE GRANTEE. THE RIGHT IS ALSO HEREBY GRANTED TO THE GRANTEE TO CUIT DOWN, TRIM OR REMOVE ANY TREES, FENCES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION, OF OR ACCESS TO SAID UTILITY INSTALLATION IN, ON, UPON, OF THE PROPERTY OF THE P
COUNTY OF Many year of County Josephine C. Cimino Aforesad, do Hereby Certify That, Houdin Honary a.	CHAIRPERSON	ACROSS, NUMER OR INFOUND SAID ASSENTIS. THE UPPROVISE ASSELTANCES, GENERAL REPLACEMENT OF ANY SUCH IMPROVEMENTS, FEICES, GARDENS, SHRUBS OR LANDSCAPING REMOVED DURING EXERCISE OF THE HERBIT GIVEN ROBINS. REPLACEMENT OF IEMS SO REMOVED SHALL BE THE RESPONSIBILITY OF THE THEN LOT OWNER.
Hough Honaryay Personally known to be the same persons whose names are subscribed to the personally known to be the same persons whose names are subscribed to the person and acknowledged the execution of the annexed plat and accompanying instruments for the uses and purposes therein set forth as his or their free voluntary act. Given under my hand and notarial seal this 24° day of October 2024.	CERTIFICATE AS TO SPECIAL ASSESSMENTS STATE OF ILLINOIS COUNTIES OF KANE & MCHENRY)	NOTES:
JOSEPHINE G CIMINU NOTARY PUBLIC STATE OF NEW YORK Registration No. (ICIOSESS) OWNERP'S CERTIFICATE JOSEPHINE G CIMINU NOTARY PUBLIC OWNERP'S CERTIFICATE JOSEPHINE G CIMINU NOTARY PUBLIC Registration No. (ICIOSESS) Registration No. (ICIOSESS) My Commission Expires 1—5: 2028	VILLAGE COLLECTOR OF THE VILLAGE OF ALGONOUIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNDER THAT THE ARE NO DELINQUENT OR UNDER THAT HAVE BEEN APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION. DATED AT ALGONOUIN, KAME COUNTY, LILINOIS,	 THIS PLAT IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR THIS ENSURANCE ISSUED BY CHICAGO THIS INSURANCE COMPANY COMMITMENT NO. 22007782WF WITH AN EFFECTIVE DATE OF MARCH 8, 2023, AND HAS BEEN USED FOR LEGAL DESCRIPTION.
OWNER'S CERTIFICATE STATE OF	SUBDIVISION. DATED AT ALGONQUIN, KANE COUNTY, ILLINOIS, THIS DAY OF, A.D., 20	BEARINGS BASED ON NADB3 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
THIS IS TO CERTIFY THAT. THE FORECOME OWNER OF PART OF THE PROPERTY DESCRIBED IN THE FORECOME SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREN SET FORTH AS ALLOWED AND PROPED TO BY STATUTE, AND DOES HEREOF ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.	VILLAGE COLLECTOR	NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASONEMENT. ALL EASEMENTS SHOWN HEREON HEREBY GRANTED UNLESS SHOWN OTHERWISE. THERE SHALL BE NO VEHICULAR ACCESS TO LONGMEADOW PARKWAY FROM LOTS 910 & 911.
FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. DATED AT,, This 23 day of Colorec,	COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF KANE) SS	FROM LOTS 910 & 911. 7. THERE SHALL BE NO VEHICULAR ACCESS TO STONEGATE ROAD FROM ANY LOT. 8. ALL AREAS ARE MORE OR LESS.
Christa Dilla	THIS IS TO CERTIFY THAT I. DOWN A. CLARKING LOCUMTY CLERK OF KANE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORETURE TAXES, AND NO REDEEMBLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT	 ALL CURVES ARE TANGENT TO ADJOINING COURSES UNLESS DEFINED BY CHORD BEARING. A BLANKET DE HEREBY GRANTED OVER LOTS 900-911 INCLUSIVE.
SIGN UICE President TITLE Christopher Gillen	I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT. GIVEN UNDER MY HAND AND SEAL IN COLINEVAL ILLINOIS	11. A BLANKET VUE & PUE HEREBY GRANTED OVER LOTS 101-134 EXCEPTING THAT PART FALLING WITHIN A PROPOSED OR EXISTING FOUNDATION & LOTS 903, 905, 906, 907, & 908.
PRINTED NAME PRINTED NAME NOTARY CERTIFICATE	DATED THIS 30 DAY OF OCHOLON 2024	12. LOTS 903, 905, 906, 907, 908, & 911 TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION. 13. A BLANKET DE IS HEREBY GRANTED OVER LOTS LOTS 903, 905, 907, & 908.
STATE OF ILLINOIS COUNTY OF COLOR SS COUNTY OF COLOR NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY SAAT. NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY	COUNTY RECORDER'S CERTIFICATE	14. THERE SHALL BE NO ACCESS TO STONEGATE ROAD WITHIN 500 FEET OF LONGMEADOW PARKNAY.
AFORESAID, DO HEREBY CERTIFY "SHAT, CYLLS	STATE OF ILLINOIS) COUNTY OF KANE) SS	AUTHORIZATION TO REGORD CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF COOK)
FORTH AS HIS OR THEIR FREE VOLUNTARY ACT. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23 DAY OF 0, 20, 20, 20, 20, 20, 20, 20, 20, 20,	THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS DATED THIS DAY OF, 20 AND RECORDED IN MAP BOOK, PAGE	WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, HEREST GRANT PERMISSION TO TO RECORD THIS PLAT OF SUBDIVISION.
NOTARY PUBLIC OWNER'S CERTIFICATE STATE OF Official Seal	AS DOCUMENT NUMBER	DATED THIS DAY OF
COUNTY OF	COUNTY ENGINEER CERTIFICATE	ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077 LICENSE EXPIRES: NOVEMBER 30, 2024
IS THE FEE SIMPLE OWNER OF PART OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.	STATE OF ILLINOIS)S COUNTY OF KANE)S ACCEPTED AND APPROVED THIS DAY OF	Marry M. Prayor C. Book Co.
DATED AT,, THIS DAY OF, A.D. 20	COUNTY ENGINEER	SURVEYOR'S CERTIFICATE STATE OF ILLINO'S SS
SIGN	VILLAGE UTILITY EASEMENT PROVISIONS	COUNTY OF COOKS WE MACGIE CONSULTANTS. LLC. AN ILLINOIS PROFESSIONAL DESIGN FIRM WILLIEST 184-002084, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNER THEREON THE FOLLOWING DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT:
TITLE TITLE PRINTED NAME PRINTED NAME	WILLAGE UTILITY EASEMENT PROVISIONS THE VILLAGE OF ALONQUIN IS HEREBY OVER PERPULA. EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED VILLAGE UTILITY EASEMENTS: AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED AS JUTLITY EASEMENTS: AND JOINTLY WITH PUBLIC UTILITIES IN EASEMENTS DESIGNATED BY JUTLITY EASEMENTS: AND EASEMENTS SHALL RIGHT WITH THE LAND AND SHALL RE BINDING UPON GRANTORS SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED SHALL RIGHT BY THE WITH SHAPPEN SHALL RIGHT BY THE BY THE SHAPPEN S	PARCEL1: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE
NOTARY CERTIFICATE STATE OF ILLINOIS COUNTY OF	AND APPORTENANCES USED IN CONNECTION MITH THE AUGUST ASSUMED AN OFFICE AND ANY BE GRADED AS SMALES SYSTEM OF THE VILLAGE OF ALGONOUS EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SMALES TO RECEIVE LOCAL SURFACE OF ALLOCAD ON PERMANENT SULDINGS OR TREES SHALL BE PLACED ON TAIL BE ASSEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, FENCES MAY BE PERMITTED PROVIDING THE PROPERTY OWNER SIGNS A WANVER AGREEMENT	VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS: EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED TRACT OF LAND CONVEYED TO THE COUNTY OF KANE IN WARRANTY DEED RECORDED AUGUST 1, 2016 AS DOCUMENT NO. 2016K038885: THAT PART OF THE SCHTMAWST CHIARTER OF SECTION 5. TOWNSHIP AZ NORTH. RANGE 8
AFORESAID, DO HEREBY CERTIFY THAT, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY	APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OSSTRUCTIONS PLACED ON OVER THE EASEMENT AREA. ANY COSTS INCURRED BY THE VILLAGE, OR ITS AGENTS AND SUB CONTRACTORS TO ABATE THE OBSTRUCTIONS SHALL BE PAID FOR BY THE PROPERTY OWNER. IF THE PROPERTY OWNER CANNOT PAY FOR THE COSTS, THEN A LIEN SHALL BE PLACED ON THE PROPERTY. ANY MORTGAGE ON THE PASSIBLY BEDOEDEY WILL BE SUBPONDATE TO THIS FASSIBLY. IN THE EVENT THAT THE VILLAGE	EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER. THENCE NORTH 87 DEGREES 36 MINUTES OF SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1339-52 FEET TO THE WEST LINE OF THE EAST HALF OF SAID EST.
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET PORTH AS HIS OR THEIR FREE VOLUNTARY ACT. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF	BRINGS OR DEFENDS AN ACTION TO ENFORCE AND/OR INTERPRET ITS RIGHTS UNDER THIS EASEMENT, IT SHALL BE REMBURSED ITS ATTORNEYS FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEYS FEES AND COSTS ASSOCIATED WITH ANY APPEAL.	SECONDS EAST, ALONG SAID WEST LINE, 60.05 FEET TO A LINE 60.00 FEET NORTHERLY OF (AS MEASURED NORTHERLY) TO ALONG WHAT THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 87 DEGREES 36 MINUTES OF SECONDS EAST, ALONG SAID PARALLEL LINE, 578.74 FEET, THENCE NORTH OZ DEGREES 23 MINUTES OS SECONDS (AST) ALONG SAID PARALLEL LINE, 578.74 FEET, THENCE NORTH OZ DEGREES 23 MINUTES 55 SECONDS)
NOTARY PUBLIC	DRAINAGE EASEMENT PROVISIONS THE VILLAGE OF ALGONQUIN IS HEREBY GIVEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS	VILLAGE OF ALGONOUM, KANE COUNTY, ILLINOIS: EXCEPTING THEEREROM, THE FOLLOWING DESCRIBED TRACT OF LAND CONVEYED TO THE COUNTY OF KANE IN WARRANTY DEED RECORDED AUGUST 1, 2016 AS DOCUMENT NO. 2016KG39885: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 42, NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDAIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE STORM OF THE THIRD STORM OF THE THIRD STORM OF THE STORM OF THE THIRD STORM OF THE STORM OF
COMMONWEALTH EDISON AND AT&T EASEMENT PROVISIONS A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO	DRAINAGE EASEMENT PROVISIONS THE VILAGE OF ALCONUM IS HEREST (VEN PERPETUAL EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENTS" TO INSTALL, OPERATE AND MAINTAIN SURFACE DRAINAGE FACILITIES, SAID EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING IPON GRANTORS SUCCESSORS AND ASSIGNS. SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILAGE, NO PERMANENT BUILDINGS OR TREES SHALL BE PLOCED ON SOLD EASEMENT UNTAINED FOR MAY BE SHALL BE PLOCED ON SOLD EASEMENT UNTAINED FOR MAY BE SHALL BE PLOCED ON THE PROPOSE OF	AND ALSO
COMMONWEALTH EDISON COMPANY AND SBG TELEPHONE COMPANY.	PROVIDING THE PROPERTY OWNER SIGNS A WAVER AGREEMENT APPROVED BY THE VILLAGE MANAGER OR HIS DESIGNEE. THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION TO, AT ANY TIME, ABATE ANY OSSTRUCTIONS PLACED TO NOT THE ESCHMENT APEA, ANY COSTS INCLURRED BY THE VILLAGE, OR ITS AGENTS AND SUB-CONTROL ON THE ABBIT THE OFFICE TRUCTIONS SHALL BE PAID FOR YITHE PROPERTY OWNER, CANNOT PAY FOR THE COSTS, THEM A LIEB SHALL BE PAIDED. ON THE CANNOT PAY FOR THE COSTS, THEM A LIEB SHALL BE PAIDED. ON THE CANNOT PAY FOR THE COSTS, THEM A LIEB SHALL BE PAIDED. ON THE	PARCEL 2: OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5. THAT FAR YOUR PARCE SEAST OF THE THIRD PRINCIPAL MERIDIAN, INTERNAL OF ALGORIUM, WANTE COUNTY, ILLINOIS, DESCRIBED AS POLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST UNE OF SAID WEST HALF
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUTS, ANCHORS, WIRES, CABLES, CONDUTS, ANCHORS, CONSTRUCTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, NUMBER, ACROSS, ALONG AND UPON THE SURFACE OF	PROPERTY MATT MATINANE ON THE EASEMENT PROPERTY WILL BE SUBJUDITIONALE IN THIS PASSAGEMENT. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS AN ACTION TO ENPORCE AND/OR INTERPRET IN RIGHTS UNDER THIS EASEMENT, IT SHALL BE REIMBURSED ITS ATTORNEYS FEES AND COSTS FROM THE NON-PREVAILING PARTY, INCLUDING THOSE ATTORNEYS FEES AND COSTS ASSOCIATED WITH ANY APPEAL.	BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE NORTH LINE OF LONGMEADOW PARKWAY PER CONDEMNATION CASE 16 ED 2: THEORE NORTH AT DEGREES 30 MINUTES 35 SECONDS WEST AND THE SAID SECONDS EAST, 20.00 FEET; THENCE NORTH AT DEGREES 20 MINUTES 65 SECONDS EAST, 20.00 FEET; THENCE NORTH AT DEGREES 25 MINUTES 65 SECONDS EAST, 20.00 FEET; THENCE NORTH AT DEGREES 25 MINUTES 65 SECONDS EAST, 20.00 FEET; THENCE NORTH AT DEGREES 25 MINUTES 65 SECONDS EAST, 20.00 FEET; THENCE NORTH AT DEGREES 25 MINUTES 65 SECONDS EAST, 20.00 A CHORD BEARMON EAST, 10.00 A ROLL OF THE SAID SECONDS EAST, 20.00 A CHORD BEARMON EAST, 20.00 FEET AND A CHORD BEARMON EAST, 20.00 FEET AND EAST EAST EAST EAST EAST EAST EAST EAST
THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION), ON THE PLAI AND MARKED "ASSEMENT", "ULILITY EASEMENT", "PUBLIC URLITY AND DRAINAGE EASEMENT", "PUBLIC", "BLAINKET EASEMENT" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINUM AND/OR ON THIS PULX S "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAIF FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE PROPERTY OR UNITAL I PROLUMENT SEPACE" CONNECTIONS OFFER OR HUDRET THE SURFACE OF EACH LOT NO COMMON	ACCESS EASEMENT AN EASEMENT IS HEREBY GRANTED AND CREATED OVER AND UPON THAT PORTION OF THE PROPERTY MARKED "ACCESS EASEMENT" FOR THE BENETI OF THE VILLAGE OF ALGONOUN, THEIR SUCCESSORS	EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINIUTES 38 SECONDE SEAT, TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINIUTES 20 SECONDS EAST, 58.24 FEET, THENCE NORTH 41 DEGREES 18 MINIUTES 40 SECONDS WEST, 46.60 FEET, THENCE NORTH 47 DEGREES 41 MINIUTES 20 OF TANGEN AND THE SECONDS WEST, 45.60 FEET, THENCE NORTH 48 DEGREES 41 MINIUTES 20 OF TANGEN AND THE SECONDS AND T
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, GRANTES, THEIR RESPECTIVE LICENSEES, SUDCESSORS AND ASSIGNS JOINTY, AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO THEE POLES, GUYS, ANACHORS, WHEES, CABLES, CONDUTS, MANHOLES, TRANSFORMERS, PEDESTALS, COUPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGOUND TRANSMISSION AND DISTRIBUTION OF PROPERTY CONTINUES, CONSTRUCTIVE OF THE PROPERTY DESIGNATION, THE PROPERTY DESIGNATION OF THE PROPERTY DESIGNATION OF THE PROPERTY DESIGNATION OF THE PROPERTY DESIGNATION OF THE POLYAGE ASSEMBLY. "UNITY EASEMENT", "PUBLIC UTILITY AND DRAINAGE EASEMENT", "PUBLIC OR SIGNATION, THE PROPERTY DESIGNATION OF THE POLYAGE OF THE POLYAGE OF THE PROPERTY DESIGNATION OF THE POLYAGE OF THE PROPERTY DESIGNATION OF THE POLYAGE OF THE POLYA	ACCESS EASEMENT. AN EASEMENT IS HEREY GRANTED AND CREATED OVER AND UPON THAT PORTION OF THE PROPERTY MARKED "ACCESS EASEMENT" FOR THE BENETI OF THE VILLAGE OF ALGONOUN, THEIR SUCCESSORS AND ASSIGNS, AND THE PUBLIC, EACH GRANTEE SHALL LAGE OF ALGONOUN, THEIR SUCCESSORS ENGOYMENT, AND A PROPERTY OF ARMED SHALL PERSON OF THE PUBLIC PROPERTY MARKED "ACCESS EASEMENT", AND SUCH RIGHT AND UPON TO THEE PROPERTY MARKED "ACCESS EASEMENT", AND SUCH RIGHT AND EASEMENT SHALL BE APPURTENANT TO AND SHALL PASS WITH EVERY CONVEYANCE.	SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALP; THENCE SOUTH OD BEGRES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 494.48 FEET, TO THE POINT OF BEGINNING. I FURTHER CERTIFY THAT ALL LOT CORNERS AND POINTS OF CURVATURE WILL BE STAKED WITH 5/8" IRON RODS AT THE COMPLETION OF CONSTRUCTION OR MONUMENTED ACCORDING TO THE PLAT ACT AS AMENDED.
OR SIMILAR DESIGNATION) MARKED "EASEMENT," O'THILTY EASEMENT," "PUBLIC UTILITY & ANNIMAGE EASEMENT," PUBLE, "ELANKET EASEMENT" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRATTERS. AFTER INSTALLATION OF ANY SUCH PACLIFIES HE GROED OF HE SUBSINGED THE ONS TO THE O'THIN OR THE SUBSINGED AND MAINTENANCE THEREOF ALTERED IN A MANNER SO AS TO INTERFER WITH THE PROPER O'PERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT," CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.	MICOR GAS EASEMENT PROVISIONS AM EJECHENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS COPPORATION, DONG BUSINESS AS NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER "NICOR") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF MUTURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKET EMBELIES. TO THE PROPERTY SHOWN ON THIS PLAT MARKET EMBELIES. TO THE PROPERTY SHOWN ON THIS PLAT MARKET EMBELIES. TO BE AND ALEYS, WHITEHER PUBLIC OF PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS," TOGETHER WITH THE RIGHT ON THAT REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR ACROSS. TO SERVE WHITE PROPERTY HAVE AND ALEYS, WHITE SURFACE OF EACH LOT AND COMMON AREA OR ACROSS. THE REPORT OF THE PROPERTY OF THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY SE REASONABLY REQUIRED MICHORY TO THE RIGHTS THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY SE REASONABLY REQUIRED MICHORY TO THE RIGHTS TO STREET UPON THE PROPERTY FOR ALL SUCH PURPOSES, OSSITUCTIONS SHALL NOT BE PLACED FOR PROCEST, PAGILITIES, THE GRADE OF THE PROPERTY FOR ALL SUCH PURPOSES, OSSITUCTIONS OF THE PROPERTY SHALL NOT BE ALLEYS OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO A TO INTERFERE WITH THE PROPERTY PORTY SHALL NOT BE ALTERED IN A MANNER SO A TO INTERFERE WITH THE PROPERTY PLACEMENT OF NICOR. AFTER INSTALLATION OF MAY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPERTY PLACEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPERTY PLACEMENT OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPERTY PLACEMENT O	CONSTRUCTION OR MONUMENTED ACCORDING TO THE PLAT ACT AS AMENDED. WE FURTHER CERTIFY THAT THE PROPERTY IS LOCATED WITHIN THE VILLAGE OF ALCONQUIN, WHICH HAS ADDITED A COMPREHENSIVE PLAN AND MAP AND IS EXECUSING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED.
THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL	IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, "UNDER, ACROSS, ALONG AND UPON THE SURPACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT," "UILLY EASEMENT," "PUBLIC UTILITY EASEMENT," "PUBLIC UTILITY EASEMENT," "PUBLIC UTILITY & DRAINAGE EASEMENT," "PUBLIC OR PRIVATE, AND ALEYS, "WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT OR AND ADMINIST PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT	DIVISION 12 OF ARTICLE '11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED. WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON
USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONNENT IO THE SEPARALET VINNED LOTS, PARCELS OR AREAS WHITH THE PLANED DEVICE/DEPENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS," COMMON RELEMENTS, "OPEN SPACE, "OPEN AREA", "COMMON GROUND," PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY FOR SERVICE OF THE PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALL COUPLED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETERMINED ON MECHANICAL EQUIPMENT.	OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS HEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED MODENT TO THE RIGHT TO RETURN THE REPORT OF ALL SUCH PURPOSES, OSSIRUCTIONS	WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY MAPS THAT ZONE "TO AREAS OUTSIDE THE 0.2% OF THE PROPERTY OF THE ACCOUNT OF T
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN OWNER/SUBDIVIDER:	SHALL NOT BE PLACED OVER NICOR FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR TULITY PURPOSES WITHOUT THE PROPE WRITTEN CONSENT OF NICOR. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SLICH TERM IN SECTION	GIVEN UNDER MY HAND AND SEAL THIS 22nd DAY OF October, 2024, IN ROSEMONT, ILLINOIS,
LENNAR HOMES 1700 E. GOLF ROAD SUITE 1100	THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 805/2(E), OF THE COMDONNIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 755, SEC. 805/2(E)), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DETINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY INCLUDING REAL PROPERTY SUBFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR, AREAS, WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON	KETTH M. FRANCE EMAIL: france@mockleconsult.com ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077 LICENSE EXPRIES: NOVEMBER 30, 2024
SCHAUMBURG, IL 60173	AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTEMANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.	LICENSE EXPIRES: NOVEMBER 30, 2024

DESIGNED

DRAWN

APPROVED

DATE

SCALE

REVISED STREET NAME
REVISED PER COMMENTS
REVISED PER COMMENTS
REVISED PER COMMENTS
DESCRIPTION OF REVISION

MTL

KMF

DAG

06-24-24

Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com

FINAL P.U.D. PLAT ALGONQUIN MEADOWS SUBDIVISION **ALGONQUIN, ILLINOIS**

of **2**

PROJECT NUMBER: 4662

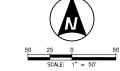
MACKIE CONSULTANTS LLC, 202

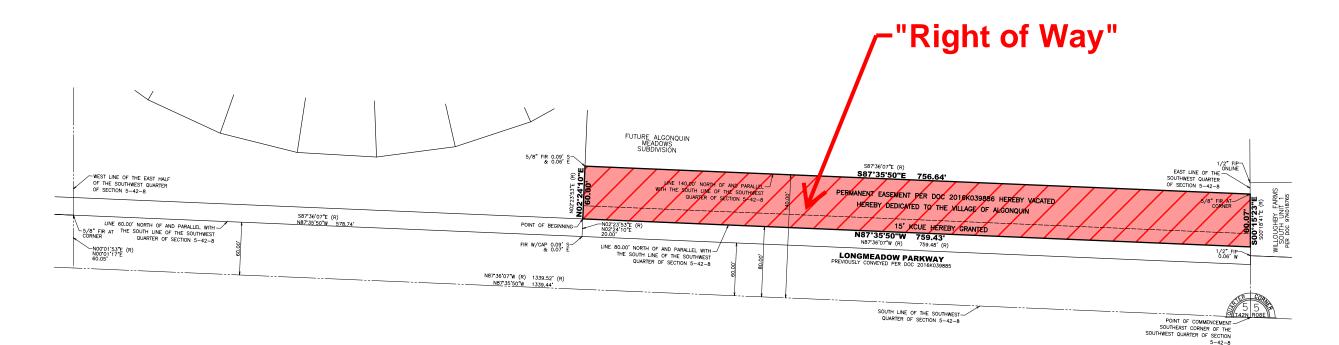
ILLINOIS FIRM LICENSE 184-00269

PLAT OF DEDICATION

-Exhibit D - Page 1 of 1 County Right of Way

AREA:
DEDICATION CONTAINS 45,482 SQUARE FEET
OR 1.044 ACRES MORE OR LESS





COUNTY RECORDER'S CERTIFICATE

COUNTY OF KANE)

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

DATED THIS _____ DAY OF ______ 20___.

AND RECORDED IN MAP BOOK ______ PAGE ______

AS DOCUMENT NUMBER _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTIES OF KANE & MCHENRY)

DE PRESIDENT

OWNER'S CERTIFICATE

STATE OF ILLINOIS SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AS ALLOWED AND PROVIDED BY STATUE AND DOES HEREBY DEDICATE. SAD LAND TO THE VILLAGE OF ALCONQUIN.

DATED THIS _____, A.D., 20____,

BOUNDARY LINE

BOUNDARY LINE

EXISTING LOT LINE

EXISTING HOHT—OF—WAY LINE

PROPOSES LOT LINE

SECTION LINE

PERMANENT EASEMENT RECORDED ON AUGUST 1, 2016 AS DOCUMENT NUMBER 2016KO39886. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. THIS PLAT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURREI

2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF
 NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS

I, THE VILLAGE OF ALGONOUN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAUD CURRENT OR FOREITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE LAND ALGONOUN, KANE COUNTY, LUNIOSION, DATED AT ALGONOUN, KANE COUNTY, DELINOIS ON.

THIS _____, A.D., 20__

VILLAGE COLLECTOR

COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

COUNTY OF KANE

COUNTY CLERK

THIS IS TO CERTIFY THAT I TO KEEPLY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITURE TAXES, AND NO REDEMBLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT

GIVEN UNDER MY HAND AND SEAL IN ______, ILLINOIS
DATED THIS _____ DAY OF ______, 20___.

NOTARY CERTIFICATE

COUNTY OF ______

I, THE STATE AND COUNTY AFORESAID, DO HERBY CERTIFY THAT,

PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS OR THEIR FREE VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ______

IBA DIBIIC

KANE COUNTY UTILITY EASEMENT (KCU

A PERMANENT MON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE COUNTY OF KANN (HERENNATTER THE GRANTEE), AND TO ALL PUBLIC UTILITY AND OTHER COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM RIGHTS FROM THE GRANTEE, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING COMPANIES AND COMPANIES AND COMPANIES AND COMPANIES AND COMPANIES AND COMPANIES AND MARKET AND SENTING HERE AND THE SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LIBES AND LABELD UTILITY EASEMENT ON THIS PLAT OF SUBPONISON, ON WHITE OTHERWISE NOT IN THE AREAS CONTROLLED THE PROPERTY OF THE PLAT OF SUBPONISON, OF PROPERTY OF THE AREAS SHOWN BY TH

STATE OF ILLINOIS) COUNTY OF COOK)

NOTES:

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PLATTED FOR THE DWINEST THEREOF THE ABOVE DESCRIBED THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION & SAID DEDICATION FOR AND THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION & SAID DEDICATION.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF

KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 0.35-00407.

MACKIE CONSULTANTS

Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com

CLIENT: LENNAR HOMES

1700 E. GOLF ROAD SUITE 1100 SCHAUMBURG, IL 60173

			DESIGNED	MIL
			DRAWN	KMF
			APPROVED	DAG
			AFFROVED	DAG
			DATE	08-23-24
DATE	DESCRIPTION OF REVISION	BY	SCALE	1"=50'

PLAT OF DEDICATION/VACATION
LONGMEADOW PARKWAY
ALGONQUIN, ILLINOIS

SHEET OF

PROJECT NUMBER: 4662

© MACKIE CONSULTANTS LLC, 202

ILLINOIS FIRM LICENSE 184-00269

Exhibit E - Page 1 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



PERMIT INFORMATION

Permit is NOT valid and NO WORK can begin until an issued date is added and Permittee & County Engineer signs last page

Permit Number: MAJ-2023-00002 Issuance Date:04/30/2025

Permit TypeExpiration DateCommentsMajor Access04/30/2026Lennar Corporation

DESCRIPTION OF PERMITTING IMPROVEMENTS

This permit is authorization of a Major Access where work shall take place in the north and south rights of way of Longmeadow Parkway (Co Hwy 86), in the Village of Algonquin, Dundee Township. All work shall be performed per the corresponding plans titled "Final Engineering Plans – Longmeadow Parkway", dated 03 January 2024 herein after referred to as IMPROVEMENTS.

The work shall consist of all appurtenant work including, but not limited to, traffic control and protection, erosion control, excavation, concrete removal, curb and gutter removal, median removal, watermain and storm sewer removal, Portland cement concrete widening for the westbound right turn lane along Longmeadow Parkway, concrete and asphalt sidewalk/multi-use path (MUP), concrete curb and gutter, concrete median, removal of existing pavement marking, pavement marking, signage, right of way regrading and restoration, street light, landscaping and utility coordination, watermain, sanitary sewer and storm sewer installation as well as any unforeseen work required by Kane County Division of Transportation to complete the project.

Matters related to the stormwater detention parcel (Lot 910) of the Algonquin Meadows Subdivision, the conveyance of a portion of Longmeadow Parkway right-of-way to the Village of Algonquin, incorporation of the Kane County detention parcel into Lot 910, and the future maintenance responsibilities will be outlined in an intergovernmental agreement between Kane County and the Village of Algonquin. The Village and the County agree to work cooperatively to execute the intergovernmental agreement prior to the final acceptance of the major access permit work.

Message boards shall be placed on westbound and eastbound Longmeadow Parkway a minimum of 500 feet in advance of the work area, a minimum of 3 days in advance of start of work in each direction alerting traffic of impending delays. Message boards shall remain in place for the duration of the project.

Message shall read: First Frame – STARTING XX/XX/XXXX, Second Frame – DAILY LANE CLOSURE, Third Frame – DRIVE WITH CAUTION. The contractor shall notify KDOT by contacting the Permitting office at KDOTPermits@co.kane.il.us during normal office hours, 7:30 am to 4:30 pm, Monday through Friday, when the board is placed for confirmation by KDOT staff.

KDOT Permit Department must be contacted a minimum of two working days (weekends and County holidays not included) before beginning work. Hours: 7:30 AM to 4:30 PM, Monday thru Friday.

DEVELOPMENT INFORMATION

Development Name: Algonquin Meadows Residential Community Preliminary Access Review

Township: DUNDEE

Highway Name: Longmeadow Parkway (CO HWY 86)

Parcel Number: 0305300010

Work Order Number:

Exhibit E - Page 2 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002 41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



Engineer	Name:	Paige Kupfer
g		Mackie Consultants, LLC
		9575 W. Higgins Road, Rosemont, IL 60018(-
	. 1241000.	491
	Business Phone:	(84-7)6-96-1400
	Mobile Phone:	
	Email:	pkupfer@mackieconsult.com
Engineer	Name:	Madeline Larmon
	Company Title:	Mackie Consultants, LLC
	Address:	9575 W Higgins Road Suite 500, Rosemont, IL 600184919
	Business Phone:	847-696-1400
	Mobile Phone:	
	Email:	mlarmon@mackieconsult.com
KDOT Employee	Name:	
	Company Title:	
	Address:	KDOT Permit Engineer, St Charles, IL
	Business Phone:	
	Mobile Phone:	
	Email:	
Permittee	Name:	John McFarland
		Lennar Corporation
	Address:	1700 E Golf Road Suite 1100, Schaumburg, IL 60173(-123
	Business Phone:	773-593-9493
	Mobile Phone:	773-593-9493
	Email:	john.mcfarland@lennar.com
Contractor	Name:	Erik Larsen
	Company Title:	Lennar - Chicago Division
	Address:	1700 E. Golf Road, Suite 1100, Schaumberg, IL 60173
	Business Phone:	
	Mobile Phone:	815-978-6540
	Email:	erik.larsen@lennar.com
Contractor	Name:	Chris Conrad
	Company Title:	Lima Contractors
		5419 Hayden lane, Ringwood, IL
	Business Phone:	
	Mobile Phone:	847-980-6105
	Email:	chrisconrad@limacontractors.com
Contractor		John Crawford
	Company Title:	Curran Contracting
	Address:	2200 County Farm Road, DeKalb, IL 60115
	Business Phone:	
	Mobile Phone:	815-347-3878

Exhibit E - Page 3 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



	Email:	jcrawford@currancontracting.com
Contractor	Name:	Kurt Montayne
	Company Title:	Alliance
	Address:	1166 Lake Ave, Woodstock, IL 60098
	Business Phone:	
	Mobile Phone:	815-509-0895
	Email:	kmontanye@alliancecontractors.com
Contractor	Name:	Mike Joyce
	Company Title:	Shamrock Site Services
	Address:	Rolling Meadows, IL 60008
	Business Phone:	
	Mobile Phone:	847-833-8751
	Email:	mike@shamrocksiteservices
Authorized Agent	Name:	Tim Schloneger
	Company Title:	Village of Algonwuin
	Address:	2200 Harnish Dr, Algonquin, IL 60102
	Business Phone:	847-658-2700
	Mobile Phone:	
	Email:	timschloneger@algonquin.org
Traffic-Permit Dept. Contact	Name:	Doris Hohertz, P.E.
	Company Title:	Chief of Permitting
	Address:	41W011 Burlington Road, St Charles, IL 60175
	Business Phone:	(630) 584-1171
	Mobile Phone:	
	Email:	hohertzdoris@co.kane.il.us

Definitions

- The terms, wherever utilized in this Permit, shall have the same meaning as set forth in the DEFINITIONS section of the KDOT-TPR unless otherwise set forth herein below:
- Contractor The Permittee of the agent(s) of the Permittee who will construct or assist in the construction of the improvement.
- County Consultant an individual of entity that possesses a Professional Engineer's License and provides
 professional advice and expertise on engineering matters to the County relative to the Permittee's Plans and
 construction of the improvement.
- Improvement the entire project including all work and material therefor as described in this permit and as contained and set forth in the approved Plans.
- Signals Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go
 lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an Intersection
 where such devices on the different legs of the same intersection alternately direct traffic to stop and to proceed.
- Standard Specifications of Road and Bridge Construction the most recent edition of the Illinois Department of Transportation's manual by the same title.
- Supplemental Specifications and Recurring Special Provisions the most recent edition of the Illinois Department
 of Transportation's manual by the same title.
- Throat the area of a highway, access road, internal access road, leg of an intersection, private road, alley or driveway where the intersection with any of the same is not permitted.

A - General

Exhibit E - Page 4 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- A-001 This Permit is issued pursuant to the Kane County Division of Transportation Permit Regulations and Access Control Regulations (KDOT-TPR) as may be amended which regulations are incorporated herein and made a part hereof. The provisions of this permit are provided for quick reference by the Permittee and are not intended to modify the provisions of KDOT-TPR unless otherwise specifically indicated herein.
- A-002 Only this Permittee is authorized to perform work in the County highway right-of-way to construct the Improvements.
- A-003 The County will not perform or financially participate in any work that may be a part of or arise from the Improvement.
- A-004 The County Permit Department and/or Consultant shall oversee the Improvement in the interest of the County. The County and/or the Consultant are not responsible for coordinating the Permittee's materials consultant for testing on the Improvement. The Permittee will be responsible for the layout of the Improvement.
- A-005 No work is authorized to start until all of the Pre-Construction Requirements as set forth herein have been
 met.
- A-006 No work activities that disrupt vehicular traffic are allowed before 9:00 am or after 3:00 pm. Extended
 work hours are allowed if approved in writing by the County and: a) Work is done from behind barricades and
 traffic is not disrupted. b) It is proven that extended hours will result in the completion of the Improvements
 significantly ahead of the County approved completion schedule.
- A-007 A site meeting with the County and Permittee's contractor shall be held every two weeks to review the
 Improvement's progress schedule. The County shall set the time and date of the site meeting. The Contractor
 shall be required to attend all site meetings.
- A-008 An updated schedule shall be submitted to the County by the Permittee every two weeks at the site
 meeting.
- A-009 All disturbed areas of the highway right-of-way shall be restored to as good or better condition than before the work started.
- A-010 Construction and other related activities allowed pursuant to this Permit shall not at any time or under any
 circumstances, create any hazard to the motoring public or other users of the County right of way.
- A-011 The term, provisions, and conditions of this Permit shall apply to the successors or assigns of the Permittee. The Permittee shall not assign this permit.
- A-012 Contractors must have a copy of this Permit and approved plans at the job site for inspection by the County at all times.
- A-013 The County (KDOT Permit Department) and/or the County Consultant shall be notified at least 2
 approved working days (weekends and County holidays not included) in advance of (i) the starting date of any
 work on any right-of-way, (ii) proof rolls, (iii) asphalt work, and (iv) changes in traffic flow.
- A-014 The Permittee is responsible for any damages to any County owned facility or property whether personal
 or real. within the construction limits of the Improvement.
- A-015 All work performed hereunder shall comply with the Kane County Stormwater Ordinance, latest edition.
- A-016 All debris placed or tracked in or on the County Highway right-of-way shall be removed immediately and properly disposed of by the Permittee.
- A-017 All workers within the right-of-way of a County Highway are required to wear high-visibility safety apparel (ANSI Class 2 or 3) per FHWA 23 CFR Part 634.

B - Pre-Construction

- B-001 The Permittee shall submit a progress schedule for the Improvement to the County. The County shall
 review the progress schedule and when requested by the County the Permittee shall adjust it to the satisfaction
 of the County.
- B-002 The County will conduct a pre-construction meeting with the County Consultant in attendance (to be determined by the County). The Permittee and the Contractor shall attend the pre-construction meeting.
- B-003 Prior to commencing any work on the Improvement, the Permittee shall submit required certificates of insurance from the Permittee, the Contractor, and any sub-contractors.

Exhibit E - Page 5 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- B-004 Advanced Warning Signage and/or a message board shall be posted by the Permittee as required by the
 County. The County will prepare the press release notice(s) which will be published at least 72 hours prior to the
 start of construction of the Improvement. Notifications shall communicate the date when construction will start
 and the duration of the project. The Permittee shall be responsible for all costs of any newspaper publication.
- B-005 The Permittee shall submit and the County shall receive a list of 24-hour contact numbers for all Permittee Contractors, sub-contractors and traffic control maintenance contractor.
- B-006 The County's Signal Maintenance Contractor shall be contacted for identification and location of traffic signal, interconnect and approach lighting facilities in County right-of-way.

C - Traffic

- C-001 The County approval is required for any highway lane closure. Advanced Warning Signage and/or
 message boards shall be posted at least 3 days in advance of construction activities that will cause significant
 disruption (i.e. work changing from one side of street to the other, lane closures, etc.) to the motoring public. If
 there is no ongoing work activities that require the lane closure, no lane closures will be allowed.
- C-002 The Permittee shall be responsible for providing traffic control during construction of the Improvement.
 Traffic control shall be in accordance with the IDOT and KDOT standards and the MUTCD for highway construction, and the Plans.
- C-003 The flow of traffic shall not in any manner be hindered at any time, unless authorized by the County.
- C-004 The County shall limit Permittee activities in the right-of-way if it is determined that such limitations are necessary to ensure the efficiency of vehicular traffic and the safety of the motoring public.
- C-005 The County reserves the right to control the operation and movement of vehicular traffic affected by the
 Improvement or this Permit including future changes in operation and traffic movements needed because of
 improvements to or changing conditions of the County Highway.
- C-006 All temporary traffic control (TTC) signs shall be placed per Section 6F.03 of the MUTCD.
- C-007 All TTC signs shall be installed on permanent, in-ground mounted posts. Two posts per sign.
- C-008 All TTC signs shall be equipped with flashing warning lights to call attention to the advance warning signs.

D - Construction

- D-001 No equipment (i.e. trenchers, backhoes, etc.) is authorized to operate on the pavement of the highway and shall be operated outside the shoulders of the highway unless pre-approved by the County.
- D-002 No excavated and/or backfill material shall be stockpiled on the highway or the shoulder of the highway.
- D-003 All disturbed areas in or adjacent to the right-of-way shall be properly barricaded overnight, on
 weekends, and on days when no work is being performed. Barricades shall be erected and in conformance of
 IDOT standards at all times.
- D-004 Unprotected open trenches are not allowed.
- D-005 The Permittee shall be responsible for any revisions needed to accommodate construction due to
 unforeseen field conditions, highway maintenance, or safety problems that become apparent during construction
 of the Improvements.
- D-006 The Permittee shall receive approval from the County for any and all field changes needed prior to implementation thereof.
- D-007 Pavement saw cutting shall be required of the highway pavement or other facilities when damage thereto
 results from Permittee activities, said cutting in the case of widening shall be along the edge of pavement, or as
 directed by the County.
- D-008 The Permittee is responsible, during construction of the Improvement for maintenance and upkeep of the County right-of-way, any highway pavement, and the Improvement, and other appurtenances as deemed necessary by the County. This includes, but is not limited to, removal of mud and debris from highway surface, and the maintenance of drainage systems and turf areas.

Exhibit E - Page 6 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- D-009 The Permittee shall be responsible for the provision and maintenance of soil erosion and sedimentation control devices as provided in the Plans.
- D-010 The Improvement and work activities required to construct the Improvements shall not interfere with natural drainage of the highway and/or the right-of-way.
- D-011 The Improvement and work activities required to construct the Improvements shall not interfere with other area highway construction or maintenance projects.
- D-012 Trees or shrubbery shall not be removed, cut, trimmed, or disturbed within the highway right-of-way without the prior approval of the County.
- D-013 All permanent highway signage shall be erected before highways and accesses thereto are opened to
 the motoring public. The Permittee is responsible for any required signs associated with the safe travel of the
 motoring public through the Improvements.
- D-014 In those instances where the Improvement requires construction on both sides of the highway, work shall only be done on one side of the highway at a time.
- D-015 Proof roll acceptance of the sub-grade/sub-base by the County is required prior to any paving operations.
 The Permittee shall be required to perform proof rolls after rain events when requested by the County.
- D-016 The County shall suspend construction activities and require a winterization plan, as determined by the County, if pavement improvements cannot be completed by November 15th. The winterization plan shall require:

 (a.) Pavement marking with water borne or modified urethane paint.
 (b.) Road surface shall be smooth with feathering of pavement at ends of the project.
 (c.) Road signage as required by the County on permanent posts.
 (d.) Shoulders shall be compacted and level with the roadway pavement.
 (e.) Erosion control shall be put in place.
 (f.) Monitoring of pavement and shoulder conditions every two weeks, or after a snow removal operation. Winterization may require additional pavement markings or other remedial work as required by the County to insure the safety of the motoring public.
- D-017 The Permittee is responsible for any required signs associated with the safe travel of the motoring public through the Improvement construction zone.

E - Paving

- E-001 Fresh Oil Ahead signs shall be erected a minimum of 500 feet in advance of each end of the area to be primed and surfaced at least 24 hours prior to applying bituminous materials (prime coat) and aggregate (prime coat). Additional signs shall be installed for all side roads within the area to be primed. If the area to be primed does not begin at the intersection of two roads, an additional sign shall be installed at the nearest intersection preceding the area to be primed.
- E-002 All signs shall remain in place until the leveling binder course has been placed or until the prime coat has fully cured as determined by the County.
- E-003 Signage shall have minimum dimensions of 48 inches by 48 inches, black lettering and border, and
 orange reflective background. Trained personnel are to be stationed to control traffic at all intersections and
 crossroads until the prime coat has cured.
- E-004 No priming shall be performed unless the pavement is dry and conditions are forecast to be dry immediately prior to the start of priming.
- E-005 The lane being primed shall be closed to traffic until the binder prime has cured and pavement markings have been placed.
- E-006 Compliance with Sections 404, 405 and 406 of the Standard Specifications is required.
- E-007 Bituminous base course shall be in accordance with latest edition of the Standard Specifications and Supplemental Specifications.
- E-008 Asphalt surface mix "padding" shall be placed at the transition between the new and existing pavement.
- · E-009 Pavement markings shall be placed on the level binder or surface coarse prior to opening to traffic.

G - Public Use

Exhibit E - Page 7 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- G-001 Major/Minor/Minimum use/Agricultural access to the [ENTER TEXT HERE], and to the [ENTER TEXT HERE] will not be permitted for public access/use until the Improvements have been completed and accepted by the County.
- G-002 Access shall be closed and barricaded until the County authorizes the use of access by the public.
- G-003 The County reserves the right to close, restrict or modify the major/minor/minimum/ag access if it is
 determined by the County to be unsafe, detrimental to traffic flow or if future roadway improvements require its
 removal or relocation.
- G-004 The commercial access on [ENTER TEXT HERE] will be allowed to shift [ENTER TEXT HERE] a
 maximum of 150 feet as long as the new location meets engineering and design standards and have been
 previously approved by the County Engineer.
- G-005 The residential driveway should be long enough so that a passenger car will park completely clear of the highway, sidewalk (if one exists), and right-of-way line of the County Highway. A minimum throat length of 50 feet from the highway edge of pavement is required. The throat length should also be influenced by the typical number of vehicles which will use the driveway and a minimum setback of 50 feet from the right-of-way line for garages and carports. It is required that facilities are provided to permit vehicles to turn around within the driveway clear of the highway right-of-way line. Driveways which allow vehicles to back out on to the highway are prohibited (Kane County Transportation Permit Regulations).

H - Special Req

- H-003 The dedication of a 60 foot half right-of-way to the County of Kane shall be completed within 60 days of the issuances date of the Temporary Construction Access Permit.
- H-006 No paver block or concrete approaches are allowed in the County right-of-way, unless prior written
 approval is obtained from the County Engineer.
- H-008 Loading or unloading of equipment or supplies will not be allowed in the County Highway right-of-way.
- H-009 No equipment will be allowed to park along the County Highway right-of-way that will block or hinder traffic or vehicle sight lines. No overnight parking will be allowed on the right of way.
- H-010 The [ENTER TEXT HERE] shall be responsible for the energy and maintenance costs for the traffic signal installations at the intersection of [ENTER TEXT HERE], and the interconnect system for the signals. (See: Resolution 01-246)
- H-011 At the completion of the Improvement the County will require an "As Built" set of Plans. These Plans shall include all changes that have been done in the field to complete the Improvement. The improvements shall be tied in to the State Plane Coordinating System-Zone IL. E and North American Datum 83 (NAD83). The record drawings shall be submitted in the form of a burned CD, as follows: a) Drawing format shall be Micro Station (.dgn) and/or AutoCad (.dwg); b) Plan sheets shall be included as a collection of scanned files or images as Tagged Information File Format (.tif) files.
- H-012 This Permit shall follow the requirements agreement as passed on July 10, 2001 Resolution # 01-246 and first amended on February 11, 2003.
- H-013 The County will perform the maintenance of the traffic signals and traffic interconnect system along [ENTER TEXT HERE] for the above referenced signal installations. (See: Resolution 01-246)
- H-015 Any trees, bushes or shrubs that restrict vehicular site distance for the access, shall be trimmed back or removed, as directed by the County.
- H-016 Failure to complete the construction of the access described in this Permit within one year of permit issuance date will result in the Permittee to re-apply for the access request.
- H-017 Right-of-way markers shall be installed along the property's frontage of all County Highways. The
 markers shall be set in accordance with Illinois Dept. of Transportation (IDOT) Standard 666001, Method B.

I - Municipality

 I-001 - The Municipality shall ensure that the owner of the development maintains the cross access roads located approximately 700 feet [ENTER TEXT HERE]. Maintenance consists of upkeep of roadway striping, signage, and pavement conditions.

Exhibit E - Page 8 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- I-002 The Municipality shall require the continuation of the cross-access roadway to [ENTER TEXT HERE]. The
 [ENTER TEXT HERE] cross-access roadway intersection will align with the [ENTER TEXT HERE] access located
 approximately [ENTER TEXT HERE]. The cross access easements shall be designed with a minimum roadway
 width of 30 feet, striping, lighting, and signage. The developer shall convey a cross access easement for said
 roadway to the Municipality.
- I-003 No building or site permits shall be issued by the Municipality for the area between [ENTER TEXT HERE]
 and 700 feet [ENTER TEXT HERE], and between [ENTER TEXT HERE], without the review and approval of the
 internal access road design by the County.
- I-004 The Municipality of [ENTER TEXT HERE] shall not issue any building permits for the development until
 the County required Drainage Easement is properly recorded.

J - Enforcement

- J-001 The Permittee shall pay any vehicular damage claims that the County deems to be caused by a failure of
 the Permittee to follow the requirements of the PAVING REQUIREMENTS section of this Permit. The County
 shall cause payment of the claim plus processing costs to be made from the letter of credit for this Permit if the
 Permittee fails to pay the claim as directed by the County. The County Engineer shall have the final decision on
 any claim against the Contractor, subcontractor or the Permittee for non-compliance.
- J-002 Reduction in the letter of credit or the highway bond will not be granted if any funds are owed the County
 or the County Consultant as result of the Improvement or anything in conjunction therewith.
- J-003 Violation of any requirement or condition of this Permit may result in the suspension or revocation of the Temporary Construction Access.
- J-004 The County has the right to suspend this Permit without prior notice if any of its requirements or conditions are not followed.
- J-005 The County has the right to suspend this Permit due to a lack of progress on the Improvement.
- J-006 The County has the right to modify the letter of credit or the highway bond for this Permit to cure defaults
 (i.e. engineering review costs, construction observation, work activity deficiencies, improvement deficiencies,
 claims for damage, utility relocations, etc.).
- J-007 The Permittee shall not perform any work or participate in any activity within the right-of-way that is beyond the scope of this Permit.

K - Maintenance

- K-001 After completion and acceptance of these Improvements by the County, the County shall maintain, in
 accordance with its normal maintenance policies, the drainage system, (including ditches), pavement widening
 including turning lanes, pavement markings and traffic control devices, curb and/or gutters, shoulders and turf
 areas located within the right-of-way of the County highway.
- K-002 The Permittee, after completion and acceptance of the Improvement, may provide additional mowing of turf areas as needed or provide other maintenance operations such as removing garbage and debris within the County highway right-of-way.
- K-003 The Permittee, after completion and acceptance of the Improvements, shall be responsible for the
 removal of snow, ice, gravel, and other debris from the paved surface on the access and all other access
 roadways to or from the County highways, keeping the access in a safe condition at all times for the roadway
 user.
- K-004 The County does not allow without a permit, alteration work in the highway right-of-way after the
 acceptance of the Improvement by the County.

L - Claims

Exhibit E - Page 9 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002

41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



- L-001 The Permittee, its heirs, its successors, grantees and assigns, covenants and agrees that it will not let or permit or suffer any lien to be put, placed upon, arise or accrue against the right-of-way or funds of the County in favor of any person or persons, individual or corporate, furnishing labor or material in any work contemplated herein. Permittee, its heirs, its successors, grantees and assigns, further covenants and agrees to hold said right-of-way and/or funds of the County free from any and all liens, or rights or claims of lien which might arise or accrue under or be based upon any Mechanic's Lien Law of the State of Illinois either now in force or to be enacted. All contracts and agreements that may be made by Permittee or Permittee's contractor relating to any work herein proposed shall expressly state that the interest and reversion of the County in and to said right-of-way or funds shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, material man or laborer whether passed upon any law, regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Permittee or Permittee's contractor also agrees and covenants that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions. The County does not allow without a permit, alteration work in the highway right-of-way after the acceptance of the Improvement.
- L-002 This Permit is effective only insofar as the rights of the County in the right-of-way or property or to the extent that the County has jurisdiction over the right-of-way or property and does not presume to grant any consent or privilege over any right-of-way, property or any part of any right of way or property which may be under the control or ownership of some other entity, individual or jurisdictional body nor to release Permittee from compliance with the provisions of any standards, regulations. Ordinances, laws and/or statutes relating to such construction. It is the sole responsibility of the Permittee to ensure that all other necessary permissions, licenses and easements have been obtained from any other property owners prior to the commencement of the work described in this Permit.
- L-003 The Permittee and all persons involved in the construction and other related activities of this Permit shall
 pay all damages, judgments, costs and expenses, including attorney fees and court costs in connection with or
 resulting from the construction and other related activities of this permit regardless of any limitations of insurance
 coverage.
- L-004 The Permittee shall be responsible for the repair of any damage to highway facilities and/or facilities of
 others located within the County Highway right-of-way caused by the construction of this permit or Improvements
 to the property served by this Permit. This includes, but is not limited to, the highway pavement, shoulders, ditch
 lines and signage.
- L-005 To the fullest extent permitted by law, the Permittee and any all persons involved in the construction and other related activities of this Permit shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work to construct, repair or maintain the improvement, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the Permittee, a sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Permittee or a sub-contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- L-006 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers,
 agents, and employees, from defending through the selection and use of their own agents, attorneys and experts,
 to defend any claims, actions or suits brought against them.
- L-007 If any errors, omissions, intentional or negligent acts are made by the Permittee or sub-contractor in any
 phase of the Improvement, the correction of which requires additional field or office work, the Permittee shall be
 required to perform such additional work as may be necessary to remedy same without undue delay and without
 charge to or cost of the COUNTY.
- L-008 Acceptance or approval (as the case may be) of the improvement by the COUNTY will not relieve the Permittee of the responsibility for the quality of the work, nor of the Permitee's liability for loss or damage to property or persons resulting therefrom.

Exhibit E - Page 10 of 10 KDOT Right of Way Use Permit

Kane County Division of Transportation Highway Permit: MAJ-2023-00002 41W011 Burlington Road St. Charles, IL 60175 Phone: (630) 584-1171 Fax: (630) 584-5239



Permit Number: MAJ-2023-00002 Total Fees: \$4500.00

THE UNDERSIGNED PERMITTEE/APPLICANT AGREES TO FOLLOW ALL REQUIREMENTS OF THIS PERMIT AND THE KANE COUNTY ACCESS CONTROL REGULATIONS, (KDOT-TPR)

All Permittee signatures not signed and witness in the offices of Kane County Division of Tansportation must be NOTARIZED before the County will accept and issue the permit.

Jel Mr Farland	1 JOHA	4-8-25
Permittee of Authorized Representative (Print)	Signature	Date
CO-Permittee of Authorized Representative (Print)	Signature Official Seal SUSAN EILEEN SMITH Notary Public, State of Illinois Commission No, 986789 My Copmission Expires, February 7, 20	Date - 8-25
Notary Natm Batran	Signature	Date 4/36/25
Authorized Municipal Officer (Print)	Signature	Date
Doris Hohertz, P.E.	(com a. Hokert	04/30/2025
Approved by Chief of Permitting (Print) Michael Zakosek, P.E. County Engineer	Whele Signature	Date 04/30/2025
Authorized County Officer (Print)	Signature	Date

Exhibit F - Page 1 of 2 Quit Claim Deed -**County to Village**

Owner: County of Kane

Address: 719 S. Batavia Avenue,

Geneva, IL 60134

Route: Longmeadow Parkway

P.I.N.:

Project: Algonquin Meadows

Subdivision Drainage Basin

QUIT CLAIM DEED

THE GRANTOR, THE COUNTY OF KANE, a body corporate and politic created and existing under and by virtue of the laws of the State of Illinois and duly authorized to conduct business in the state of Illinois, having its principal office at 719 Batavia Avenue, Geneva, Illinois 60134, for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid and pursuant to authority given by the Kane County Board, QUIT CLAIMS unto the VILLAGE OF Algonquin, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois having its principal office at 2200 Harnish Drive, Algonquin, IL 60102, the following described Real Estate, to wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO covenants, conditions, restrictions and easements of record. The Real Estate is designated Exempt from taxation.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its representative's name to be signed to these presents by its County Board Chairman, this day of March 2025.

THE COUNTY OF KANE

	By: Corrine Pierog County Board Chairman	
	Attest:	
seal	John A. Cunningham Kane County Clerk	

SEND SUBSEQUENT TAX BILLS TO: PREPARED BY: MAIL TO:

J. Patrick Jaeger Attorney at Law P.O. Box 485 Geneva, Illinois 60134

Village of Algonquin 2200 Harnish Dr. Algonquin, Illinois 60102 Kelly Anne Cahill Attorney at Law 50 N Virginia St Crystal Lake, IL 60014

Exhibit F - Page 2 of 2 Quit Claim Deed -County to Village

EXHIBIT LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1339.52 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, 60.05 FEET TO A LINE 60.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER); THENCE SOUTH 87 DEGREES 36 MINUTES 07 SECONDS EAST, ALONG SAID PARALLEL LINE, 578.74 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 53 SECONDS EAST, 20.00 FEET, TO A LINE 80.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR THE POINT OF BEGINNING: THENCE NORTH 02 DEGREES 23 MINUTES 53 SECONDS EAST, 60.00 FEET, TO A LINE 140.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 36 MINUTES 07 SECONDS EAST, ALONG SAID PARALLEL LINE, 756.64 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 18 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 60.07 FEET TO SAID LINE 80.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG SAID PARALLEL LINE, 759.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.044 ACRES, MORE OR LESS

Exhibit G - Page 1 of 3 Permanent Access Easement Village to County

Owner: Village of Algonquin Address: 2200 Harnish Drive

Algonquin, IL 60102

Route: Longmeadow Parkway

P.I.N.:

Project: Algonquin Meadows

Subdivision Drainage Basin

PERMANENT EASEMENT

The Village of Algonquin, a municipal corporation of the state of Illinois of 2200 Harnish Lane, Algonquin, Illinois 60102 organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to conduct business pursuant to the statutes of the state of Illinois, (Grantor), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid the sufficiency of which is acknowledged by the Grantor and pursuant to the authority given by the corporate authorities of the Village of Algonquin, hereby represents that the Grantor owns the fee simple title to and grants and conveys unto the County of Kane, (Grantee), a permanent easement for highway drainage construction and maintenance purposes, on, over and through the following described real estate:

See attached legal description,

situated on Longmeadow Parkway, Village of Algonquin, County of Kane, in the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

The Grantor shall maintain or cause to be maintained the premises and all improvements made thereon and shall be solely responsible for all costs thereof and otherwise associated therewith without any cost or expense to the Grantee. Said maintenance by the Grantor shall address, preserve and guarantee the Grantee's stormwater drainage requirements of 18.89 acre-feet of storm water capacity. In the event the Grantor fails at any time to maintain the premises, or if the Grantee's storm water drainage capacity (18.89 acre-fee) is, in the opinion of the Grantee's County Engineer, diminished or otherwise not available in whole or in part to the Grantee then at the Grantee's option, the Grantee may enter upon the premises and perform any maintenance or other work that in the opinion of the County Engineer is necessary to eliminate said drainage issue(s) and restore the Grantee's storm water drainage capacity. The cost and expense of any such work by the Grantee or its agents shall be reimbursed by the Grantor to the Grantee within sixty days after receipt of any invoice therefor from the Grantee.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the Algonquin Village Board held on the day of 2025.

Exhibit G - Page 2 of 3 Permanent Access Easement Village to County

Grantor, without limiting the interest above granted and conveyed, acknowledges all claims arising out of the above grant of easement have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway drainage purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this	day of	2025.	
		Village of Alg	onquin
		By:	Sosine, Village President
ATTEST		Debby	Cosine, village i resident
By: Fred Martin, Villa	ge Clerk		
State of Illinois) County of Kane)	SS		
This instrument was ack Village President in her			
(Seal)		Notary	/ Public
State of Illinois) County of Kane			
County of Kane)	SS		
This instrument was ack Village President in her	nowledged before capacity as the Villa	me on, <u> </u> age President of <i>R</i>	, 2025 by Debby Sosine, Algonquin, Illinois
(Seal)		Notary	/ Public
(Seal) Return To: Right of Way Coordinator Kane County Division of Tra 41W011 Burlington Road St. Charles. IL 60175	nsportation		Prepared By: J. Patrick Jaeger Attorney at Law P.O. Box 485 Geneva. II. 60134

Exhibit G - Page 3 of 3 Permanent Access Easement Village to County

Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL ONE: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1339.52 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE. 60.05 FEET TO A LINE 60.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER); THENCE SOUTH 87 DEGREES 36 MINUTES 07 SECONDS EAST, ALONG SAID PARALLEL LINE, 578.74 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 53 SECONDS EAST, 20.00 FEET, TO A LINE 80.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 23 MINUTES 53 SECONDS EAST, 60.00 FEET, TO A LINE 140.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER: THENCE SOUTH 87 DEGREES 36 MINUTES 07 SECONDS EAST, ALONG SAID PARALLEL LINE, 756.64 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER: THENCE SOUTH 00 DEGREES 18 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 60.07 FEET TO SAID LINE 80.00 FEET NORTHERLY OF (AS MEASURED NORMAL TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS WEST, ALONG SAID PARALLEL LINE, 759.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.044 ACRES, MORE OR LESS.

<u>PARCEL TWO:</u> LOT 910 OF THE ALGONQUIN MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 5.721 ACRES, MORE OR LESS.



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

- MEMORANDUM-

DATE: May 6, 2025

TO: Tim Schloneger, Village Manager

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

SUBJECT: Willoughby Farms Park Master Plan

The Willoughby Farms Park Master Plan, developed in collaboration with JSD Professional Services, Inc., presents a comprehensive vision for the redevelopment of this 12-acre community park, originally established in 1996 and located at 2001 Wynnfield Drive.

Background

The planning process began in fall 2024 and included a detailed site analysis, broad-based community engagement, and development of multiple concept plans. Outreach efforts included community open houses, surveys, focus groups, classroom engagement with students from Westfield Community School, and meetings with local stakeholders. This input informed the development of a final master plan that reflects community priorities and the Village's long-term recreational goals.

Plan Highlights

The proposed improvements include:

- Nature-themed creative play areas for a variety of age groups and abilities
- Multi-use sports courts and expanded pickleball facilities
- A restroom facility and shaded gathering plaza with an interactive water feature
- Expanded parking and improved walking trails
- Boardwalk access, ADA fishing stations, and enhanced naturalized landscaping

The master plan also emphasizes inclusivity, sustainability, and multi-generational recreation, aligning with the Village's 2021 Comprehensive Parks and Recreation Master Plan.

Cost Summary

The estimated total project cost is approximately \$4.77 million, which includes design, engineering, and a contingency for inflation. The estimate is based on current construction trends and informed by comparable recent projects. Project funding is expected to come from a combination of Algonquin Meadows development impact fees (\$1.26 million) and an Illinois Department of Natural Resources OSLAD grant (\$600,000), with the remaining balance supported by annual appropriations from the Park Improvement Fund.

As a requested point of comparison, JSD Professional Services, Inc. prepared an opinion of probable costs for replacing the park's existing amenities, estimated at \$1.45 million. This estimate excludes costs associated with addressing site-wide drainage issues and a deteriorating retaining wall, which are preliminarily projected to exceed \$840,000, pending formal engineering analysis.

Additionally, as requested, the following estimated cost ranges for routine maintenance activities of specific assets are based on historical records provided by the Public Works Department:

Feature	Restroom Facilities	Splash Pad	Pickleball Courts	Boardwalks
Estimated Annual Cost	\$10,000 -	\$2,000 -	\$250 -	\$1,000 -
	\$12,850	\$2,500	\$1,000	\$4,000

Recommendation

Staff recommends that the Village Board approve the Willoughby Farms Park Master Plan as presented. This plan establishes a clear, community-supported framework for future investment in the park, positioning the Village to pursue grant funding and implement phased strategies.

C: Nadim Badran, Public Works Director Stacey VanEnkevort, Recreation Director

Link to Master Plan file:



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

- MEMORANDUM-

DATE: May 7, 2024

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: MD Health Pathways - Suggested Community Engagement Touchpoints

and draft Master Telehealth Services Agreement

MD Health Pathways (MDHP) is a healthcare company that partners with municipalities to serve communities. They provide residents unlimited access to high-quality healthcare, regardless of their insurance coverage, through Text-Based Care. Their 'Access for All' Program makes their service available by placing a charge on resident's water bill.

Their mission is to improve healthcare access and health outcomes at an individual level while creating positive, transformative impacts for entire communities, while also generating non-tax revenue streams for municipalities to assist residents.

HOW IT WORKS - HEALTHCARE WITH A SIMPLE TAP

- Text-Based Care: Just send a text, and immediate care flows to you, no internet required.
- No Travel or Appointments: Healthcare comes to your doorstep, without leaving home.
- Immediate Connection: Reach a provider instantly, anywhere by phone.
- Comprehensive Services: Follow-up care, referrals, prescriptions it's all at your tap.

MD Health Pathways provides healthcare that's as immediate as a tap and as personal as a doctor's home visit.

Suggested Community Engagement Touchpoints

• Local Media Press Conference at Program Launch

Promote the discounted founding partner rate for the village and the early adopter rate available to other Metro West COG and McHenry County cities (valid through August 31, per President Sosine).

► 1 touchpoint

• Utility Bill Inserts (First 6 Months)

Include a neon insert with every utility bill to all water customers.

► 6 touchpoints

Monthly Outbound Calls or Texts (First 3 Months)

Send one message per month to all numbers in the outbound reverse 911 database.

► 3 touchpoints

• Presentations to Local School Boards

Strengthen ties with schools and allow public school leaders to notify parents about the program.

► 3 touchpoints per district

Neighborhood Signage

Display signs at neighborhood entrances with program info, phone number, and QR code.

Multiple touchpoints per sign

• Refrigerator Magnets

Distribute at village hall, community events, and festivals for continued visibility.

► Multiple touchpoints

• Sponsorship of Community Events

Participate in parades, festivals, and events like Art on the Fox, Miracle on Main, with signage and info booths.

► Multiple touchpoints

• Volunteer Presence at Village Billing Center

Provide on-site support to reduce staff burden and improve resident experience.

► Multiple touchpoints

• Community Ambassador

Fund a local representative to engage with residents and keep the message circulating.

► Multiple touchpoints

Engagement with Local Churches

Leverage church communities for rapid, broad outreach.

► Multiple touchpoints

Social Media

Facebook, Nextdoor Instagram.

► Multiple touchpoints w/ requests to repost from community organizations





High Level Overview COMMUNITY ENGAGEMENT STRATEGY

TAP TELEHEALTH USES
A LAYERED, ONGOING
OUTREACH STRATEGY THAT
STARTS ON DAY ONE AND
CONTINUOUSLY BUILDS
COMMUNITY AWARENESS.



WANT MORE INFORMATION?

Scan the QR code to explore our full strategy.

972.688.6330 MDHEALTHPATHWAYS.COM INFO@MDHEALTHPATHWAYS.COM

WEEK 01 OFFICIAL KICKOFF AND ENDORSEMENTS

Once the partnership is official, local leaders like mayors and council members publicly endorse Tap Telehealth, emphasizing that the service is free and doesn't require insurance, building trust from the start.

WEEK 01 / ONGOING SCHOOL SYSTEM OUTREACH

Schools are key partners from day one. Nurses, teachers, and administrators help spread the word, while flyers go home in student backpacks. Nurses also refer families or use tap telehealth directly to keep kids in school.

MONTH 01 UTILITY BILL INSERTS AND MAILERS

To reach residents, informational brochures are included in utility bills and city mailings. The simple message, "text a doctor for free, provided by your city or county," connects the service to something residents already trust.

MONTH 01-02 BUSINESSES AND CHAMBER OF COMMERCE

Tap telehealth works with local businesses and chamber of commerce to share the service through flyers, newsletters and more. Materials are placed in common locations like grocery stores and barbershops, encouraging word-of-mouth among staff and customers.

MONTH 01-03 FAITH AND COMMUNITY LEADERS

Trusted voices like pastors and nonprofit leaders are engaged early to share Tap at church services, bulletins, and civic meetings. Their support helps build trust and expand reach to all corners of the community.

MONTH 02-04 EMERGENCIES AND LOCAL MEDIA

We coordinate with the county/city to send out a one-time mass notification messaging (SMS or automated call) introducing the service. Local media and stories show how Tap helps prevent emergency calls and improves community health.

MONTH 05 / ONGOING ONGOING ENGAGEMENT AND LOCAL CHAMPION

In communities of 40,000 or more, a local "champion" promotes Tap year-round by attending events, answering questions, and gathering feedback. They tailor outreach, such as providing bilingual materials, to meet local needs and ensure widespread access.



The Great Equalizer

MD Health is the "great equalizer" a tool for providing healthcare access to all regardless of background. The benefits are in high demand across all demographics – lower income, middle class, higher income, uninsured, insured, young, middle aged, elderly. Everyone has the same challenges when dealing with healthcare access – everyone has the same worries and struggles when they are sick or are caring for a loved one that is sick. Health affects everyone, regardless of social status or wealth – and MD Health benefits everyone in the village equally.

The Physicians

The typical interaction is with an emergency room physician who specializes in assessing situations quickly and knows which questions to ask. The typical physician is a mother with children who wants the flexibility. All physicians are licensed in the state they are practicing in.

Physicians are paid on retainer. They are not paid on through put – how many calls they can churn through. This makes for a much better experience for anyone calling in, as well as the physician who is able to practice medicine the right way.

Concierge Medicine

MD Health is like uber, but most like "uber black" because you are getting credentialed and specialized physicians to assist you. It's like Concierge Medicine Coverage offering a personalized and premium experience by paying a membership fee for direct access to their primary care doctor. MD Health averages 2-minute wait times (practically instant), longer appointment times – doctors aren't paid by through put, and access to a doctor licensed in your state from 7:00 a.m. to 10:00 p.m. They also connect with local pharmacies for pickup – and even provide discounted prescription drug options – such as through Mark Cuban's Cost Plus Drugs.

A Better Experience

If you are a caregiver for an elderly parent, spouse or child you have the option to reach out immediately to get feedback and options. You don't have worry, or spend a day driving to an urgent care of trying to get into see a primary care doctor.

(The most common interaction on MD Health is for urinary tract infections. A study by the National Institutes of Health (NIH) estimates that young females have an average of 0.5 UTIs per year. About 25% of women experience recurrent UTIs, meaning they have two or more infections within six months or three or more in a year. Imagine getting this taken care of through a text message – no trip to the doctor's office.)

The Cost Structure

How can MD Health offer this premium service so cheaply? Because almost all of the dollars associated with legacy healthcare systems are eliminated. By putting the charge on the water bill with an "opt out" option, MD Health's customer acquisition cost/advertising budget goes to zero. Think about how many times a day you see advertisements for insurance, pharmaceuticals, etc. Every other commercial is an Allstate/Progressive/Liberty/Geico commercial. A huge portion of all dollars in anything insurance related are spent on customer acquisition. In addition, through the online platform there is no brick-and-mortar buildings to maintain – no roof, no boiler, no janitorial services etc. All costs other than the pure patient to physician relationship are stripped out. Through MD Health, healthcare becomes dematerialized, demonetized and democratized, every man, woman and child in the village is able to reap the benefits. Through the municipal partnership, MD Health instantly creates a village of healthcare abundance.

An Economic Development Tool

Small business get access up to 10 employees which makes High Deductible plans much more effective and attractive. It reduces the healthcare business expense while providing a premium benefit to their employees. Through MD Health, the financial risk associated with healthcare claims is greatly reduced – unlike a visit to a doctor's office- there is no deductible hitting the books when the service it utilized. Furthermore, because of its access and convenience, it reduces workforce absenteeism – therefore increasing business productivity. This is an economic development tool, offering a competitive advantage for any village.

Village Health Insurance Cost Savings

Village employees are covered by the municipality providing in-kind services through billing and customer service – producing cost savings by reducing experience and costs in self-insured health insurance pools. Tap telehealth means less trips to the doctor's office - therefore none of those charges which are self-funded are incurred.

First Responder Capacity and Cost Savings

MD Health reduces 911 calls and ER visits - By making healthcare more accessible and affordable, MD Health Pathways helps residents get care early — before issues escalate. This approach eases the burden on 911 and emergency rooms while ensuring more people receive the help they need, when they need it. First responders benefit by the reduction in calls — and cities benefit financially from not having to roll out emergency response vehicles to as many households. MD Health's partnership strengthens a village's emergency response infrastructure and capacity.

Increased School Revenue

Because MD Health provides immediate access to physicians, schools benefit by seeing reduced absenteeism in education. This in turn increases general state aid, because per-capita tuition rates, and other grants-in-aid are based on student attendance.

The Bigger Picture

Tap Telehealth is **not** about steering patients away from local clinics; it's about **reaching the 20–30** % **of our community who had no practical option at all**—the uninsured child with asthma, the senior without transport, the night-shift cook who can't take off work. Every time those residents text us instead of watching a condition spiral, we protect their health, preserve family income, and keep high-acuity resources ready for true emergencies.

That's why the dashboard's dollar total is best read as "minimum savings." The real win is healthier people, fewer medical bankruptcies, and a stronger, more resilient community.

Thank you for partnering with MD Health Pathways to make healthcare **as accessible as water**—available the moment someone reaches for their phone.

How to Read Your Community Dashboard

A healthier community isn't built by counting dollars alone; it's built by making sure every resident—grandparents, working parents, and kids alike—can reach a doctor when they need one.

The dashboard you're viewing turns thousands of text-message visits into a clear story of how quick, affordable care is closing gaps in our town's health system.

1 What the top numbers mean

KPI tile	Why it matters
Total Encounters	The number of telehealth visits handled for your community during the selected time-frame. Every one of these cases was managed by a licensed provider—including an automatic 48-hour follow-up to make sure each patient is on track.
% Households Reached	The share of covered households that used Tap Telehealth at least once. A higher percentage means we're reaching more families who actually need care.
Population Served	Residents still enrolled after opt-outs. This is not the city's full census—it's the slice of the community that chose to keep the service and can call or text us any time.
Median Response Time (min)	How quickly a provider replies after the first text. Consistently under 3 minutes shows we deliver on "Immediate Healthcare, Just a Tap Away."
Opt-Out Rate	The percentage of households that chose to opt out. Opt-out is a built-in feature: if families feel well-served by their current doctors, they can bow out at any time—proof the program is truly voluntary.
ER Visits & Ambulance Deployments Averted	Direct relief for local hospitals and EMS. Each avoided ambulance keeps crews free for real emergencies.

2 "Community Health Dollars Retained"

The stacked bar turns each encounter into dollars the community **didn't** have to spend on higher-cost care:

- 1. **Emergency Department** problems solved at home instead of a \$1,700+ ER bill.
- 2. Clinic Trips Saved common issues handled virtually, saving travel and walk-in fees.
- 3. **Ambulance Rides Averted** residents without transport often dial 911 for non-emergencies; telehealth replaces that necessity.
- 4. **Complications Prevented** when someone would have skipped care altogether, 1 in 10 cases usually escalates to costly hospital treatment. Treating early avoids the crisis.
- 5. **Potential Crises Averted** catching chronic issues (uncontrolled diabetes, hypertension, etc.) early can prevent long-term dialysis, stroke, or heart failure. This life-changing value isn't fully priced in the bar, so the dollar total you see is a **minimum** estimate.

3 Time back to school & work

Two icons highlight time savings:

- **School Days Returned** Parents report kids get back in class about **two days sooner** thanks to same-day tele-care.
- Work Days Returned Adults avoid a full sick-day by texting or video-visiting instead of sitting in a waiting room. That's real money and productivity kept in local households and businesses.

4 Who we're reaching

- Patient Age Breakdown donut confirms both kids and adults use the service.
- **Encounters by Month** chart lets you see adoption grow as more neighbors learn they can simply text a doctor.

5 How we do the math

Step	Data source	Conservative assumption
Post-visit survey (answered by ~80 % of users) asks: "What would you have done without Tap Telehealth?"	Patient feedback	• 20 % ER• 40 % clinic• 40 % skip care
Skip-care risk	National studies	10 % of skip-care cases escalate to expensive hospital care
Cost tags	National averages	ER \$1,700 • Clinic \$180 • Ambulance \$1,100 • Escalation \$1,000
School / Work recovery	Local surveys	+2.2 school-days & +1.8 work-days per relevant encounter
Opt-Out math	City utility enrollment file	Population Served = Total Population × (1 – Opt-Out Rate)

(All dollar figures are "treat-and-release" prices in 2024 dollars—no inflated charges.)

Master Telehealth Services Agreement

This Master Telehealth Services Agreement (the "Agreement") is made and entered into as of [Effective Date], by and between Pathways Physicians Texas, PLLC, an Texas professional limited liability company (hereinafter "PPTX"), and the Village of Algonquin, Illinois (hereinafter the "Village"). PPTX and the Village may each be referred to as a "Party" and collectively as the "Parties."

About the Algonquin Founding Partner Program

- 1. \$9 is the actual monthly program price
- 2. We are providing Algonquin a \$3 credit as a good will gesture for being an early adopter. This pricing will be in place for 36 months, then automatically changes to our standard rate of \$9 per month.
- 3. In return for this discount rate, we ask the village to:
 - Help with one joint press release.
 - Allows PPTX to use anonymized data + logo in a case study.
 - Does not actively advertise the \$3 credit to cities and villages outside of McHenry County or the Metro West Council of Governments.
 - Pays PPTX on time.
 - Keeps the credit details confidential.
 - When the \$3 credit sunsets after 36 months, invoices will simply show \$9 (instead of \$6) with no renegotiation needed.

Recitals

Whereas, the Village desires to offer its residents access to telehealth medical services
as a community benefit program, funded by voluntary contributions collected via
residents' utility bills;

- Whereas, PPTX is a provider of telehealth services and has the expertise and resources to deliver such services to the Village's residents; and
- Whereas, the Parties have negotiated this Agreement to set forth the terms under which PPTX will provide telehealth services and the Village will facilitate funding and support for the program, with provisions intended to protect PPTX's legal, operational, and financial interests;

Now, therefore, for and in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other terms may be defined in context within this Agreement.

- "Telehealth Services" The remote healthcare services described in this Agreement that PPTX will provide to Participating Households, including virtual medical consultations by licensed physicians or other qualified healthcare professionals via telephone, video, text messaging, or other electronic communication methods.
- "Household" A residential utility account holder in the Village (e.g., a single-family residence or individual residential unit that receives a Village utility bill) that is eligible to participate in the telehealth program.
- "Participating Household" A Household that has not opted out of the telehealth program and is current on its monthly telehealth Contribution, and therefore is entitled to receive Telehealth Services under this Agreement.
- "Contribution" The monthly fee assessed per Household to fund the telehealth program (initially \$6.00 per Household per month during the first 3 years, subject to CPI adjustments as set forth in Section 5.1).
- "Initial Term" The initial duration of this Agreement as specified in Section 2.1.
- "CPI" The Consumer Price Index for All Urban Consumers (CPI-U), U.S. Village Average, All Items (or, if such index is discontinued or not available, a comparable index mutually agreed by the Parties), used for calculating allowable annual price adjustments beginning in Year 3, as described in Section 5.1.
- "Program Launch Date" The first date on which the Village includes the Contribution charge on utility bills and Participating Households may begin using the Telehealth Services.

2. Term of Agreement

- **2.1 Initial Term:** The term of this Agreement shall commence on the Effective Date and continue for an initial period of **three years** thereafter, unless earlier terminated in accordance with this Agreement (the "**Initial Term**").
- **2.2 Renewal Terms:** Upon expiration of the Initial Term, this Agreement may be renewed for additional one-year terms (each a "Renewal Term") upon the mutual written agreement of both Parties. Unless a Party gives written notice of non-renewal at least 90 days before the end of the Initial Term or then-current Renewal Term, the Parties shall confer in good faith regarding renewal. Any renewal shall be documented in writing (such as an amendment or renewal letter) and may include appropriate adjustments to terms (e.g., pricing, service scope) by mutual agreement. If the Agreement is not renewed and not otherwise earlier terminated, it shall expire at the end of the Initial Term or the then-current Renewal Term.

Notwithstanding the foregoing, beginning after the third year of the Agreement, the Village may continue to participate in this Agreement on an annual basis unless it provides written notice of termination at least 90 days prior to the annual renewal date. In such case, the per-household rate shall be adjusted to a mutually agreed upon amount of \$9.00 per household per month.

2.3 Transition to Renewal or Expiration: If the Parties are negotiating a renewal or extension but have not formalized it by the end of the Initial Term (or a Renewal Term), the Village may request, and PPTX shall provide, a short-term extension of up to 60 days on the same terms to avoid interruption of service, provided that any such extension beyond 60 days will require mutual agreement. If the Agreement is not renewed or extended, the provisions of Section 6.4 (Effect of Termination) shall apply at expiration.

3. Scope of Services

- **3.1 Telehealth Services Provided.** PPTX shall furnish comprehensive telehealth medical-consultation services (the "**Telehealth Services**") to all Participating Households in accordance with this Agreement.
 - Standard Service Window. Telehealth Services will be routinely available every day, including holidays, from 7:00 a.m. to 10:00 p.m. Central Standard Time (the "Standard Service Window"). Historical utilization data for comparable municipal populations show that fewer than 5 % of resident requests are received outside these hours; limiting routine coverage to the Standard Service Window therefore avoids adding unnecessary cost to every household.
 - 24 / 7 Expansion Option. Should the Village later determine that around-the-clock availability is desirable, the Parties may amend this Agreement to extend coverage to a full 24 / 7 model at mutually agreed pricing and service-level terms. Until such amendment is executed, PPTX has no obligation to provide Telehealth Services outside

the Standard Service Window.

During the Standard Service Window, residents may consult with qualified, Illinois-licensed healthcare providers via secure text/SMS, telephone, video conference, or a designated telehealth platform/application. Telehealth Services include, without limitation:

- On-demand evaluation and advice for non-emergency medical conditions;
- Diagnosis and treatment recommendations for common illnesses and minor injuries (e.g., colds/flu, infections, minor sprains);
- Prescription services when clinically appropriate and lawful, including transmittal to local pharmacies;
- Triage guidance on whether in-person urgent care or emergency services are recommended;
- Answers to health-related questions and early-intervention coaching for chroniccondition management,
- Referrals to specialists or community health resources when an issue is beyond the scope of telehealth or requires follow-up.

PPTX shall ensure that Telehealth Services are provided **without any per-visit charge** to the patient or the Village beyond the monthly Contributions set forth in Section 5; Participating Households therefore receive **unlimited** access—within reasonable usage —fully covered by the program.

3.2 Licensed Personnel and Standard of Care: PPTX shall ensure that all services are provided by individuals holding the necessary **professional licenses and certifications** in the State of Illinois (e.g., medical doctors or osteopathic physicians licensed by the Illinois Medical Board, nurse practitioners or physician assistants if utilized, etc.). PPTX will provide Telehealth Services in accordance with the **prevailing standard of care** for telemedicine and all applicable laws and regulations. This includes compliance with Illinois telemedicine requirements, maintaining patient privacy and security in accordance with **HIPAA** and other applicable privacy laws, obtaining any necessary consents for treatment via telehealth, and maintaining thorough medical records of telehealth encounters. PPTX is solely responsible for the acts and omissions of its physicians and staff; however, nothing in this Agreement shall be construed to create an employer-employee relationship between the Village and any PPTX personnel (see Section 11.4). PPTX will have physicians who are culturally competent and, if needed, able to provide services in languages prevalent in the community (to the extent practicable, such as Spanish for Spanish-speaking residents), or through translation services if necessary.

3.3 Service-Level Standards. PPTX shall use commercially reasonable efforts to maintain the performance standards set forth in **Exhibit A (Service Level Agreement and Key Performance Indicators)**, which is incorporated herein. The primary objective metric is **Availability / Uptime**: the Telehealth Services are expected to remain continuously operational during the Standard Service Window (7 A.M.–10 p.m. CST, seven days a week), except for infrequent, short maintenance windows that PPTX will schedule during historically low-usage periods and, when practicable, announce to the Village in advance.

PPTX will monitor platform performance and promptly correct material service degradations. The Parties acknowledge that isolated anomalies may arise (e.g., a brief carrier outage or unexpected surge), but sustained or repeated service interruptions, after notice and a reasonable cure period, may be treated as a breach under Section 6.2. No specific "time-to-patient" or response-interval targets are imposed under this Agreement unless the Parties later amend Exhibit A to include such metrics by mutual written consent.

- **3.4 Reporting and Monitoring:** PPTX shall provide the Village with regular reports to facilitate oversight of the program's success and compliance with service standards. At a minimum, PPTX will provide:
 - Monthly Reports: By the 15th of each month, PPTX will deliver a report for the previous
 month detailing: the number of telehealth consultations provided to Algonquin residents
 under this program; the number of unique Households that utilized the service; average
 and maximum wait/response times; any downtime or service interruptions (with dates
 and duration); and a summary of any resident feedback or complaints received (with
 general nature of issue and resolution, but without any personal health details).
 - Annual Reports: Within 30 days after each anniversary of the Program Launch Date
 (and within 30 days after termination or expiration, if applicable), PPTX will provide a
 comprehensive annual report summarizing the above metrics over the year, identifying
 trends (e.g., utilization rates, peak usage times, most common consultation types), and
 including any recommendations for program improvements or adjustments for the
 Village's consideration.

These reports shall be provided in a format reasonably requested by the Village (for example, a written PDF report and an accompanying spreadsheet of key data). **Privacy Note:** The Village acknowledges that medical consultations are private. PPTX will **not disclose any Protected Health Information (PHI)** or personally identifiable patient information to the Village in these reports, beyond what is needed for program administration. All usage data will be aggregated and de-identified in compliance with HIPAA. The Village may use the aggregated data for lawful purposes such as public reports to Village Council on program effectiveness.

3.5 Program Limitations and Resident Guidance: PPTX's Telehealth Services are intended for **non-emergency** medical needs and general health guidance. The program is **not** health insurance and is not a replacement for primary care or emergency services. PPTX shall ensure

that all Participating Households are informed (via welcome materials, the utility bill insert in Exhibit C, or initial interactions) that **for any medical emergency or conditions requiring immediate hands-on care, residents should call 9-1-1 or go to the nearest emergency facility**. PPTX providers will use professional judgment to direct patients to emergency care or in-person evaluation if symptoms suggest a serious condition (e.g., chest pain, severe shortness of breath, signs of stroke, etc.). Furthermore, the Telehealth Services do not cover the cost of prescriptions or external medical services—those remain the patient's responsibility (though PPTX's services include helping locate low-cost options or referrals). Participating Households should maintain any regular health insurance or primary physician relationships they have; this program is a supplemental benefit to increase access to care. PPTX will not provide long-term management of chronic diseases beyond telehealth advice and directing patients to appropriate follow-up; nor will PPTX prescribe any medications that are not legally permissible via telehealth or without an in-person examination when required by law.

3.6 Changes in Scope of Services: If the Village requests an expansion or significant change to the scope of Telehealth Services (for example, adding mental health tele-counseling or onsite services), or if PPTX proposes service enhancements (like a new telehealth platform feature), the Parties shall discuss such changes in good faith. No such change will be effective unless agreed in writing (e.g., as an amendment or added exhibit). Minor adjustments and improvements that do not materially alter the obligations of either Party (such as adding additional languages support, or improving average response times) may be made by PPTX in the ordinary course, with notice to the Village. Any change that could affect the pricing or costs must be mutually agreed.

4. Village's Obligations and Program Administration

4.1 Billing and Collection of Contributions: The Village shall facilitate the funding of the telehealth program by acting as the billing and collection agent for the monthly Contributions from Participating Households. Beginning on the program launch date (or the next practicable utility billing cycle) and continuing throughout the Term, the Village will include on each eligible Household's utility bill a separate line item or charge labeled to indicate the telehealth services program Contribution (for example, "Telehealth Services Program – [Month]" with the applicable amount). An explanatory addendum or insert will accompany or be incorporated into the bill, at least for the first billing cycle and periodically as needed, to explain the nature of this charge (substantially in the form attached as **Exhibit C**). The Village's utility billing department shall handle the mechanics of billing this fee alongside normal water/utility charges. Collected Contributions shall be accounted for separately (for clarity, the Village will track these funds, which will be owed to PPTX, distinct from general utility revenue). The Village will exercise diligent efforts in billing and collecting Contributions, applying similar practices as it does for other Village charges (except no service disconnections will occur solely for non-payment of the telehealth fee, as described in 4.2). The Village will not markup or add additional fees to the Contribution; the agreed amounts (\$6 plus any CPI adjustments) are what residents pay and what is owed to PPTX (minus any uncollected amounts as noted in Section 5.2). If the Village's billing system requires any initial setup or programming to implement this charge, the Village will complete such setup prior to program launch (with PPTX to assist in providing any needed information).

- **4.2 Resident Opt-Out Mechanism:** Participation in the telehealth program is **voluntary** for Village residents. The Village shall implement and manage an **opt-out** system whereby any Household may choose not to participate and not be billed the Contribution. Key aspects of the opt-out process include:
 - Initial Opt-Out Period: Before or at the time the program launches, the Village will notify all eligible Households of the upcoming telehealth program and give them a clear opportunity to opt out before the first charge appears. This can be achieved via a mailed notice or insert (Exhibit C) and through Village communication channels (website, social media, etc.). Residents might opt out by calling a designated Village phone number, returning a form, or using an online portal the Village will provide convenient methods and will log each opt-out request. Any Household that opts out in advance will not be billed the Contribution on the first or subsequent utility bills (unless they later opt back in).
 - Ongoing Opt-Out Rights: After the program begins, a Household may opt out at any time by notifying the Village through the established process. The Village shall remove the telehealth charge from that Household's bill starting with the next billing cycle following the opt-out request (allowing for reasonable processing time). If a Household opts out in the middle of a billed period for which they have already paid the Contribution, the Village will, upon request, provide a pro-rated refund or credit for the unused portion of the service period (for instance, if someone paid for the full month but opted out halfway through, they can be credited that month's fee, as they will no longer be eligible for services after opting out).
 - Non-Payment Treated as Opt-Out: If a Household does not pay the telehealth Contribution portion of its utility bill, the Village will treat such non-payment as that Household's election to opt out of the program. In practice, the Village may include a note on the bill or a courtesy reminder (e.g., "If you do not wish to participate in the telehealth program, you may opt out; non-payment of this charge will be interpreted as an opt-out."). The Village is not required to undertake collection actions for unpaid Contributions beyond its standard utility bill collection processes. If a partial payment is made on a utility bill, the Village's payment application protocols will first satisfy essential utility services and may leave the telehealth charge unpaid, indicating an opt-out. The Village will not impose late fees, penalties, or service cut-offs solely for refusal to pay the telehealth Contribution; instead, the Household simply will be unenrolled (opted-out) for non-payment. The Village will update its records to reflect that status and cease future billing to that account for the Contribution. (If that resident later wishes to rejoin, they could request to opt back in, in which case billing would resume in a future cycle.)
 - **Data on Participation:** The Village shall maintain accurate records of which Households are Participating Households (i.e., have not opted out and continue to pay) and which

have opted out (or been deemed opted out for non-payment). The Village will provide PPTX with an updated list (or accessible dataset) on at least a monthly basis identifying all Participating Households, or conversely all opted-out Households, so that PPTX knows whom it is obligated to serve. This list may be in the form of address/account numbers or another unique identifier; it need not include resident names (unless necessary for verification). PPTX will use this information solely for verifying service eligibility and administration of the program. The Village will also notify PPTX of any significant changes, such as a large number of opt-outs or any opt-out campaigns, as that could impact expected service volumes.

In summary, PPTX is only obligated to provide Telehealth Services to Participating Households, and the Village is only obligated to pay PPTX for Households that actually participate (pay the Contribution). Handling of opt-outs and the communication thereof is a critical Village responsibility to ensure clarity on who is covered at any given time.

- **4.3 Remittance of Funds to PPTX:** The Village's payment obligations to PPTX are set forth in Section 5. In general, the Village will act as a pass-through entity: collecting Contributions from residents and remitting those collected funds to PPTX on a regular basis (monthly, unless otherwise agreed). The Village shall segregate or account for collected Contributions such that they are identifiable as funds due to PPTX. Collected amounts shall not be diverted to other Village uses. The Village will prepare a monthly summary of collections and promptly pay PPTX as described in Section 5.3. If the Village anticipates any **administrative delays** or issues in remitting payment (for example, a software issue delaying calculation of amounts), it will inform PPTX and work to resolve it quickly. Both Parties acknowledge that timely and accurate flow of funds is essential to the success of the program.
- 4.4 Promotion and Marketing Support: To help ensure the program's success and high participation rates, the Village agrees to actively promote the telehealth program. The Village's specific marketing and outreach commitments are detailed in Exhibit D (Village Marketing Commitments). In general, the Village will utilize its communication channels to raise awareness of the Telehealth Services among residents and encourage them to take advantage of the program. This includes, at minimum: sending periodic informational mailers or bill inserts about the program (e.g., quarterly reminders of the telehealth benefit), posting about the program on the Village's official social media accounts several times per year, including program information in materials provided to new residents, and collaborating with PPTX to present the program at community events or health fairs. The Village will designate a point of contact or coordinator to work with PPTX's team on marketing efforts, ensuring that messaging is accurate and consistent. All outreach will clearly convey that the program is an "opt-out" benefit (so people understand they are included unless they choose otherwise) and will highlight the value (unlimited telehealth access for a modest monthly fee). The Village's name and logo may be used in program materials, and PPTX's name and service may be featured in Village communications, in accordance with guidelines either Party may provide (and each Party will obtain approval from the other for any use of the other's logo or trademarks). Marketing expenses for the activities listed in Exhibit D (such as printing and mailing Village utility inserts)

shall be borne by the Village, except that PPTX will bear any costs associated with its own optional marketing efforts or any premium promotional activities not outlined that PPTX elects to do

- **4.5 Exclusivity of Program Services:** During the Term of this Agreement, the Village shall **not enter into any agreement with a third party to provide a similar telehealth subscription service to Village residents** that is funded through Village utility billing or a Village-managed opt-out program. PPTX shall be the exclusive provider for any Village-sponsored telehealth program of this nature while this Agreement is in effect. (This does not prevent the Village from participating in or promoting unrelated health initiatives, such as county health programs or hospital partnerships, so long as they are not the same model of providing telehealth-for-all via a utility bill fee.) The Village confirms that it currently has no contracts with other telehealth vendors for a village wide program. The **Right of First Refusal** provisions in Section 11.1 further protect PPTX's exclusivity by granting PPTX certain rights in the event the Village considers a different telehealth provider after this Agreement. *Note:* This exclusivity does not extend to telehealth services offered internally by the Village to its employees (like an employee health benefit), nor to any state or county program that the Village doesn't control; it strictly covers Village-initiated programs for residents in the vein of this Agreement.
- 4.6 Legal Compliance and Support: The Village will use its governmental authority to support the lawful implementation and ongoing operation of the telehealth program. The Village represents that it has or will obtain all necessary approvals (e.g., Village Council resolutions or Village Manager approvals) to lawfully add the telehealth Contribution to utility bills and enter into this Agreement. The Village shall ensure the program structure (including the opt-out billing mechanism) complies with any applicable laws or regulations. If any resident, regulator, or other stakeholder challenges the legality of the billing mechanism or any aspect of the program, the Village will promptly notify PPTX and, to the extent the challenge centers on Village policy or action, the Village will take primary responsibility in addressing or defending against such challenge (consistent with the Village's indemnification obligations in Section 8.2). The Village will also handle any requests or other public records inquiries relating to this Agreement or the program in accordance with law and Section 11.3 (ensuring PPTX is consulted if any request encompasses PPTX's proprietary information). Nothing in this Agreement requires the Village to violate any law, and any apparent conflict shall be addressed through the contract's modification or termination provisions (see Section 10, Regulatory Changes). The Village will not knowingly pass any ordinance or policy that conflicts with the purpose of this Agreement or that materially increases PPTX's costs of performance without engaging in the renegotiation process contemplated in Section 10.

5. Compensation and Payment Terms

5.1 Contribution Rates and Pricing Structure: In consideration for PPTX's Telehealth Services, the Village (on behalf of Participating Households) shall pay PPTX according to the following pricing structure:

- Year 1 3 Funding Partner Program: During the first three years of the program (the Introductory Years), the Contribution rate is \$6.00 per Household per month for each Participating Household. This special introductory pricing is intended to encourage initial participation and allow residents to experience the service at a lower cost.
- Year 4 and Beyond Standard Rate: Beginning at the start of the fourth year of the program (month 37 after the Program Launch Date) and continuing through the end of the fourth year, and following years, the Contribution rate will increase to \$9.00 per Household per month for each Participating Household.
- Annual CPI Adjustment (Cap 5%): Beginning with the fifth year of the program and for each year thereafter (including any Renewal Terms), PPTX may adjust the per-Household monthly rate based on inflation as measured by the Consumer Price Index (CPI). Specifically, at the start of Year 5 (and at the start of each subsequent year on the anniversary of the Program Launch Date), the Year 4 base rate of \$9.00. From that point and moving forward, a percentage equal to the percentage increase in the CPI over the most recent 12-month period for which official CPI data is available. However, any such annual increase shall be capped at 5% of the then-current rate. If the CPI indicates a larger increase, only a 5% increase will be applied for that year. If the CPI change is smaller, the smaller percentage (or no increase) may be applied. PPTX shall give the Village at least 60 days' advance written notice of any CPI-based rate increase, including documentation of the CPI calculation. For example, if the base rate is \$9.00 and CPI rose 3% over the relevant period, the new rate would be \$9.27; if CPI rose 6%, the new rate would be capped at \$9.45 (5% increase). The adjusted rate will remain in effect until the next annual adjustment or end of the Agreement. CPI adjustments are intended to account for increased costs of providing services due to inflation and regulatory changes; they are not automatic unless CPI has increased. If CPI is flat or negative, the rate would remain the same (no increase), absent mutual agreement for a downward adjustment.

All pricing above is per Household per month. If the Village ever bills on a different periodic basis (e.g., bi-monthly utility billing), the charges can be prorated or structured so that it equates to the same monthly rate (for instance, \$12 every two months in Year 2+ instead of \$6 monthly, if needed for billing software). The Village shall not charge or withhold any administrative fees from these Contributions – the full collected amount (except uncollected amounts, addressed in 5.2) is due to PPTX. The Parties may revisit the pricing in good faith for Renewal Terms or if there are significant changes in program assumptions, but changes outside of the CPI adjustment require mutual agreement and a formal amendment.

5.2 Payment Based on Collected Contributions (No Payment for Opt-Outs): PPTX's compensation under this Agreement is expressly limited to the **Contributions actually collected by the Village** from Participating Households. The Village shall **not** be required to pay PPTX for any Household that has opted out or otherwise failed to pay the Contribution. In other words, PPTX bears the risk of non-collection from residents – if a resident does not pay,

PPTX will not receive that Contribution (and, correspondingly, PPTX will not be obligated to provide service to that resident as they are considered to have opted out). The Village will only remit amounts that it has successfully collected. The Village's obligation to pay is purely contingent on collection; there is no guarantee of any minimum number of participants or amount. However, the Village will make commercially reasonable efforts in its billing and collection practices to maximize collection, as described in Section 4.1 and 4.2, treating the telehealth Contribution like an ordinary line item on the utility bill. If a previously non-paying Household later pays past due Contributions (perhaps in clearing up a utility bill), the Village will include those recovered funds in the next remittance to PPTX, but the Household's eligibility for services will be determined by the opt-out rules (generally, non-payment means they were not covered during that period). PPTX acknowledges and agrees that the Village has not made and is not making any promise of a particular participation level or revenue amount; the financial model is enrollment-driven.

5.3 Invoicing and Remittance Procedure: The following process shall apply to the billing and remittance of Contributions from the Village to PPTX:

- Monthly Remittance/Invoice Cycle: On a monthly basis (aligned with the Village's normal billing cycle), the Village will calculate the total Contributions collected in the preceding period. The Village will provide PPTX with a Monthly Contribution Report (as noted in Section 4.3) stating the number of Participating Households and total amount of Contributions collected for that month (or billing cycle), along with any necessary detail (e.g., identification of any partial payments or adjustments). PPTX will then issue an invoice to the Village for that amount, referencing the Village's report. Alternatively, if mutually agreed, the Village's report itself can serve as the basis for payment without a separate PPTX invoice; in such case, the Village will initiate payment of the reported amount within the timeframe below.
- Payment Terms: The Village shall remit payment to PPTX for each invoice (or report) within 30 days of receipt of the invoice/report. Payment shall be made via a mutually agreed method, such as ACH electronic transfer to an account designated by PPTX. Timely payment is important to maintain service continuity. If the Village identifies any discrepancy or has a good-faith dispute about the invoiced amount, it shall notify PPTX within 15 days after delivery of the invoice, and the Parties will work together to resolve the dispute promptly. The Village will in any event pay the undisputed portion of an invoice within the 30-day period.
- Records: Each Party will maintain records of the amounts billed, collected, invoiced, and paid. The Village's records of what was collected shall be controlling in determining the amount due, absent manifest error. PPTX may inspect relevant Village records to verify the figures if needed (subject to audit provisions in Section 11.2). Likewise, the Village can inspect PPTX's invoicing records. Both Parties agree to seek to resolve discrepancies in good faith.

- Adjustment for CPI or Rate Changes: If a CPI adjustment or other rate change occurs
 as described in 5.1, the Village's billing and PPTX's invoicing will reflect the new rates as
 of the effective date. The Village shall not be responsible for calculating PPTX's invoice;
 PPTX will ensure its invoice reflects the current approved rate and matches the Village's
 reported number of participants and collected funds.
- **5.4 Late Payment and Suspension of Service:** The Village shall pay PPTX on time as described above. In the event any **undisputed** payment is not received by PPTX within 30 days after it is due, PPTX will provide written notice to the Village's contract manager or finance department, alerting the Village to the delinquency. If the Village still has not paid within an additional 30 days after receiving such notice (i.e., 60 days past the original due date), PPTX shall have the right to **suspend Telehealth Services** under this Agreement until payment is made, upon giving the Village a second written notice (a "Notice of Suspension") at least ten days before the suspension is to take effect. If the Village cures the payment default within that ten-day period, the suspension will not occur. If the Village does not cure, PPTX may halt services starting on the specified suspension date. During any period of suspension for non-payment, PPTX will have no obligation to provide Telehealth Services to Village residents, and the Village will be responsible for informing residents (if inquiries arise) that the service is temporarily unavailable due to payment issues. PPTX shall resume services promptly after the Village pays all outstanding undisputed amounts (including any applicable late charges).

Additionally, any late payment (beyond 30 days past due) shall accrue interest at the lesser of an annual rate of 5% or the maximum rate allowed by Illinois law for municipal contracts, calculated from the original due date until the date of payment. The Parties intend for this to comply with Illinois law to the extent it applies, and not to exceed any lawful rate.

If payment delinquency continues beyond 90 days without satisfactory resolution, such failure to pay shall constitute a material breach by the Village, and PPTX may terminate the Agreement for cause pursuant to Section 6.2(b). In such case, the Village would be responsible for any applicable termination payments as set forth in Section 6.2(b) and 6.1.

5.5 Taxes: The Contributions are considered a fee for services provided to residents and passed through to PPTX; they are not a tax or a Village fee for Village revenue. Each Party is responsible for its own taxes as applicable. PPTX shall be responsible for any taxes based on its income or business operations (including payroll taxes for its employees). The Village, as a Illinois municipal entity, is generally tax-exempt for its purchases and not subject to sales tax; in this arrangement, the Village is acting as a billing conduit. It is not anticipated that sales tax applies to medical services, but if any sales, use, excise, or similar taxes are determined by a competent authority to apply to the amounts paid to PPTX hereunder, PPTX shall be responsible for such taxes (as PPTX is the ultimate recipient of the payment for services). The Village shall not withhold any portion of the Contribution for taxes unless required by law, in which event the Village shall notify PPTX and cooperate to minimize any such withholding or double-taxation. If any law provides an exemption or exception that can be claimed, the Parties will reasonably cooperate (for example, providing resale or exemption certificates). In no event

will either Party be responsible for any taxes of the other Party that are not directly related to this Agreement.

5.6 Funding and Appropriations: The Village reasonably believes that, as the program is structured, the amounts needed to pay PPTX will be fully covered by resident Contributions, and therefore the Village is not expected to appropriate additional general funds for this Agreement. The Village agrees to budget and appropriate the collected Contribution funds for payment to PPTX. In compliance with Illinois law, the Village's obligations hereunder are subject to the availability of funds and annual appropriation by the Village Council, as applicable. The Village has appropriated funds for the initial year of this Agreement by virtue of approving the program. If in any subsequent fiscal year the Village Council fails to appropriate funds for the continuation of this Agreement (and if no collected Contributions are available to cover the costs), the Village may terminate the Agreement by providing written notice to PPTX and complying with any applicable Illinois law requirements (this scenario would be treated as a termination for non-appropriation, potentially without the penalty of Section 6.1, since the Village cannot commit funds it does not appropriate). The Village will make good faith efforts to avoid this outcome, and shall not use non-appropriation as a pretext to terminate for convenience in order to circumvent the termination fee.

6. Termination

- 6.1 Termination by Village for Convenience (Without Cause).
 - (a) **No Convenience Termination During First Twenty-Four (24) Months.** In order to give PPTX a fair opportunity to recover its start-up investment—including the first-year, below-cost pricing—the Village **may not** terminate this Agreement for convenience at any ime prior to the second anniversary of the Program Launch Date (i.e., during Months 1-24).
 - (b) **Right to Terminate After Month 24.** Beginning on the first day of Month 25—and at any time thereafter—the Village may terminate this Agreement for its convenience by delivering at least **90 days' prior written notice** to PPTX specifying the effective date of termination.
 - (c) Termination Fee for Early Exit Within Initial Term. If the Village's convenience termination becomes effective before the end of the thirty-six-month Initial Term, the Village shall pay PPTX, as liquidated damages, a one-time termination fee equal to six times the average monthly Opt-Out Contributions actually collected during the most recent six full calendar months immediately preceding the termination-notice date.
 - Example If the Village issues a termination notice in Month 28, and the average monthly Contributions collected in Months 22-27 were \$52,000, the termination fee would be \$312,000 (6 × \$52,000).
 - (d) **No Fee After Initial Term.** If the termination for convenience takes effect **at or after** the expiration of the Initial Term (for example, during any Renewal Term, or by the

- Village electing not to renew under § 2.2), no termination fee is owed. The Village must still remit to PPTX all Contributions collected for services rendered through the termination date.
- (e) **Liquidated-Damages Nature.** The Parties acknowledge that actual damages to PPTX resulting from an early convenience termination would be difficult to quantify and that the formula in subsection (c) represents a reasonable pre-estimate—not a penalty—of PPTX's lost profits and unrecovered start-up costs.
- (f) **Payment Timing.** Any termination fee owed under this Section shall be invoiced by PPTX and paid by the Village within 30 days after the termination effective date, together with any outstanding Contributions for services rendered up to that date. Interest shall accrue as provided in Section 5.4 on any amount of the termination fee that is due but not paid.
- **6.2 Termination for Cause:** Either Party may terminate this Agreement for cause upon a material breach by the other Party, subject to the following provisions:
 - By the Village (PPTX Breach): If PPTX materially breaches any material obligation of this Agreement, the Village shall provide written notice to PPTX describing the nature of the breach in detail. PPTX shall have 30 days from receipt of such notice to cure the breach to the Village's reasonable satisfaction. If the breach is of a nature that cannot reasonably be cured within 30 days, PPTX may submit a reasonable plan for curing the breach as promptly as practicable, and seek the Village's written consent for an extended cure period (which consent shall not be unreasonably withheld for nonmonetary breaches). Failure to meet service level standards as required, significant downtime or unavailability of services, repeated justified complaints from residents about service quality, or any action by PPTX that jeopardizes residents' health or privacy could all constitute material breaches if not promptly remedied. If PPTX fails to cure the breach within the applicable cure period, the Village may terminate this Agreement by delivering a written termination notice to PPTX, with immediate effect or a specified termination date. In a termination for PPTX's breach, the Village is not required to pay any termination fee under Section 6.1. The Village shall pay PPTX for any validly collected Contributions attributable to services provided up to the termination date (to the extent not already paid), but the Village may withhold or offset any amounts reasonably necessary to cover the Village's damages caused by the breach (subject to the limitation of liability in Section 9). Termination for breach is without prejudice to any other rights or remedies the Village may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.
 - By PPTX (Village Breach): If the Village materially breaches its obligations under this
 Agreement, PPTX shall provide written notice to the Village describing the breach.
 Material breaches by the Village include, for example: failure to pay PPTX amounts due
 (beyond applicable notice and cure periods in Section 5.4), failure to bill and collect
 Contributions as agreed (e.g., arbitrarily stopping billing without terminating the

Agreement), or violation of exclusivity (bringing in another provider in breach of Section 4.5). The Village shall have 30 days from receipt of notice to cure the breach. For payment breaches, cure would consist of full payment of all outstanding amounts; for other breaches, appropriate corrective action should be taken. If the Village does not cure the breach within the cure period, PPTX may terminate this Agreement by written notice, effective immediately or as of a specified date. In such event, the Village shall remain liable to pay PPTX for all Contributions collected (or due to be collected) for services provided up to the termination date. Additionally, if the Village's breach occurs during the Initial Term and results in termination by PPTX, the Village shall be responsible for the termination fee set forth in Section 6.1, as if the Village had terminated for convenience. (For example, if the Village stops billing without cause in month 18 and PPTX terminates because of that, the Village would owe the six-month average payout.) The Village shall pay any such termination fee within 30 days after termination and interest shall accrue as specified in Section 5.4 on any amount of such termination fee that is due but not paid. PPTX may also pursue any other remedies available at law or in equity for the Village's breach, subject to the limitation of liability in Section 9.

In all cases of alleged breach, the non-breaching Party has a duty to act reasonably and in good faith. If a breach is disputed, the Parties may engage in discussions or mediation to attempt to resolve the dispute prior to termination if time permits, but are not obligated to delay a justified termination beyond the cure period.

- **6.3 Termination for Change in Law or Regulatory Issues:** In addition to termination for cause, either Party may terminate this Agreement upon written notice (with at least 60 days' notice, if feasible) if a **change in applicable law or regulation** or a government order makes the continuation of this Agreement impracticable, illegal, or would materially increase the cost of performing the Agreement without a mutually agreeable amendment. This right is further described in Section 10 (Regulatory Changes). In such a case, the Parties shall attempt to negotiate adjustments first. If termination is ultimately necessary under this Section 6.3, it shall be considered a no-fault termination. Neither Party will be liable for the six-month termination fee, provided that the terminating Party has complied with the process in Section 10. The Village will pay PPTX for any services rendered up to the termination date from collected funds, and each Party will bear its own costs of termination (except any obligations to refund residents if needed, which the Village would pay).
- **6.4 Effect of Termination:** Upon any termination or expiration of this Agreement, the Parties shall take the following actions for an orderly wind-down:
 - Cessation of Services: PPTX will cease providing Telehealth Services to Participating
 Households as of the effective date of termination/expiration (the "Termination Date"),
 unless otherwise agreed for a brief extension to ensure a smooth transition. PPTX will
 ensure that any person contacting the service after the Termination Date is informed that
 the program is no longer active. If appropriate, PPTX may advise patients to seek

alternative care (e.g., refer them to their primary care physician or urgent care) since the Telehealth Services under the Village program have ceased. The Village agrees to promptly inform residents (through a notice on its website, a message on the final utility bill with the Contribution charge, or other reasonable means) that the Telehealth Services program is ending or has ended as of the Termination Date.

- Final Billing and Payments: The Village shall remove the Contribution charge from all future utility bills after the Termination Date. The Village will still collect any Contributions that were billed for periods prior to the Termination Date (for example, if the program ends on March 31 but the March bills were already issued with the telehealth charge, the Village will collect those and include them in the final payment to PPTX). The Village shall pay PPTX any remaining amounts due for services provided through the Termination Date. PPTX shall submit a final invoice or reconciliation statement within 30 days after termination, and the Village shall pay that (subject to reconciliation of any last adjustments) in accordance with Section 5.3. If a termination fee under Section 6.1 or 6.2(b) applies, PPTX's final invoice will include that fee. The Village will still be responsible to remit any late-arriving payments from residents for pre-termination service periods, or otherwise account to PPTX for all Contributions collected up to the Termination Date. Conversely, if the Village collected Contributions for any period beyond the Termination Date (e.g., billing timing quirks), the Village will refund those amounts to the residents or, if not feasible, remit them to PPTX only if PPTX actually provided any service during that period (which generally will not be the case if services ceased).
- Return of Materials and Information: Each Party shall promptly return or (with permission) destroy any confidential information, proprietary materials, or equipment of the other Party that is in its possession due to the Agreement. For example, PPTX will return or securely destroy any Village-provided data lists, and the Village will return or destroy any PPTX-provided training materials or marketing collateral that is not publicly available. An exception is made for any information that a Party is required by law to retain (e.g., PPTX's medical records of patient consultations, which by law must be retained for a certain period, and the Village's record of this contract for record-keeping purposes). Any retained information remains subject to the confidentiality obligations of this Agreement (and the BAA for any PHI).
- Transition Assistance: Upon the Village's request, PPTX will provide reasonable cooperation to transition residents to any new program or provider (if one is immediately available) or to simply close out the program. This might include providing the Village with a brief summary of utilization or any lessons learned that could be passed to a successor (nothing containing PHI). If the Village desires to start a similar program with a different vendor after termination, PPTX's obligations are limited to cooperation consistent with Section 11.1 (Right to Match and Transition) if applicable.

- Survival of Terms: Any provisions of this Agreement which by their nature or expressly are intended to survive termination or expiration (such as indemnification obligations, confidentiality, limitation of liability, and accrued payment obligations) shall survive. Specifically, Sections 5.4 (if payments are late at termination), 5.5, 6.4, 7.4, 8, 9, 11.3, 11.6, 11.8 through 11.12, and all relevant definitions, exhibits, and any other provision that contemplates performance or enforcement after termination, will remain in effect.
- No Further Liability: Provided that all amounts due to PPTX have been paid (including any required termination fee) and both Parties have fulfilled their obligations up to the Termination Date, neither Party shall have any further liability to the other under this Agreement following termination or expiration, except for liabilities that had already accrued or for obligations that survive by the terms of this Agreement. Neither Party shall be liable to the other for damages solely by reason of exercising a lawful termination right as provided in this Agreement.

After termination or expiration, the Village may choose to reintroduce a telehealth program in the future (possibly with a different provider), but the provisions of Section 11.1 (Right of First Refusal and exclusivity tail) will apply if within the specified period after termination.

ARTICLE 7 – INSURANCE

- **7.1 Maintenance of Insurance.** PPTX shall, at its own expense, maintain during the Term such categories and amounts of insurance as are customarily carried by prudent tele-healthcare providers operating in Illinois, including (without limitation) commercial general liability, professional (medical-malpractice) liability, and—if PPTX has employees—statutory workers' compensation.
- **7.2 Evidence of Coverage Upon Request.** No more than once in any twelve-month period, the Village may request certificates (or other reasonable proof) showing that the coverages described in § 7.1 are in force on the date of the request. Provision of such proof shall not be construed as the Village's approval of the adequacy of coverage.
- **7.3 Additional-Insured Endorsement (CGL only).** If the Village's risk manager determines in writing that additional-insured status is necessary on PPTX's commercial general liability policy, PPTX will use commercially reasonable efforts to obtain an endorsement naming the Village (and its officers and employees) as additional insureds on a primary and non-contributory basis. No additional-insured endorsement is required on PPTX's professional-liability, cyber-liability, or workers'-compensation policies.
- **7.4 No Expansion of Liability.** The existence, type, or amount of insurance carried by PPTX shall not enlarge or modify the limitations of liability contained in Article 9.

7.5 Notice of Cancellation. PPTX will make commercially reasonable efforts to see that its insurers endeavor to give the Village at least 30 days' prior notice (ten days for non-payment of premium) of any cancellation or non-renewal of required coverage.

8. Indemnification

8.1 Indemnification by PPTX: To the fullest extent permitted by law, PPTX shall indemnify, defend, and hold harmless the Village and its officers, elected officials (Mayor and Council), agents, and employees (collectively, the "Village Indemnitees") from and against any and all third-party claims, actions, liabilities, damages, judgments, or expenses (including reasonable attorneys' fees and court costs) asserted against the Village Indemnitees that arise out of or result from: (i) any negligent act or omission or willful misconduct of PPTX or its officers, employees, agents, or subcontractors in the performance of this Agreement (including in the provision of Telehealth Services); (ii) any breach of this Agreement by PPTX, including any breach of its representations, warranties, or covenants (for example, a violation of HIPAA or a confidentiality obligation by PPTX resulting in a claim); or (iii) any actual or alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property right caused by PPTX's provision of services or materials (such as if PPTX's telehealth platform software infringes a third party's IP). This indemnification obligation includes, but is not limited to, claims for personal injury or death (including medical malpractice claims by program participants) and property damage to the extent caused by PPTX's negligence or wrongful acts. However, PPTX's obligations under this Section 8.1 shall **not** apply to the extent any claim or liability is caused by the negligence or willful misconduct of the Village or any Village Indemnitee. In addition, with respect to medical malpractice or personal injury claims by residents, the Parties acknowledge that residents receiving Telehealth Services are not third-party beneficiaries of this Agreement (see Section 11.11) and thus are not entitled to enforce this contract; their remedies are through medical malpractice law against the provider. This Section 8.1 is for the benefit of the Village and Village Indemnitees and not any other person.

8.2 Indemnification by the Village: To the extent allowed by the Constitution and laws of the State of Illinois, the Village shall indemnify and hold harmless PPTX and its officers, members, managers, employees, and agents (collectively, the "**PPTX Indemnitees**") from and against any third-party claims, demands, suits, or liabilities (including reasonable attorneys' fees and costs) that **arise out of or result from**: (i) any claim by a resident, taxpayer, or other third party challenging the legality of the telehealth Contribution billing arrangement or alleging that the Village lacked authority to implement the program or charge the fee (for example, a claim that the Contribution constitutes an unauthorized tax or that opt-out billing is unlawful); (ii) any claim alleging that the Village's actions or omissions in administering the billing, collection, or opt-out process violated a law or regulation (including any claim that the Village failed to comply with the Illinois Public Information Act or other public records laws in relation to program records, or any claim related to the handling of program funds); or (iii) the Village's gross negligence or willful misconduct in carrying out its obligations under this Agreement. This Village

indemnification is intended to protect PPTX from legal risks that arise specifically from the Village's role and decisions (such as setting up the billing through utility bills and managing optouts, which are Village-controlled aspects). Limitations: The Village's obligations under this Section 8.2 are limited by and subject to Illinois law. The Village does not waive any governmental or sovereign immunity by entering this Agreement, and nothing herein shall be construed to require the Village to indemnify beyond what is permitted by Illinois law or to expend funds not appropriated for this purpose. In practice, if such a claim arises, the Village (through its Village Attorney or designated counsel, possibly provided by the Village's insurer or risk pool) would likely defend the legality of its program. The Village's indemnity here would cover PPTX's costs and damages arising from being named or involved in such a claim, to the extent of the Village's comparative fault or responsibility. The Village's indemnification shall not apply to the extent a claim arises from PPTX's own negligence, breach, or misconduct (for instance, if a claim alleges both an unlawful billing scheme and malpractice by PPTX, the Village might cover the former allegations, while PPTX covers the latter). All indemnification by the Village is further conditional upon appropriation of funds and to the extent allowed by law: the Village will assert all lawful defenses including immunity as appropriate, but in any case, will not leave PPTX solely responsible for a claim that fundamentally concerns Village policies or actions.

No third party shall have the right to assert an indemnity claim under this Agreement, as these indemnification provisions are intended only to allocate risk between the contracting Parties. Both Parties shall promptly notify each other upon receiving notice of any claim potentially covered by this Section, and shall cooperate in the defense. (Nothing herein shall eliminate or reduce any other legal immunity or defense available to either Party under Illinois law.

9. Limitation of Liability

Except for the specific indemnity obligations set forth in Section 8.1 and except in the case of PPTX's willful misconduct or fraud, the Parties agree to limit PPTX's liability to the Village under this Agreement as follows:

9.1 Cap on Liability: PPTX's total cumulative liability to the Village for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement, whether in contract, tort (including negligence or medical malpractice), or any other theory of liability, shall not exceed **\$1,000,000** in the aggregate. This cap on liability includes liability for any Village direct damages or any amounts payable to third parties (for example, under indemnity claims) for which PPTX is responsible, but excludes the following items which are not counted toward the cap: (a) PPTX's liability for its own willful misconduct or intentional wrongdoing; and (b) any obligations to pay the Village amounts due under the Agreement (for instance, if PPTX owed the Village a refund or payment, though typically PPTX doesn't pay Village under this deal). The cap is intended primarily to align with PPTX's insurance coverage levels and to allocate risk of catastrophic losses.

- **9.2 No Indirect Damages:** In addition, neither PPTX nor the Village shall be liable to the other for any **consequential**, **indirect**, **special**, **exemplary**, **or punitive damages** or for any loss of profits, loss of revenue, or loss of goodwill, arising out of or related to this Agreement, regardless of whether such damages were foreseeable or a Party was advised of the possibility of such damages. This exclusion does not apply to amounts owed to third parties for which a Party is seeking indemnification under Section 8 (e.g., an indemnified third-party claim with consequential damages is treated as direct for the indemnitee) it mainly prevents either Party from suing the other for speculative losses like "reputation damage" or lost business opportunities.
- **9.3 Application:** The limitations in this Section 9 apply to all claims in the aggregate, meaning multiple claims or incidents will be grouped together under the cap. For example, if multiple residents brought claims against the Village and PPTX was found liable for some portion, all of PPTX's payments or liabilities to the Village in respect of those claims collectively could not exceed \$1,000,000 (unless willful misconduct was involved). The Parties agree that the prices and terms of this Agreement are based on the assumption of limited liability as set forth herein. Each Party acknowledges that it had the opportunity to negotiate this provision and that the cap and exclusions are a material part of the bargain.
- **9.4 Exceptions:** Notwithstanding the above, nothing in this Section 9 shall limit or exclude PPTX's liability for any act or omission deemed by a court of competent jurisdiction to constitute **willful misconduct, fraud, or intentional violation of law**. In addition, to the extent any claims are covered by insurance, the limitations of liability shall not prejudice the Village's right to recover under PPTX's insurance policies up to the policy limits (the intent being that PPTX will carry at least \$1,000,000 in applicable insurance so the cap is effectively backed by insurance coverage). Likewise, nothing in this Section limits the Village's ability to seek and obtain equitable remedies (such as injunctive relief) to the extent available at law, although the Village cannot use an injunction to circumvent the cap on monetary damages.
- **9.5 Village's Liability:** The Village's liability to PPTX is limited by the doctrines of sovereign and governmental immunity and by Illinois law (see Section 11.12). The Village does not waive any defenses or limits on liability provided by law. In no event shall the Village be liable for consequential damages to PPTX, and any Village obligation to pay damages (as opposed to the contractual payments to PPTX) would be subject to statutory limitations and appropriations.

The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The Parties acknowledge that this limitation of liability represents a fair allocation of risk and is a fundamental part of this Agreement.

10. Regulatory Changes

In the event that any federal, state, or local law, regulation, ordinance, or court order is enacted, amended, or interpreted after the Effective Date of this Agreement (a "Regulatory Change") which materially affects the ability of either Party to perform its obligations under this

Agreement, or **materially increases the costs** or burdens of such performance, the affected Party shall promptly notify the other Party in writing of the specific Regulatory Change and its impact on the Agreement. Examples of Regulatory Changes could include: a new state law prohibiting or restricting municipalities from adding fees to utility bills for services like telehealth; a change in healthcare regulations that significantly raises PPTX's cost of providing telehealth (such as a requirement for enhanced technology, new licensing fees, or additional personnel); or a change in tax law that imposes taxes on the Contributions or payments that were not anticipated.

Upon such notice, the Parties shall engage in good faith negotiations to **amend or adjust** the Agreement as necessary to comply with the law or address the increased costs. Possible adjustments include, but are not limited to: modifying the program structure or procedures to comply with the law; adjusting the Contribution rate or payment terms to offset increased costs due to the Regulatory Change; or other changes to fairly re-balance the economic and operational terms in light of the new situation.

If the Parties are **unable to reach agreement within 60 days** of the initial notice of the need for amendment (or sooner if the law requires compliance by an earlier deadline), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Such termination for Regulatory Change shall be treated as a no-fault termination (neither Party will be deemed in breach, and no termination penalty will apply). However, the Village shall pay PPTX for services rendered up to the termination date from the Contributions collected (or, if the law prohibits further collections, the Parties will negotiate in good faith a fair compensation for services already provided if some collected funds are still in the Village's possession).

During the period between the Regulatory Change notice and the amendment or termination (not to exceed the compliance deadline imposed by law), the Parties shall make reasonable interim adjustments to continue the service in compliance with law. For example, if a law banned opt-out fees on utility bills effective in 90 days, the Parties might agree to switch to an opt-in model or pause new charges while negotiating, and if no solution, wind down before the law's effective date.

This Section 10 is intended to ensure that the Agreement can adapt to significant legal changes and to protect both Parties from being forced to violate the law or suffer undue hardship due to unforeseen regulatory developments. It is **not** intended to allow termination or price renegotiation for minor changes or normal fluctuations in business conditions (for instance, a small increase in administrative paperwork would not trigger this, nor would a general economic downturn—there must be a specific change in law or regulation). Both Parties will approach any such situation with mutual respect and an aim to continue the program if at all possible under revised terms.

11. Additional Covenants and Miscellaneous Provisions

- **11.1 Right of First Refusal and Post-Termination Exclusivity:** The Village grants PPTX a **Right of First Refusal (Right-to-Match)** for any continuation or replacement of the telehealth services program for a period of 24 months after the termination or expiration of this Agreement (the "**ROFR Period**"). This means that if during the ROFR Period the Village decides to initiate or consider a substantially similar telehealth subscription program with another provider (where residents would be charged or contribute for telehealth services), the Village must first offer PPTX the opportunity to provide such services on the same or equivalent terms.
 - Procedure: If the Village receives a bona fide proposal or intends to solicit proposals from third-party telehealth providers for a program comparable to what PPTX offered, the Village shall notify PPTX in writing, providing the proposed key terms, including the identity of the new provider (if chosen) and the financial and service terms being offered. PPTX shall have 45 days from receipt of that notice to evaluate and, if it chooses, deliver to the Village a written notice agreeing to match those terms (financial, scope, and other material terms). If PPTX elects to match the terms within the 45-day period, the Village will not finalize an agreement with the third party and will instead, in good faith, negotiate a new agreement with PPTX on those matching terms (with appropriate modifications to reflect any differences in context, as long as they are not less favorable to the Village than the third party's terms). The Village and PPTX shall endeavor to execute a new contract or amendment formalizing the continued relationship.
 - Decline or No Response: If PPTX notifies the Village that it does not wish to match the
 terms, or if PPTX fails to respond within the 45-day period, then the Village may proceed
 to contract with the third-party provider on the terms offered to PPTX (or terms no more
 favorable to the third party than those offered to PPTX). However, if those terms
 materially change or if the Village doesn't enter an agreement within six months of
 PPTX's decline), the Village must re-offer PPTX the right to match any new or revised
 terms before contracting later on.

During the ROFR Period, except as allowed above, the Village will **not engage another telehealth provider** for a villagewide program. This effectively extends PPTX's exclusivity for one year post-contract to protect PPTX's investment and expectations, unless PPTX chooses not to match a new offer.

Exceptions: This Section 11.1 shall **not** apply if the Village terminates this Agreement for cause due to PPTX's breach (per Section 6.2(a)). In that circumstance, the Village is free to seek alternative services without offering PPTX a right to match. Additionally, this right-to-match does not prevent the Village from simply ending the program entirely for a time; it is only effective if the Village seeks a substitute provider/program within 24 months. This Section survives termination of the Agreement for the 24-month ROFR Period.

11.2 Audit of Records ("Inspection on Cause"): PPTX shall maintain complete and accurate books, records, and documents relevant to its performance under this Agreement (including records of service delivery and financial records relating to the Contributions and costs) in

accordance with generally accepted accounting principles and applicable law. The Village (or its authorized representative, such as an auditor or accountant) may request access to and the right to examine these relevant records **if and only if** the Village has a reasonable good-faith belief that it needs to verify a specific aspect of PPTX's performance or billing under this Agreement (for example, to investigate a suspected billing discrepancy or a compliance issue). In other words, the Village's right to audit is based on **cause**, not free-ranging access.

If the Village believes cause exists, it shall provide written notice to PPTX outlining the specific concern or area of inquiry and requesting an audit or inspection of records pertaining to that issue. Any such audit shall: (a) be conducted upon at least ten days' prior notice; (b) occur during PPTX's normal business hours; and (c) be conducted in a manner that does not unreasonably interfere with PPTX's business or operations. The scope of the audit will be limited to records that are material to the Village's stated cause for the audit. For example, if the concern is whether all collected Contributions were accounted for, the Village may review PPTX's records of invoices and payments received; if the concern is whether response times meet SLA, the Village may review PPTX's internal logs or system reports on response times.

PPTX shall reasonably cooperate with any such audit request, providing the Village or its auditor access to the pertinent records and appropriate staff to explain the records as needed. However, PPTX is **not required to expose proprietary or highly confidential information** not relevant to the audit, such as trade secrets, source code of software, or information about PPTX's other clients. The Village will have no access to patient medical records (except deidentified aggregate data) to protect patient privacy, and the Village cannot demand access to PPTX's systems except for pulling relevant data reports. If the audit requires PPTX to compile data in a certain format, PPTX will do so if reasonable, or the Parties will mutually agree on a method to extract the needed information.

Each Party shall bear its own costs of any audit. If an audit reveals an overpayment by the Village (for instance, an error in which the Village paid for non-participating households), PPTX shall refund the overpaid amount or credit it against future invoices. If an audit reveals an underpayment (e.g., some collected Contributions were inadvertently not reported), the Village shall include that in the next payment. If an audit uncovers a material breach by PPTX, the Village may exercise its remedies as provided in this Agreement. All information obtained in an audit shall be kept confidential by the Village to the extent allowed by law, and used solely for purposes of contract oversight.

11.3 Confidentiality and Public Information: The Parties anticipate that in the course of performance, each may disclose to the other information that is sensitive or proprietary. PPTX Confidential Information may include, for example, trade secrets, technical information about PPTX's telehealth platform, business plans, provider lists, training materials, or pricing structure beyond this contract. Village Confidential Information may include non-public personal data of residents (if any is shared) or internal Village plans or reports. Each Party agrees to treat information marked or otherwise clearly identified as confidential (or that should reasonably be understood as confidential by its nature) as confidential, and to not disclose it to any third party except as necessary for performing this Agreement or as required by law. Each Party will use

the same degree of care to protect the other's confidential information as it uses to protect its own confidential information of similar importance, but at a minimum shall use reasonable care.

The Parties acknowledge that the Village, as a governmental entity, is subject to Illinois, which may require disclosure of certain documents or records upon request by the public. If a request is made for information that involves PPTX's confidential or proprietary information, the Village will promptly notify PPTX (to the extent allowed by law) and give PPTX an opportunity to assert exceptions to disclosure with the Illinois Attorney General's Office as provided under the law. PPTX must act promptly to provide legal justification for withholding the information. The Village will reasonably cooperate with PPTX, at PPTX's expense, in seeking to protect such information, but the Village will make the final decision on disclosure as required by law and any Attorney General opinions. Any information that is purely medical records of patients will be withheld under TPIA exceptions for medical privacy and under HIPAA, as applicable.

In addition, the Parties agree to comply with all applicable privacy laws. PPTX, as a healthcare provider, is a covered entity or a business associate under HIPAA. The Village might be considered a sponsor or facilitator of the program and may be a **Business Associate** if it comes into contact with PHI. To address this, the Parties have included **Exhibit B**, a Business Associate Agreement (BAA) or placeholder for a BAA, which shall govern the use and protection of Protected Health Information. In case of any conflict between the BAA and this section regarding PHI, the BAA provisions shall control.

The confidentiality obligations in this Section 11.3 shall survive the termination of the Agreement for a period of at least **three years**, or indefinitely in the case of trade secrets for as long as they remain trade secrets under applicable law. Information that was previously known to a Party without obligation of confidentiality, independently developed, lawfully obtained from a third party, or that becomes public through no breach of this Agreement is not considered confidential. Furthermore, either Party may disclose the terms of this Agreement as needed to enforce its rights or as required by law or legal process (e.g., court order), but if so required, shall seek protective orders or confidential treatment to the extent available.

11.4 Independent Contractor: PPTX's relationship to the Village in the performance of this Agreement is that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between PPTX and the Village. Neither Party has the authority to bind the other to any contract or agreement or to incur any obligation or liability on behalf of the other Party, except as expressly provided in this Agreement. PPTX shall be solely responsible for the acts and omissions of its physicians, employees, contractors, and agents. All persons furnished by PPTX to perform work under this Agreement (including the telehealth doctors and staff) are employees or subcontractors of PPTX, and not of the Village. PPTX is responsible for all compensation, benefits, and taxes (including withholding, social security, workers' compensation, and unemployment insurance) for its employees and subcontractors. PPTX shall ensure that all personnel performing services are properly trained and supervised. The Village's interest is solely in the results of the services, i.e., that Telehealth Services are provided to residents as described; the manner and means of performing under this Agreement are under the control of PPTX, subject to the terms and standards herein.

Should any regulatory body or court deem any personnel of PPTX to be an agent or employee of the Village, PPTX shall indemnify and hold harmless the Village from and against any claims, liabilities, or expenses incurred by the Village as a result of any employment relationship (this is in addition to, not instead of, other indemnities).

11.5 Assignment and Subcontracting: Neither Party may assign or transfer this Agreement (or any of its rights or obligations hereunder) to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing: (a) PPTX may assign this Agreement, upon written notice to the Village, in the event of a merger, acquisition, or sale of substantially all of PPTX's assets or membership interests to another entity, provided that the successor entity is capable of performing PPTX's obligations and agrees in writing to be bound by the terms of this Agreement (such consent by the Village shall not be unreasonably withheld in such scenario); and (b) PPTX may freely engage subcontractors or independent contractors (such as a physician network or telehealth platform provider) to assist in delivering the services, provided that PPTX remains fully responsible for the performance of this Agreement and the compliance of any subcontractor with all applicable terms (including insurance and confidentiality obligations, etc.). PPTX shall notify the Village of any major subcontractor performing key portions of the services (for transparency, e.g., if PPTX uses a third-party telehealth physician group to handle overnight calls). The Village may require such subcontractors to sign a joinder agreeing to relevant contract provisions (like HIPAA BAA, if not covered by Exhibit B).

The Village may assign its rights and obligations hereunder to a successor governmental entity in the event of a reorganization or consolidation of the Village or its utility services, or to another agency or public instrumentality that takes over the program, upon notice to PPTX. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement, except as expressly provided (e.g., indemnitees).

- 11.6 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The Parties agree that this Agreement is performable in Dallas County, Texas. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a state court of competent jurisdiction located in Dallas County, Texas (or, if federal jurisdiction is applicable, the United States District Court for the Northern District of Texas, Dallas Division). Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on forum non conveniens or any claim that such forum is improper. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement.
- **11.7 Notices:** All notices, demands, invoices, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) on the date delivered by a reputable overnight courier service (e.g., FedEx, UPS) with tracking to the intended recipient's address; or (c) on the third Business

Day after (a "Business Day" is any day that is not a Saturday, Sunday or day on which banks in Illinois are closed for business) being sent by United States certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses (or such other address as a Party may designate by written notice to the other):

If to the Village:

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[Name or Title of Village Representative]

The Village of Algonquin, [Department]

[Address]

Algonquin, IL [ZIP]
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With a copy to: Village Attorney's Office, at the same address.

If to PPTX:

[Name or Title]

Pathways Physicians Texas, PLLC

[Street Address]

Dallas, TX [ZIP]

Email: [optional, for courtesy copies or routine communications]

Either Party may change its notice address by giving notice of the new address in the manner set forth above. Routine operational communications (e.g., day-to-day emails, reports) may be sent via email or other means, but any formal notice of breach, termination, or legal dispute must be delivered in one of the manners described in this Section 11.7 to be effective.

11.8 Entire Agreement: This Agreement, including all Exhibits attached hereto and any documents incorporated by reference, constitutes the **entire agreement** between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to the same subject. The Parties acknowledge that they have not relied on any statement, promise, or representation not expressly contained in this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both the Village and PPTX. **No verbal modifications** will be recognized. In the event of any conflict between the terms of the main body of this Agreement and any exhibit or attachment, the main body of

this Agreement shall prevail unless the exhibit expressly states an intent to override the main body on a specific issue (e.g., the BAA with respect to PHI privacy obligations).

- **11.9 Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (if possible) or, if modification is not possible, it shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall continue in full force and effect. The Parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent and economic effect of the invalid provision.
- **11.10 Waiver:** The failure of either Party to enforce any right or remedy provided by this Agreement or by law, or to insist upon strict performance of any term or condition of this Agreement, shall not constitute a waiver of that term, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver. One waiver shall not be interpreted as a continuing or future waiver of the same or a different provision. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.
- 11.11 No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the Village and PPTX, and not for the benefit of any third party (including, but not limited to, any resident or Household, or any subcontractor of PPTX, or any employee of the Village). No third party shall have any rights under this Agreement, except as expressly provided (for example, the indemnified parties under Section 8 are intended beneficiaries of the indemnity promise to the extent of their indemnification rights). While the Telehealth Services obviously benefit participating residents, those residents do not become third-party beneficiaries with direct rights to enforce this contract; any issues or claims they have (medical malpractice, etc.) are outside the scope of this Agreement and shall be handled between the patient and provider under applicable law. The Parties may amend or terminate this Agreement without the consent of any third party.
- 11.12 Governmental Immunity: The Village enters into this Agreement in its proprietary capavillage, rather than in a governmental or regulatory capavillage. However, nothing in this Agreement shall be deemed a waiver of the Village's governmental immunity or sovereign immunity or any legal limitations on the Village's liability, except to the extent specifically agreed (such as the indemnity to the extent permitted by law in Section 8.2). This Agreement shall not be construed to create any claim or cause of action against the Village that is not recognized under Illinois law. All privileges and immunities from liability, defenses, or laws limiting the Village's liability are fully retained by the Village. Likewise, nothing herein waives any immunities or defenses of PPTX under applicable law (though PPTX generally does not have sovereign immunity, it may have statutory protections under Good Samaritan laws or telemedicine statutes, etc., which are not waived).
- **11.13 Counterparts and Electronic Signatures:** This Agreement may be executed in multiple **counterparts**, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email (as a scanned PDF), or other electronic means shall be as valid and binding as an original, and either Party may use such a copy as evidence of the execution and delivery of this Agreement. The Parties further consent to the use of electronic signatures, as governed by the Illinois law, to the extent that each Party's laws and policies allow. If requested, the Parties will exchange original signed copies of the Agreement as well.

11.14 Force Majeure

- (a) **Definition.** "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party that, despite the exercise of commercially reasonable diligence, prevents or materially delays that Party's performance of its obligations under this Agreement. Force Majeure Events include, without limitation, tornadoes, hurricanes, floods, fires and other natural disasters; epidemics, pandemics or public-health emergencies; war, terrorism or civil unrest; acts of governmental authority (including mandatory shutdowns or embargoes); widespread power-grid, telecommunications or Internet failure; labor strikes not directed solely at the affected Party; and externally caused cyber-attacks or ransomware incidents that render systems inoperable.
- (b) **Notice and Suspension.** The Party whose performance is affected shall give the other Party written notice as soon as practicable, and in any event within five days, after becoming aware of the Force Majeure Event. Upon such notice the affected obligations are suspended for the duration of the Force Majeure Event, and any deadlines are extended for a period equal to the time lost because of the event.
- (c) **Mitigation.** Each Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as feasible.
- (d) **Extended Force Majeure Right to Terminate.** If a Force Majeure Event continues for 45 consecutive days and still materially prevents either Party's performance, either Party may terminate this Agreement without further liability—except for payment of Contributions for Telehealth Services actually rendered and for amounts that accrued before the Force Majeure Event—by providing ten days' written notice to the other Party.
- (e) **Exclusions**. A Force Majeure Event does **not** excuse:
- (i) the Village's obligation to remit Contributions already collected for services performed before the event; or
- (ii) either Party's confidentiality, data-security or indemnification obligations that can still be performed without material impairment.
- (f) **Relationship to Other Remedies.** Termination under this Section 11.14 is a **no-fault termination**; the termination fee in Section 6.1(c) does **not** apply, and neither Party will otherwise be liable for damages arising solely from its inability to perform during the Force Majeure Event.

11.15 Dispute-Resolution Ladder (Negotiation → Mediation → Litigation)

- (a) **Step 1 Notice of Dispute.** A Party asserting that a dispute, claim or controversy ("**Dispute**") has arisen under this Agreement shall deliver written notice describing the nature of the Dispute in reasonable detail.
- (b) **Step 2 Project-Level Conference (10 days).** Within ten days after the notice is received, the Parties' day-to-day contract liaisons (or other designated representatives) shall meet by phone or in person and attempt in good faith to resolve the Dispute.
- (c) **Step 3 Senior-Executive Meeting (30 days).** If the Dispute is not resolved at the project level, either Party may escalate it by written notice to a senior executive with authority to settle the matter. Within 15 days after such escalation notice, the executives shall confer (in person or by videoconference) and endeavor to reach a mutually acceptable resolution. This executive-level negotiation period shall continue for 30 days unless the executives agree to extend it.
- (d) **Step 4 Non-binding Mediation (Dallas County).** If the Dispute remains unresolved 30 days after executive escalation, the Parties shall submit the matter to non-binding mediation administered by the American Arbitration Association (**AAA**) or another mediator mutually agreed upon, to be held in Dallas County, Texas. Each Party shall bear its own costs and share the mediator's fee equally. The mediation shall be completed within 45 days after a demand for mediation is filed, unless the Parties agree otherwise.
- (e) **Condition Precedent to Litigation.** No Party may commence litigation or other formal adjudicatory proceedings unless it has first completed Steps 1-4 above. A court of competent jurisdiction may stay any action filed in breach of this subsection until the Parties complete the required steps.
- (f) **Carve-Outs.** Nothing in this section prevents either Party from seeking (i) a temporary restraining order, preliminary injunction or other provisional relief to protect confidentiality, intellectual-property rights or data security, or (ii) collection of undisputed monetary amounts, pending completion of the dispute-resolution steps.
- (g) **Effect on Limitations Periods.** All applicable statutes of limitation shall be tolled from the date a Dispute notice is delivered under subsection (a) until the earlier of (i) completion of the mediation described in subsection (d) or (ii) written agreement of the Parties that the Dispute has been resolved.
- (h) **Survival.** This § 11.15 survives any termination or expiration of the Agreement and applies to any Dispute arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

Exhibit A – Service Level Agreement (SLA) & Key Performance Indicators

Overview: This Exhibit outlines the performance standards and metrics PPTX agrees to meet in providing Telehealth Services, as well as reporting and monitoring mechanisms. These metrics are intended to ensure a high-quality experience for residents and accountability for service delivery. PPTX's performance will be reviewed against these standards regularly by the Village.

1. Service Availability & Responsiveness

- Availability: Telehealth Services shall be available to Participating Households 7 A.M. to 10 P.M. CST, 7 days a week, 365 days a year (except in the case of force majeure events as defined in the Agreement or scheduled maintenance as noted below).
 Residents must be able to request a consultation at any time.
- Measurement & Reporting: PPTX will track each request and response time in its system. The Monthly Reports to the Village will include the total number of service requests and response times. It will also highlight any outliers (e.g., calls that waited longer than 15 min.) and provide explanations if available (e.g., unusually high call volume hour, technical issue encountered).
- Escalation Procedure: If a resident's request is not responded to within 15 minutes,
 PPTX will have an internal escalation procedure to ensure the request is addressed
 promptly. For example, if a doctor has not picked up the case within 15 minutes, the
 system may alert a supervisor or send the request to an on-call backup provider. PPTX
 will keep records of any escalations and their resolution times.
- **Downtime:** PPTX will use commercially reasonable efforts to maintain continuous service availability. Any scheduled maintenance that would make services unavailable (or significantly impaired) for more than 15 minutes shall be communicated to the Village

at least 48 hours in advance and, whenever possible, scheduled during very low usage periods (e.g., 3:00 AM on a Sunday). Unscheduled outages or system failures shall be reported to the Village within 24 hours with an explanation of cause and corrective action. PPTX's Monthly Report will note any downtime incidents and their duration.

2. Quality of Service & Clinical Effectiveness

- Licensure and Credentials: 100% of providers delivering services must be properly licensed in Illinois and in good standing. PPTX will verify credentials upon onboarding any provider and regularly check for any disciplinary actions. Upon request, PPTX will confirm to the Village that all providers meet this requirement (without disclosing personal data, just a certification of compliance).
- Clinical Protocols: PPTX will adhere to evidence-based clinical guidelines for telehealth where applicable. While it's hard to measure clinical accuracy in an SLA, PPTX agrees to conduct periodic peer reviews of a sample of telehealth consultations for quality assurance. If the Village requests general results of such QA reviews, PPTX can share aggregated findings (e.g., "10 charts were reviewed this quarter with no significant deviations found").
- Patient Satisfaction: PPTX will strive to achieve high patient (resident) satisfaction with
 the telehealth service. PPTX will provide a mechanism (such as a follow-up text or email
 survey) for residents to rate their experience or provide feedback after consultations.
 Target: Achieve an average satisfaction rating of at least 4 out of 5 (or equivalent
 positive metric) and address any serious complaints. PPTX will summarize patient
 feedback in the Annual Report, including any trends or improvements made in response
 to feedback. (The Village and PPTX may mutually agree on specific survey questions
 and process.)
- Follow-Up and Continuity: If a resident requires follow-up, PPTX will provide clear
 instructions or schedule a follow-up telehealth check-in as appropriate. The goal is to
 ensure residents feel their issue was addressed or properly handed off. While difficult to
 metricize, PPTX will include any notable follow-up efforts in its reports (e.g., "5 patients
 were advised to get lab tests and we followed up with them two days later to discuss
 results").

3. Reporting & Accountability

Monthly Performance Reports: As noted, PPTX will deliver a monthly report including
at least: number of consultations, response time metrics (average, 95th percentile, %
within 10 min), participation numbers (if known to PPTX), any downtime incidents,
summary of resident feedback or complaints and resolutions, and any other Village-

requested metrics (if feasible).

- Annual Review Meeting: At least once per year (for example, around the program
 anniversary or in coordination with an annual report), PPTX and Village representatives
 shall have the opportunity to meet (in person or via conference) to review the program's
 performance, discuss any issues, and plan for any improvements or changes for the
 next year. This will include reviewing whether the SLA targets are being met and if any
 adjustments to resources are needed.
- Continuous Improvement: If the Village's utilization is lower or higher than expected, or if residents express certain needs (e.g., many asking for a certain type of service), PPTX will consider adjustments to better serve the community. Likewise, if response times or satisfaction fall short, PPTX will propose corrective actions (such as adding more on-call providers during peak times, or enhancing patient education materials). collaboratively, but these measures underscore the importance of meeting the SLA.
- Billing Accuracy: Although not a "service level" per se, PPTX is expected to accurately
 invoice only for Participating Households as reported by the Village. Any discrepancies
 found (billing for someone who opted out, etc.) will be corrected in the next cycle. The
 Village will similarly ensure its reports to PPTX are accurate to avoid under/over
 payments.

(End of Exhibit A)

Exhibit B – Business Associate Agreement (HIPAA Terms)

[Note: This Exhibit will be a formal Business Associate Agreement ("BAA") between the Village (if the Village is a covered entity or acting on behalf of one) and PPTX, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws. The full text of the BAA is not included here, but its key provisions will include:

- Permitted Uses and Disclosures: Defining how PPTX (as a Business Associate) may
 use or disclose Protected Health Information (PHI) received from or on behalf of the
 Village (the Covered Entity) generally limited to performing the Telehealth Services
 and as otherwise required by law.
- **Safeguards:** PPTX must implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of PHI, including compliance with the

HIPAA Security Rule for electronic PHI.

- Breach Notification: PPTX must report to the Village any use or disclosure of PHI not provided for by the Agreement (including any "Breach" of Unsecured PHI as defined by HIPAA) without unreasonable delay and in no case later than a specified number of days upon discovery. Such notification will include information about the breach as required by 45 C.F.R. 164.410.
- Subcontractors: PPTX must ensure that any subcontractors that create, receive, or transmit PHI on behalf of PPTX agree in writing to the same restrictions and conditions that apply to PPTX under the BAA.
- Access and Amendment: To the extent PPTX has PHI in a Designated Record Set, it
 will provide access to PHI to the Village or the individual, and incorporate amendments
 to PHI, as required by 45 C.F.R. §§ 164.524 and 164.526. (In the telehealth program
 context, PPTX might maintain its own medical records, so it will handle patient rights
 directly as a provider; the BAA ensures coordination if needed.)
- Accounting of Disclosures: PPTX will document disclosures of PHI and provide an
 accounting to the Village or the individual upon request, as required by 45 C.F.R.
 §164.528 (for example, disclosures for public health or law enforcement, but typically
 telehealth will have minimal such disclosures).
- Right to Audit and Inspection: The Village (or Covered Entity) can terminate the BAA
 if PPTX violates a material term. Also, PPTX agrees to make its internal practices and
 records relating to PHI available to the U.S. Department of Health and Human Services
 (HHS) for compliance checks.
- Return/Destruction of PHI: Upon termination of the BAA, PPTX will return or destroy all PHI received from the Village, if feasible, or extend protections if destruction is infeasible. (Note: PPTX as a provider may have independent obligations to maintain patient records, so this will be addressed accordingly – likely PHI will be retained by PPTX under continued protections rather than returned to the Village).
- Miscellaneous: Definitions aligning with HIPAA (Privacy Rule, Security Rule, Breach, Unsecured PHI, etc.), no third-party beneficiaries (other than HHS rights), and that in case of any conflict between the BAA and the main Agreement, the BAA governs with respect to PHI privacy/security.

The Parties will execute a separate BAA document incorporating these terms. Once executed, that BAA will be attached hereto as Exhibit B and is hereby incorporated by reference. Until then, this placeholder summary indicates the Parties' commitment to enter a BAA as required by law.]

Exhibit C – Form of Utility Bill Addendum (Resident Notice)

(The following is a sample of the notice that will be provided to The Village of Algonquin utility customers regarding the telehealth program. This text may be adapted for format, but the core information will be conveyed as below.)

The Village of Algonquin – New Telehealth Services Program

Access a Medical Provider - For Just \$6 a Month!

The Village of Algonquin is excited to offer a new **Telehealth Services Program** for our residents, in partnership with Pathways Physicians Texas (PPTX). This optional program gives your household **access to medical professionals by phone or video** for common health concerns.

How the Program Works:

Beginning [Launch Date], a \$6.00 charge will appear on your monthly Village utility bill labeled "Telehealth Services Program." This covers **unlimited** telehealth consultations for you and members of your household with board-certified doctors through our partner, PPTX. You can call, text, or video chat with a doctor **365 days a year.**

There are **no copays**, **no per-call charges**, **and no insurance required**. The program is funded by the community for the community. Doctors can provide medical advice, diagnose many common conditions, and even prescribe medications if needed (sent to your local pharmacy). All from the comfort of your home!

What's Included:

- **Unlimited Telehealth Visits:** Connect with a doctor via phone or video as often as you need for everyday illnesses like flu, sinus infections, rashes, upset stomach, and more.
- Quick Response: Experienced medical providers are standing by. 95% of calls are answered within just a few minutes or less, often much sooner. Getting the kids ready for bed? Early morning? Weekends? You'll still reach a doctor quickly.

- **No Additional Fees:** You pay only the monthly program fee. There is no charge at the time of service. Talk to the doctor as long as needed one flat rate covers it all.
- Household Coverage: The telehealth program covers everyone in your household (all family members living at your address up to 10 individuals). One fee per household, not per person. So your spouse and children (or other household members) can all use the service.

Opt-Out Option – You're In Control:

Participation is **voluntary**. We hope you'll find this service valuable, but if you **do not wish to participate**, you may opt out at any time. To opt out, simply do one of the following:

- Call us at [Village Utility Department Phone Number] and say you want to opt out of the telehealth program.
- Visit [Village's Telehealth Program Webpage URL] and submit the opt-out form online.
- Or visit the Algonquin Utility Customer Service office in person.

If you opt out, the telehealth charge will be removed from your bill and your household will **not** have access to the telehealth services. There is no penalty to opt out. If you opt out before [Launch Date] (or within the first 30 days of being charged), we will ensure you are not billed or receive a full credit if already billed. **Important:** If you simply do not pay the \$6.00 on your bill, we will treat that as choosing to opt out, and you won't be billed further (and won't be able to use the service). It's best to contact us to formally opt out to avoid any confusion.

If you opt out now but change your mind later, you can opt back in during an open re-enrollment period (to be announced) or by contacting us to re-subscribe; the fee would then resume on your bill.

Privacy and How to Use the Service:

Using the telehealth service is easy and private. Here's what to do when you need to speak with a doctor:

- 1. **Text [Telehealth Text Number]** Identify yourself as an Algonquin resident in the program and provide your address or enrollment info for verification. (Your information is confidential and only used to verify you're enrolled.)
- 2. **Consult with a Doctor:** A licensed Illinois physician will promptly speak with you by phone or video. They will ask about your symptoms, medical history, and provide guidance. Everything you discuss is **protected by doctor-patient confidentiality and**

HIPAA – the Village does **not** receive details of your medical consult.

- 3. Get Treatment: If it's something that can be handled via telehealth, the doctor will advise a treatment plan. If a prescription is needed, they can send it to your chosen pharmacy. If the issue is more serious and cannot be resolved remotely, the doctor will direct you to in-person care (like an urgent care or ER) and can provide a summary of the concern for you to share with that provider.
- 4. **Follow-Up:** If you have questions after your consult or if symptoms change, you can call back remember, unlimited access. You may even get a follow-up message from the telehealth team to check on you.

The Village does NOT have access to your personal health information. The only information the Village receives is aggregated usage statistics (e.g., how many calls this month) to evaluate program success. Individual medical details are strictly between you, the doctors, and PPTX, protected under HIPAA. If you have a medical emergency, do **not** wait for a telehealth call—dial 9-1-1 immediately.

Why Telehealth?

This program is designed to improve healthcare access for Algonquin residents. Whether you have insurance or not, whether it's a weekend or holiday, you shouldn't have to make expensive ER trips for minor issues or wait days for an appointment. Telehealth is a convenient first stop for many common ailments and health questions. It's not meant to replace your primary doctor for regular checkups, but it can fill gaps and provide peace of mind anytime you're sick or concerned.

Questions?

- For questions about the telehealth service or what it can be used for, call [PPTX
 Customer Support Number] or visit [PPTX Program FAQ link]. They can explain how
 it works in detail.
- For questions about the billing or opt-out process, contact the Village's Utility Customer Service at [Utility Dept Number] or email [Utility Dept Email].
- To learn more, visit [Village's webpage for Telehealth Program], which includes FAQs, opt-out instructions, and links to resources.

We encourage you to give this program a try. For just \$6 a month, your household gains around-the-clock access to medical advice and care. Many issues can be resolved quickly over the phone – saving you time and money. This is part of the Village's commitment to community well-being and innovation in service delivery.

Exhibit D – Village Marketing Commitments

To support and grow the telehealth program, the Village agrees to undertake the following outreach and marketing efforts (at its own expense) in collaboration with PPTX:

- 1. Quarterly Mailers / Bill Inserts: At least once each quarter, the Village will include a dedicated notice or informational flyer about the telehealth program in its utility billing mail-outs (or send a standalone mailer). These will highlight the program's benefits, remind residents of the service availability, and provide instructions on how to access care or opt out. Content for these mailers will be prepared jointly by the Village and PPTX (with PPTX providing any necessary artwork or success stories), and the Village will ensure they are mailed to all residential households.
- 2. Social Media Promotion: The Village will promote the telehealth program on its official social media accounts. At minimum, two posts per quarter will be made on platforms such as Facebook and Twitter (or other platforms the Village commonly uses) to raise awareness of the service. Posts may include general reminders about the program, tips for using telehealth (e.g., during flu season), or success anecdotes (subject to privacy considerations). PPTX can supply sample post text or graphics, but the Village will tailor and publish them.
- 3. New Resident Welcome Packets: The Village will include information about the telehealth program in materials provided to new residents or new utility account holders. This may be a brochure, a one-page insert, or a section in a digital welcome packet. The information will explain that the Village offers this telehealth service, note the monthly Contribution (with opt-out rights), and instruct how to use the service. By ensuring every new resident learns of the program upon moving in, the Village helps maintain or increase participation rates over time.
- 4. Community Events and Health Fairs: The Village will facilitate PPTX's participation in local community health-related events. Specifically, the Village commits to providing PPTX the opportunity to host a booth or table at least one Village-sponsored health fair or community wellness event per year to promote the telehealth program directly to residents. Additionally, the Village will invite or allow PPTX to participate in other relevant events (for example, neighborhood block parties, senior center events, etc., where appropriate). The Village will also permit distribution of telehealth program literature at Village facilities (such as community centers or libraries) in brochure racks or

bulletin boards, subject to any standard Village guidelines.

- 5. Village Website and Media Releases: The Village will maintain an up-to-date page on its official website dedicated to the telehealth program, which will include program details, FAQs, and links or phone numbers for access and opt-out. The Village's communications department will also support the program with periodic media outreach: for example, issuing a press release or news blurb at program launch and on notable milestones (such as "1,000 calls served in first 6 months" or any major enhancements to the program). The Village may feature the program in its newsletters or e-news (if such communications exist) at least annually to remind residents of this available benefit. The Village's Public Information Office will coordinate with PPTX on any press announcements to ensure accuracy and positive messaging and will include quotes or participation from PPTX representatives as appropriate.
- 6. **Funding of Part Time Utility Office Staff:** PPTX will assist in the funding of a part time employee to work inside of the village utility billing office for the first three months of our program launch. This person can work as a community liaison to promote the program while also answering calls that come into village hall with questions about the program.

By executing these marketing commitments, the Village helps ensure residents are aware of and educated about the telehealth program, thereby driving participation and maximizing the program's success. The Village and PPTX will communicate regularly (for instance, via quarterly check-ins) to plan upcoming outreach efforts and share feedback on past initiatives. All marketing materials will adhere to Village branding guidelines and be approved by the Village prior to distribution, and PPTX will promptly provide any information or logos required by the Village to fulfill these commitments. The Parties acknowledge that effective communication is key to the program's sustainability, and these commitments reflect the Village's active role in that effort.

(End of Exhibit D)

Exhibit E – Preferred Pricing Extension Clause

The Company agrees to extend the same discounted pricing of \$6.00 per month for a period of three (3) years to any other city or village located within McHenry County or to any member municipality of the Metro West Council of Governments, provided that: (i) such city or village schedules a presentation of the program for its governing council on or before July 1, and (ii) its governing council formally approves participation in the program on or before August 31.

(End of Exhibit E)

Dr. Dirk Perritt, M.D.

Accomplishments: Dr. Dirk Perritt, CEO of MD Health Pathways, is a visionary healthcare leader and emergency physician. With over 20 years of clinical and administrative experience, he has led transformative initiatives in health tech integration, quality improvement, and telehealth expansion. He earned the prestigious Congressional Patriot Award for leadership during the COVID-19 pandemic. His career reflects a profound commitment to community service, patient-centered innovation, and public health.

Credentials:

- M.D., Medical University of Ohio at Toledo
- B.S. Biomedical Engineering, Case Western Reserve University Cum Laude
- Residency in Emergency Medicine, UT Southwestern
- Board Certified American Board of Emergency Medicine (ID: 69581828)
- Honors: Congressional Patriot Award (2024)
- Leadership: CEO, MD Health Pathways; Board Member, LOVE GOD GREATLY;
 Principal Investigator Gauss Surgical

Dr. Michael L. Fawcett, M.D., FACEP, DABFM

Accomplishments: Dr. Michael Fawcett brings over 30 years of clinical leadership in emergency medicine and virtual care delivery. He currently serves as the Medical Director of MD Health Pathways, where he oversees multi-state telehealth operations and supervises advanced practice providers. His commitment to high-quality, evidence-based care is reflected in his extensive emergency medicine experience with TeamHealth and Advance ER, including a prior role as Associate Medical Director. Dr. Fawcett's leadership extends to his involvement in quality improvement committees, especially in stroke care, and his affiliations with major hospitals such as Texas Health Presbyterian Dallas and Rockwall.

- M.D., University of Texas Medical Branch Galveston
- B.A. in Zoology, University of Texas at Austin

- Family Medicine Residency, John Peter Smith Hospital
- Board Certified American Board of Family Medicine
- Fellow American College of Emergency Physicians
- Certifications: ACLS, PALS, ATLS, NIH Stroke Scale
- Texas Medical License: H9512
- Hospital Affiliations: Texas Health Presbyterian (Dallas, Kaufman, Rockwall)
- Memberships: ACEP, AAPS, AAFP, TMA, DCMS

Dr. Ariana Savannah Campbell, M.D., MBA

Accomplishments: Dr. Campbell is a dynamic physician-leader and writer, actively practicing family and emergency medicine through her roles at MUSC, Dream Center Clinic, and MD Health Pathways. A former Accelerated Pathway medical graduate, she excels in providing care in underserved communities and has extensive procedural expertise. Beyond her clinical roles, she contributes health and wellness content and has multiple peer-reviewed publications. Her scholarly work spans academic medicine, business, and public education, complemented by a strong record of honors and leadership.

- M.D., Medical University of South Carolina (Accelerated Pathway)
- M.B.A., Coastal Carolina University
- B.A. Biology, College of Charleston Summa Cum Laude
- Certifications: ACLS, PALS, CITI, BLS, TeamSTEPPS, Quality Improvement
- Honors: Alpha Omega Alpha, Gold Humanism Honor Society, MUSC ED Intern of the Year. MBA Student of the Year
- Memberships: AAFP, Phi Kappa Phi, Beta Gamma Sigma

Christie Redrow, PA-C

Accomplishments: Christie Redrow is a highly experienced Physician Assistant with over 15 years in emergency and urgent care. At TeamHealth DFW, she serves as Co-Lead APC, managing 45 advanced practice clinicians across 12 contracts, optimizing clinical quality and staffing. Her background in psychology and leadership in psychiatric crisis intervention adds a valuable layer to her holistic approach to care. Christie is widely recognized for her excellence in patient satisfaction, earning numerous Press Ganey accolades.

Credentials:

- M.P.A.S., UT Southwestern Medical School
- M.A. Clinical Psychology, Texas A&M Corpus Christi
- B.A. Psychology, UT Tyler; A.A. Psychology, Cowley County Community College
- Licenses: PA-C (PA05721), DEA, NPI, LPC (expired)
- Awards: APC of the Year (2011), Top Press Ganey Provider (2009–Present), Director of the Year, Timberlawn

Kara E. Ellison, PA-C, M.D., M.S.

Accomplishments: Kara Ellison is an accomplished Physician Assistant and medical doctor with over two decades of diverse clinical experience in emergency medicine, urgent care, and family practice. She is recognized for her procedural proficiency, leadership roles, and contributions to medical literature. Her clinical scope spans advanced trauma interventions and acute care, and she is well-versed in EMR systems. Her dual qualifications reflect an extraordinary dedication to lifelong learning and patient care.

- M.D., M.S., B.M.B.S., University of Science Arts and Technology Summa Cum Laude
- M.S. in PA Studies, University of St. Francis
- B.S. in Education, Eastern New Mexico University
- Certified PA (NCCPA #105999)

- Licenses: Texas PA License (PA03904), DEA
- Certifications: ATLS, ACLS, PALS, BLS
- Publications: MedCrave (2016), Journal of Neurology and Stroke (2016)

Theresa A. Biedenbach, PA-C

Accomplishments: Theresa Biedenbach is a seasoned Physician Assistant with a career spanning urgent care, emergency medicine, hospitalist services, and telehealth. Her extensive work across multiple states and platforms, including MD Health Pathways and Texas Health Resources, highlights her adaptability and clinical expertise. She has also contributed to education as a guest lecturer and study coordinator. Theresa is recognized for her dedication to continuous learning and cross-disciplinary care.

- M.S. in Physician Assistant Studies, UMDNJ/Seton Hall
- B.S. in Biology Magna Cum Laude, Seton Hall University
- B.S. in Psychology, Carnegie Mellon University
- Licensed PA: Texas, South Carolina, Arizona
- Certifications: ACLS, BLS (Instructor, past), ATLS (expired)
- Memberships: AAPA, NCCPA; DOT Certified Examiner



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

-MEMORANDUM-

DATE: May 5, 2025

TO: Tim Schloneger, Village Manager

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

SUBJECT: Intergovernmental Agreement with the Village of Lake in the Hills for

Water Shut-Offs Related to Delinquent Sewer Accounts

The Village of Algonquin and the Village of Lake in the Hills have coordinated utility services for properties in specific unincorporated areas where Lake in the Hills provides water service and Algonquin provides sanitary sewer service. Historically, Algonquin has had limited enforcement mechanisms for unpaid sewer charges in these areas.

To improve the collection of delinquent sewer accounts, staff recommends entering into an Intergovernmental Agreement with the Village of Lake in the Hills. Under this agreement, Lake in the Hills would shut off water service to properties with unpaid Algonquin sewer charges, at the Village's request and upon proper notice to the property owner. This tool will improve enforcement and promote greater equity across utility customers.

Key Terms of the IGA

- Lake in the Hills will perform water shut-offs for sewer non-payment at Algonquin's written request.
- Algonquin will notify property owners of delinquency and potential shut-off, providing adequate opportunity to pay.
- Lake in the Hills will reconnect service upon confirmation from Algonquin that payment has been received.
- Algonquin agrees to reimburse Lake in the Hills for staff time and materials associated with each shut-off/reconnect, which is passed along to the customer.

Recommendation

Staff recommends approval of the Intergovernmental Agreement with the Village of Lake in the Hills to allow water shut-offs to enforce delinquent sanitary sewer accounts. This agreement strengthens our ability to collect on past-due accounts and enhances coordination between local agencies. Please let me know if you have any questions or need further details before formal action.

C: Nadim Badran, Public Works Director Corinne Gerstmayr, Utility Billing Coordinator

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LAKE IN THE HILLS AND THE VILLAGE OF ALGONQUIN FOR PROVIDING WATER DISCONNECTION SERVICE

This agreement made and entered into this dy day of ___, 2025, by and between the Village of Lake in the Hills, an Illinois home rule municipal corporation (hereinafter referred to as the "LITH") and the Village of Algonquin, an Illinois home rule municipal corporation (hereinafter referred to as "Algonquin") providing for the discontinuance of water service to premises for the nonpayment of sewerage service charges ("Agreement").

WHEREAS, LITH and Algonquin provide water and sanitary sewer services to the residents of unincorporated Algonquin through the provision of potable water by LITH and provision of sewage collection and treatment by Algonquin; and

WHEREAS, LITH and Algonquin agree that it is in the best interests of the unincorporated residents mutually served by LITH and Algonquin to cooperate whenever possible on areas of concern affecting said residents; and

WHEREAS, LITH and Algonquin agree that the establishment of this intergovernmental agreement is necessary to provide the terms and conditions for providing for the discontinuance of water service to premises for the nonpayment of sewerage service charges; and

WHEREAS, Section 11-141-7 of the Illinois Municipal Code (65 ILCS 5/11-141-7) ('the Statute') provides that the payment of delinquent charges for sewerage service to any premises shall be enforced by discontinuing either the water service or the sewerage service to that premises, or both; and

WHEREAS, the Statute provides that the public or municipal corporation or political subdivision of the State furnishing water services to a premises shall discontinue that service upon receiving written notice from the sewerage service provider (Algonquin) that payment of the rate or charge for sewerage service to the premises has become delinquent; and

WHEREAS, the Statute requires that the sewerage service provider (Algonquin) reimburse the water provider (LITH) for the reasonable cost of discontinuing and resuming such water service and for lost water service revenues caused by such discontinuation of water service; and

WHEREAS, Algonquin desires that LITH discontinue water service to premises for delinquent charges for sewerage service as provided by the Statute,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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, it is agreed as follows:

I. DISCONTINUANCE OF WATER SERVICE

A. Algonquin shall not request discontinuation of water service before sending a notice of the delinquency to the sewer user and affording the User an opportunity to be heard. LITH shall be provided copies of all notices. In the event Algonquin determines that the discontinuance of service is necessary, Algonquin shall provide LITH a seven (7) day written advance notice for each request for discontinuance of water service. LITH will advise Algonquin if water service cannot be discontinued

and the reasons therefore. LITH will discontinue water services jointly with a representative of Algonquin and LITH, at a mutually agreed time during the hours of 7:00 a.m. to 2:00 p.m. on business days. Algonquin may, prior to the discontinuance, post a termination notice at the premises notifying the User that water service will be discontinued for non-payment to Algonquin.

- B. All complaints, correspondence, inquiries and communications from the sewer user shall be directed to Algonquin. LITH shall have no obligation to reply, respond, communicate or otherwise correspond to any Algonquin sewer user.
- In addition to any other fees or compensation provided for in this Agreement to be paid by Algonquin to LITH, Algonquin shall reimburse LITH for the cost of the discontinuance and the reinstatement of water service in the same amount as allowed by Village Code for each such discontinuance and reinstatement. LITH shall reinstate water service with reasonable diligence upon notification from Algonquin that the User has satisfied its balance. A reinstatement of water service which occurs after 2:30 pm or before 7:00 am Monday through Friday, shall be considered after hours and Algonquin shall reimburse LITH one and a half times the water reinstatement rate as allowed by Village Code. No disconnection or reconnection service shall occur between 2:30 pm Friday and 7:00 am Monday, or at any time on Village Holidays. A reinstatement of water will only occur if there is a resident on the premises where the water service is to be reconnected. Compensation shall also be provided for lost water service revenues as determined by the water consumption history of the premises being disconnected, however, if the time period during which the delinquent User's water service is shut off is less than seven (7) days, Algonquin shall not be liable for LITH's lost water revenue, which shall be deemed de minimis.
- D. In the event LITH, upon receiving a discontinuance notice from Algonquin, has already commenced proceedings to disconnect the water service to the premises for non-payment of water service charges or other reason unrelated to Algonquin, Algonquin shall not be liable to LITH for any discontinuance and reinstatement charge, or lost revenues for water service, except for such lost revenues for water service that would have accrued beyond seven (7) days after the water service charges have been paid in full to LITH.
- E. LITH may sustain discontinued water service to the premises of a new User who was not delinquent, if the previous owner of the premises was delinquent in the payment of fees for water or sanitary sewer services charged by LITH or Algonquin. The term "User" shall mean a person, corporation or business entity that has an ownership interest in or title to a premise which receives sewer services from Algonquin. It does not include a tenant, renter, possessor or guest of the premises.
- F. Each Party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement. Each party further agrees to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, against claims or liabilities arising out of any injury to person or property, or caused by the party's acts infringing or allegedly infringing on the proprietary rights of a third party. Nothing in this Agreement prevents either Party from asserting any tort immunities or other

legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Each Party shall maintain liability insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken pursuant to this Agreement. Each Party shall provide a certificate of insurance stating the aforementioned coverage upon request.

II. GENERAL PROVISIONS

- A. This Agreement shall be in full force and effect from and after the date first above written and shall be for a term of five (5) years. After the expiration of the original term of this agreement, the agreement will automatically renew each year unless cancelled in accordance with the provisions of paragraph II.B.
- B. After the expiration of the initial five-year term of this Agreement, the Agreement may be cancelled by either party without premium or penalty of any kind by giving the other party notice of such cancellation not less than one hundred twenty (120) days prior to the effective date of cancellation.
- C. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- D. It is expressly understood that if a governmental or legislative body other than the parties hereto enacts any law or statute which prohibits, or has the effect of prohibiting, either party from complying with this Agreement, then this Agreement shall terminate.
- E. Neither party shall be deemed in violation of this Agreement for the delay in that party's performance or failure to perform in whole or in part its obligation under this Agreement due to strike, work stoppages, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control. In the event that the delay in performance or failure to perform affects only a part of either party's capacity to perform its obligations under this Agreement, then such party shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible.
- F. In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Algonquin and LITH.
- G. The Parties agree that the laws of the State of Illinois shall govern their relation in the interpretation of this Agreement.
- H. All notices herein required shall be in writing and shall be served upon the parties in the following manner:

 By mailing of notices, properly addressed and with postage pre-paid, or the personal delivery of the notices to the following:

Village of Lake in the Hills Attn: Village Administrator 600 Harvest Gate Lake in the Hills, IL 60156

Village of Algonquin Attn: Village Manager 2200 Harnish Drive Algonquin, IL 60102

- By fax transmission, if a fax number has been provided by the recipient party;
 or
- By e-mail transmission, if an e-mail address has been provided by the recipient party.
- The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase is held to be contrary to law or otherwise unenforceable by a court of competent jurisdiction, and such decisions shall not affect the remaining portions of this Agreement.
- J. It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes any prior agreements between the Parties relating to the subject matter hereof.
- K. The officers of Algonquin and LITH executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of their respective municipality.
- L. This Agreement may be executed in counterparts or duplicate originals or with separate signature pages, each of which shall constitute and be deemed on the same document.

IN WITNESS WHEREOF, Algonquin and LITH, by their officers thereunto duly authorized, have caused this agreement to be executed on the date and year first above written.

Village of Lake in the Hills	Village of Algonquin
By: Almster P	Ву:
Attest: Hen Japan	Attest:



VILLAGE OF ALGONQUIN General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: May 7, 2025

Re: Proposed Amendments to Chapter 16 of the Municipal Code – Cemetery and Columbaria

Garden Regulations

In light of the installation of the new columbaria garden and upon review of best practices and guidance from the State ILCOD, the following amendments to the municipal code are proposed to improve clarity, consistency, and operational standards:

Transfer of Sale via Purchase Agreement

Add language to establish that all niche sales must be executed through a formal Purchase Agreement. This agreement outlines rights, responsibilities, and expectations for each party, as recommended by the State ILCOD. This ensures proper recordkeeping and compliance.

Prohibition of Post-Interment/Inurnment Transfers

Include language clarifying that no transfers or resales of niches are permitted after interment or inurnment has occurred. This maintains the integrity of final resting places and simplifies administrative oversight.

Revised Visitation Hours

Align the hours of public access to the columbaria garden with those of other Village parks and public spaces. This promotes consistency and aids enforcement.

Removal of Tree and Shrub Planting Permissions

Eliminate prior provisions allowing planting of trees or shrubs within the columbaria garden area. This change protects the designed landscape aesthetics and avoids root system interference or maintenance burdens.

Block 10 – No Decorations Policy

Add specific language to Block 10 of the municipal code to prohibit decorations in or around the columbaria niches. This ensures walkways and benches remain unobstructed and the area retains a clean, respectful appearance.

Double Inurnment Allowance

Update policy to permit two cremains per niche, provided the niche size accommodates it. This enhances affordability and reflects standard practice in surrounding jurisdictions.

Faceplate Inscription Standards

Establish clear guidelines for what is permitted on niche faceplates (e.g., name, birth/death years, symbols with approval). Additionally, require that all engraving be coordinated through the Village, to be completed by a professional, insured engraver. This ensures quality and reduces liability.

Attached is a redline version of the Chapter 16 referencing the proposed changes.

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 24-O-29

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 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 grave, 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 24-O-29, 21-O-27

- 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 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 shall be transferred through a purchase agreement 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. No transfers of deed shall transpire after an interment or inurnment.
- 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, 24-0-29, 21-0-27, 13-0-49, 12-0-43

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

- 1. The hours shall be from 6 a.m.dawn 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.
- 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.
- 41.12. Decorations are not permitted in Block 10, Columbarium Garden
- 12.13. All vehicles shall be parked on the road. No vehicles shall be parked on the grass.

- 13.14. All rubbish must be placed in the proper containers provided for that purpose.
- 14.15. All interments must be approved by the Manager and the, Public Works Director or designee and properly recorded in the Village cemetery records.
- 15.16. No pets shall be interred in the cemetery, either as a full-body interment or as cremated remains.
- 16.17. The use of controlled substances is expressly forbidden in the cemetery.
- <u>17.18.</u> All transfers of ownership of grave sites <u>and/or niches</u> shall be properly recorded with the Village. <u>No transfers will transpire after interment or inurnment.</u>
- 18.19. Cremated remains may not be sprinkled on top of the ground. 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 within a marked columbarium niche. The vault must be made of a material such as stainless steel, concrete, marble, fiberglass, or a poly base container.
- 19.20. 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.
- 20.21. 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 may contain only one two cremated remains.
- 21.22. 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.
- 23. No monument erected on any lot shall bear a photograph(s).
- 22.24. Each niche of the columbaria may include a granite face plate bearing the family surname, first name, middle name or initial, date of birth and date of death; all engraving shall be done by the Village.



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

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

DATE: May 8, 2025

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: Board Room Audio System Replacement

The Village has encountered numerous issues with our current audio system, which has increasingly hindered meeting operations. Not only is the system outdated and no longer supported (end-of-life and end-of-service), but these limitations also prevent authorized service providers from performing necessary maintenance and repairs efficiently.

Additionally, previous water-related incidents have caused significant damage to the existing sound infrastructure, compromising the system's reliability and performance.

After evaluating replacement options, the cost of a new system has been determined to be \$37,659, which we propose funding through existing cash reserves. Importantly, as part of this upgrade, we will also add accessibility hearing aid options to better serve residents and visitors who are hard of hearing.

I recommend that the Village Board formally approve the purchase by Resolution.



Proposal #: MR250415-1

□AUDIO □VIDEO □DATA □SECURITY □TELECOM

April 15, 2025

Kevin Crook Village of Algonquin 2200 Harnish Dr. Algonquin, IL 60102

Dear Kevin,

We sincerely appreciate the opportunity to submit this proposal for the Village of Algonquin Ganek Municipal Center Audio Upgrades. I am confident that the systems priced, and full installation contained herein will meet your needs.

The existing audio system has been in use for many years and has exceeded its useful life. The now outdated equipment no longer provides the reliability and performance required for a modern municipality. The following proposed upgrades will provide quality audio at the Ganek Municipal Center with easy-to-use controls to improve the overall worship experience.

We propose the installation of new gooseneck microphones, desktop microphones, a new wireless microphone system, a new assistive listening system, a new digital signal processor, and new speakers for the lobby.

Again, thank you for the opportunity to be part of this project and to submit this proposal. As you review this document, please feel free to contact me any time for clarification or to address any changes that should be made. We look forward to working with you on a successful project and a timely installation.

Sincerely,

Matt Rzemyk

Sales Representative Pentegra Systems LLC 1400 Shore Road, Naperville, IL 60563

Direct: (630) 607-6335 - Mobile: (631) 431-7678

Website: www.pentegrasystems.com

Doug Lanham

AV Solutions Engineer



Proposal #: MR250415-1

□AUDIO	□VIDEO	\Box DATA	

Scope of Work - Equipment, Materials

Installation and Services to be rendered by Pentegra Systems

Existing owner-furnished equipment utilized in the audio system will include but may not be limited to: equipment rack, speakers, wiring/cabling, wired microphones, stands/hardware, display(s) / screen(s), etc.

- Removal of existing components from equipment rack (2 digital signal processors, input plate, sequential switch, & amplifier)
- Installation of new digital signal processor and controller
- Installation of new power amplifier
- Installation and Programming of new wireless microphone system including:
 - · Two (2) Dual-Channel Receivers
 - · Two (2) Handheld Microphone Transmitters
 - Two (2) Bodypack Transmitters with Lavalier Microphones
 - · Four (4) Rechargeable Lithium-Ion Batteries
 - · Two (2) 2-port Battery Charger Docking Stations
- Installation and Programming of a new assistive listening system including:
 - · One (1) 3-Channel RF Transmitter
 - · Four (4) Intelligent DSP RF Receivers
 - · Four (4) Universal Ear Speaker
 - Two (2) Intelligent Ear Phone/Neck Loop Lanyard
 - · One (1) 4-Port USB Charger
 - One (1) Assistive Listening Notification Signage Kit
- Installation of ten (10) 18" gooseneck microphones
- Installation of four (4) 18" desktop microphones
- Replacement of two (2) ceiling recessed speakers in lobby

Full turn-key installation, tuning, programming, and commissioning of all proposed system(s) is included.

User training on all proposed systems operation is included.

Warranty and Support

90-day remote or on-site support with break-fix and replacement on Pentegra provided and installed equipment.

Proposal #: MR250415-1

□AUDIO	□DATA	

Intellectual Property Notice

This detailed design/build proposal including all equipment lists, drawings and other documents are submitted at no charge to the organization named in this Proposal pursuant to the following conditions:

This Proposal is for the organizations exclusive use in evaluating the system design presented by Pentegra Systems LLC and for evaluating the capabilities of Pentegra Systems LLC.

Pentegra Systems LLC applied significant resources with specialized knowledge and experience in preparation of this Proposal. This Proposal was created to offer consultative recommendations for your organization's unique challenges, needs and requirements. This Proposal is a product of Pentegra Systems LLC presenting consultative ideas, design, and engineering of systems based on a thorough needs analysis. As a result, the information contained in this Proposal is considered the intellectual property of Pentegra Systems LLC.

The design contents and concepts contained in this Proposal, including equipment lists, drawings and all other documents are the product of Pentegra Systems LLC and shall not be duplicated or disclosed in any manner, in whole or in part for any reason including the purpose of obtaining competing quotations. The design contents and concepts contained in this Proposal are protected by law and remain the intellectual property of Pentegra Systems LLC until acceptance of Proposal and paid deposit.

Unauthorized use of the design contents and concepts contained herein shall constitute acceptance of the following charges plus obligation to pay any and all Pentegra Systems LLC expenses incurred in the collection of these charges.

Charge for Unauthorized Use: 15% of the Pentegra Systems Design/Build Quotation



Proposal #: MR250415-1

□AUDIO	□VIDEO	□DATA	

Acceptance of Proposal

Procurement and Installation

Proposed System(s)	Amount	Initials
Procurement, Installation, and Commissioning of Ganek Municipal Center Audio Upgrades	\$34,453	
Audio System Upgrade + 1-Year Service Agreement (4 Flex Hours, 1 Preventative Maintenance Visit, Trip Charges Included)	\$35,555	
Audio System Upgrade + 3-Year Service Agreement (4 Flex Hours, 1 Preventative Maintenance Visit, Trip Charges Included)	\$37,659	

-Year Service Agreem nance Visit, Trip Char		\$37,659	
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Print name

Title

Proposal #: MR250415-1

□AUDIO	□DATA	

Qualifications

- **Note 1:** Sales tax is **NOT INCLUDED** in the proposed system(s) price / amount. (Client is tax exempt)
- **Note 2:** This proposal is valid for 15 days after submittal. Unforeseen events including changes in government policy may affect the availability and/or pricing of technologies involved in this solution. Should this proposal be affected, the Pentegra team will make any necessary modifications in order present an update or the best possible alternative.
- **Note 3:** Long lead times are expected for some products. ETA cannot be provided until the order is placed. Any needed expedited delivery fees will be assessed on orders.
- **Note 4:** Pentegra Systems may adjust the quoted prices if equipment costs or shipping surcharges increase by more than 2% from the current quoted costs. This adjustment could be due to higher customs duties, new trade barriers, or tariffs and surcharges from our suppliers that significantly affect our costs. If such increases occur, Pentegra Systems will provide documentation from manufacturers to justify the price changes.
- **Note 5:** Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- Note 6: Where applicable, the owner's architect will provide Pentegra Systems engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to Pentegra Systems.
- Note 7: Any needed boxes, power (In closet and PoE), and conduit are to be provided by others.
- Note 8: Pentegra does not provide warranty or support for products supplied by others.

Proposal #: MR250415-1

□AUDIO	□VIDEO	\square DATA	

Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in the project scope of work:

- All equipment, wire and accessories required for a fully functional system.
- Union labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.

Exclusions

The following items are EXCLUDED from the project scope of work:

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support proposed equipment
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the proposed equipment is to be provided by others, unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces
- Permits (unless specifically provided for elsewhere in the contract)
- HVAC and plumbing relocation
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as
 described above) is assumed to be current, industry acceptable and in good working order. If it is
 determined that this equipment is faulty upon installation, additional project charges may be
 incurred.



Proposal #: MR250415-1

□AUDIO	□VIDEO	\square DATA	

Appendix A

Section 1 Price, Fees, and Taxes

- **1.1 Price Protection.** This Proposal is valid for 15 days from date on Proposal. Prices are firm and protected for the initial fifteen-day period. Following the fifteen-day period the Proposal is void. Pentegra Systems LLC (Pentegra) may extend or resubmit the Proposal with or without changes.
- **1.2 Payment Terms.** Owner shall pay to Pentegra the purchase price and shall assume responsibility for the other charges and claims set forth in the Agreement in accordance with the payment schedule set forth in the Acceptance of Proposal hereto and elsewhere in this Agreement. All invoices are due NET 30 days unless documented otherwise in the Acceptance of Proposal.
- **1.3 Past Due Accounts.** Past due accounts will be charged a monthly 1.5% service fee plus administrative and collection expenses, lien fees, and legal fees and costs incurred. Accounts where invoice payments are not received at Pentegra within 45 days of invoice shall forfeit the 90-day warranty will apply.
- **1.4 Taxes, Freight, and other Fees.** Equipment sales tax, non-standard freight, and any required permit and bonding fees not included in the proposal price will be added to the total purchase price if applicable.
- **1.5 Title to the Deliverables.** Title to the deliverables is retained by Pentegra until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Customer agrees to keep the deliverables safe, free from other liens, and at the address of the installation.

Section 2 Scope of Work

- **2.1 Scope of Work.** Pentegra shall provide the equipment and materials specified, and shall perform all services to be rendered in a professional manner according to the specifications and standard practices for the total purchase price stated in the Proposal.
- 2.2 Implementation Schedules. The work performed under the terms of this Agreement shall be commenced as mutually agreed between the parties upon receipt of the signed Acceptance of Proposal and deposit. Any dates for completion of work are provided by Pentegra on a best-efforts basis. The dates shall be subject to extensions due to conditions beyond the control of Pentegra such as acts of nature, delays in material delivery, accessibility to the facility, and delays of work by others where such work is necessary to the completion of the project.
- 2.3 Customer Provided Networks. The Customer is responsible for providing the network infrastructure and configuration to support the installation and performance of the proposed systems, unless specified otherwise in the Scope of Work. If Customer requests Pentegra to perform work not specified in the Scope of Work to enable the Network, the Customer will be billed for this work performed at Pentegra's standard hourly rate unless otherwise negotiated and documented.
- 2.4 System Control Programming. All system control programming will be performed by Pentegra until System is turned over to the customer. Once the programming parameters are mutually agreed to by both parties, any changes requested by Customer will result in additional billable charges to Customer. If Customer without the consent of Pentegra makes programming changes to the System that later creates additional work for Pentegra, the extra work will result in additional billable charges to the Customer.



Proposal #: MR250415-1

∐AUDIO	□VIDEO	⊔DATA	⊔TELECON

Section 3

Proprietary Protection of Programs

- **3.1 Reservation of Title.** This Agreement does not affect any transfer of title in the Programs, or any materials furnished or produced in connection therewith, including drawings, diagrams, specifications, input formats, source code, and user manuals. The Programs are provided, and are authorized to be installed, executed, and used only in machine-readable, object code form. Customer's rights in the Programs are expressly limited to the use of the Programs by Customer at the Installation Site in connection with the equipment and as otherwise limited by any applicable license agreement.
- **3.2 Restrictions on Use of Programs Generally.** Neither the Programs nor any materials provided to Customer in connection with the Programs may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of Vendor. Customer shall not in any way modify or enhance the Programs, or any materials furnished or produced in connection therewith, without the prior written consent of Vendor.

Section 4 Limitation of Liability

4.1 Limitation of Liability. In no event shall Pentegra or its licensor(s) be liable to customer for lost profits; lost sales or business expenditures; investments; or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to these terms and conditions or use of the deliverables, however caused, on any theory of liability. In no event will Pentegra's total cumulative liability arising out of or related to this agreement or use of the deliverables, from all causes of action of any kind, exceed the amounts paid to Pentegra by customer for the deliverables from which the liability directly arose.

Section 5 Warranty

- 5.1 Initial Warranty Period. Except as may be limited by Section 1.3 of these Terms and Conditions Pentegra warrantees that the equipment, materials, and workmanship we provide will be free from defects for a period of ninety (90) days from the time of installation completion or first beneficial use, whichever occurs first, with the exception of CD players, cassette decks, video cassette decks, and video projectors, which have a warranty of the lesser of the manufacturer's warranty or ninety (90) day. Video projector lamps have a warranty period of 90 days. Disposable items such as batteries, lamps, and tapes are not covered under our warranty. All warranty work will be performed during normal business hours, Monday through Friday, excluding holidays.
- **5.2 Extended Service.** After the expiration of 90 days from the point of installation, Pentegra will honor the manufacturer's warranty to the full extent of the manufacturer's warranty period. All labor costs incurred in the servicing of this equipment shall be charged at our normal service rates. Quotations for extended service contracts will be provided (upon request) prior to the completion of the initial 90-day warranty period.
- **5.3 Warranty Exclusions.** Equipment, materials, cable, or workmanship not originally provided by Pentegra are not covered by our warranty. Systems and equipment damaged by abuse, accident, repair, or modification by someone other than a Pentegra technician, fire water, theft or theft attempt, vandalism, power surges, and Acts of Nature are not covered by warranty.



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: May 13, 2025

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, Village Engineer

SUBJECT: Recommendation to Approve a Contract with Infrastructure Management

Services to Complete a Village-wide Pavement Assessment

In 2021, CMAP selected the Village of Algonquin among communities in northwest Illinois to perform a pavement assessment on all Village-owned roadways. The report summarized roadway conditions using pavement ratings (0-100) providing a numeric value for the surface condition of each roadway segment. Pavement assessment reports are essentially master plans for the roadway network. Assessments are recommended every 3-5 years to support long-term capital planning, to optimize resource allocation, and target roadways with accelerated deterioration rates.

As part of the Village's ongoing efforts to proactively manage and maintain its roadway infrastructure, a new comprehensive Village-Wide Pavement Condition Assessment has been identified as a strategic priority for FY25/26. An RFP was sent out publicly and the Village received four proposals. Based on a competitive review of proposals and proven qualifications, **Infrastructure Management Services (IMS)** has been selected to perform the assessment. The proposal from IMS will add a structural component analyzing the condition of the roadway base providing a more comprehensive analysis of roadway structure. The added component will help identify underlying issues previously not identified in the 2021 assessment.

IMS brings over 50 years of experience in municipal pavement assessments and has proposed a comprehensive, data-driven approach using industry-leading technology and methods, including:

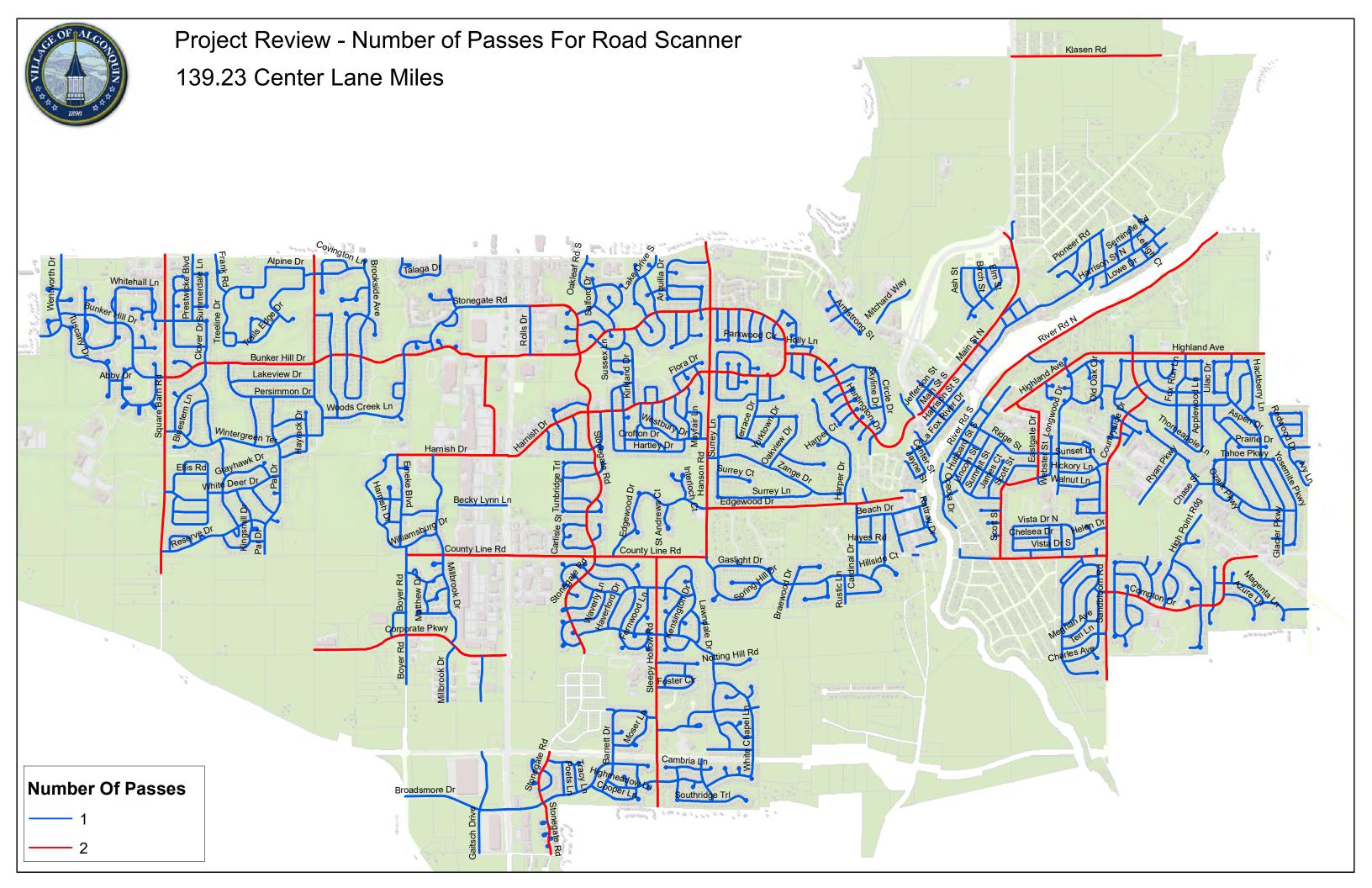
- High-Precision Data Collection: Utilizing 3D Laser Crack Measurement Systems (LCMS-2) and IrisPRO Pave vehicles to capture full-lane distress data
- FastFWD Testing: Deployment of non-destructive structural testing to evaluate pavement strength and distinguish between surface and sub-base deficiencies
- Excel-based modeling tool for prioritizing maintenance and budget planning
- GIS-integration and dashboard viewer
- Maintenance Strategy Development Plan (Updated 5-Year CIP)

The proposal amount is well below the budgeted amount of \$115,000 in the Street Fund for FY25/26. Following a Village-wide review of pavement management needs, guided by our master plans, existing pavement condition trends, and anticipated maintenance cycles, IMS plans on completing the final report and providing a presentation to the Village Board in approximately six months from contract execution.

Summary

- 1. Pavement assessments are recommended every 3-5 years and are used as a master plan for the village-wide roadway network.
- 2. IMS is highly qualified completing assessments locally and nationally. A comprehensive list of reference responses is attached to this memo.
- 3. The final report will provide strategic recommendations for improvement and maintenance schedules over the next five years.
- 4. The proposal amount is well under the proposed budget in the Street fund for this FY.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board to execute a contract with Infrastructure Management Services (IMS) in the amount of \$79,168.00.



Pavement Assessment Reference Checks



City of Moline

Was the contractor's work completed on schedule? If not, what caused delays?

Yes. They completed the work slightly earlier than anticipated.

Was the project completed within the original budget?

Yes.

How would you rate the quality of their workmanship?

The quality was good and the finished product was useful.

Did they maintain a clean and organized job site?

N/A

How was their communication throughout the project?

Communication was excellent. They provided periodic updates of what they had completed, and when they thought they would be completely finished.

Were there any major issues during the project? How were they resolved?

There were no major issues. A few areas could not be surveyed for various reasons (bricks, dirt, gravel, locked gates, etc.), but these were effectively communicated to the City by IMS.

Would you hire them again?

Yes. We are anticipating hiring them again in 2026 for another analysis of our streets network.

City of Westmont

I would highly recommend using IMS for your pavement assessment. They kept right along with their schedule and were in constant communication with us on their timeline. The data they provided helped tremendously and the software they use is easy to navigate through. There were not any issues that came across. The project also came in under what we had originally budgeted for. We dealt with Kevin Kohel and he was very diligent with his communication to ensure we completed the project on time. I hope this answers your questions. Have a great week.

Hillsborough County, Florida

Was the contractor's work completed on schedule? If not, what caused delays? Yes

Was the project completed within the original budget? Yes

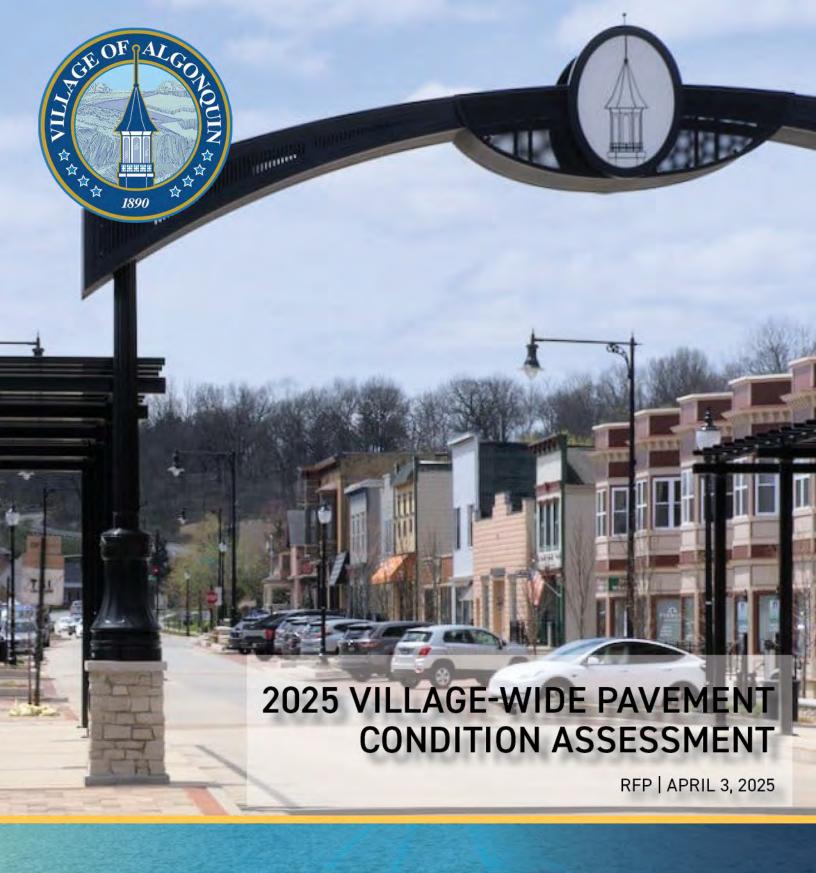
How would you rate the quality of their workmanship? 10/10

Did they maintain a clean and organized job site? Yes

How was their communication throughout the project? Effective & timely

Were there any major issues during the project? How were they resolved? No

Would you hire them again? Yes



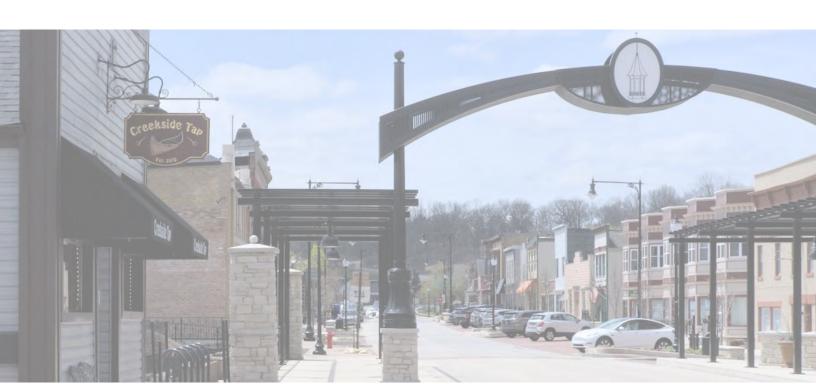
SUBMITTED BY





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1. Letter of Transmittal

April 3, 2025

Ethan Hoffman & Village Board 110 Mitchard Way Algonquin, IL, 60102

Dear Mr. Hoffman and Members of the Village Board,

IMS Infrastructure Management Services (IMS) is pleased to submit our proposal in response to the Village of Algonquin's **RFP for the 2025 Village-Wide Pavement Condition Assessment.** While we have not yet had the privilege of working with the Village of Algonquin, we recognize the importance of this project in **evaluating, maintaining, and optimizing** the Village's roadway network, and we are eager to apply our expertise to help the Village make data-driven, cost-effective infrastructure decisions.

Understanding of the Work & Project Commitment

With decades of experience in pavement condition assessments for municipalities across the country, IMS has developed a proven, data-driven approach to delivering accurate, actionable insights that support long-term infrastructure planning. As part of this engagement, IMS will conduct a comprehensive pavement condition survey using our industry-leading 3D Laser Crack Measurement Systems (LCMS-2) and IrisPRO Pave data collection vehicles—the largest dedicated fleet of its kind in the U.S. This cutting-edge technology ensures the precise capture of pavement distress data while minimizing disruptions to traffic flow.

To further enhance decision-making, **IMS will deploy Fast Falling Weight Deflectometer** (**FastFWD**) testing where necessary to assess pavement structural integrity and load-carrying capacity. This non-invasive method provides critical insights into subsurface conditions, enabling the Village to differentiate between surface-level and structural issues, ensuring the most cost-effective rehabilitation strategies.

Beyond data collection, IMS brings **in-depth expertise in pavement management solutions (PMS)**, ensuring that assessment results are seamlessly integrated into the Village's asset management system. Our goal is to provide **continuity**, **consistency**, **and insights** that allow the Village to:

- Make proactive maintenance decisions that extend pavement lifespan.
- **Optimize funding allocation** by prioritizing repairs based on objective data.
- **Streamline long-term infrastructure planning** with high-quality pavement performance analytics.

IMS is committed to **executing this project efficiently, on schedule, and in full alignment with the Village's needs.** We will collaborate closely with Village staff to ensure smooth coordination and successful delivery of results.

Consultant Availability

IMS has the **personnel**, **equipment**, **and resources fully available** to perform the scope of work within the next **eight (8) months** as required by the Village. However, based on our proven project approach and the size of Algonquin's roadway network, we are confident in our ability to **accelerate**



this timeline to *six* **(6)** *months* while maintaining the highest data quality standards. Our dedicated fleet and Al-powered data processing infrastructure enable us to operate efficiently, ensuring rapid turnaround without compromising accuracy.

With extensive experience managing projects of similar scope and complexity, our team is well-prepared to not only meet but exceed the Village's expectations. We understand that project schedules can evolve, and we remain flexible to accommodate any adjustments needed to align with the Village's priorities. Our team will work diligently to maintain a clear timeline, regular progress updates, and open communication throughout the project.

Key Contact Person

To ensure a seamless partnership and responsive communication, **Meghan Ratliff, Project Manager** (reachable by phone: +1 (334) 354-1701 or email: mratliff@icc-ims.com), will serve as the **primary point of contact** for all **project-related matters**, including scheduling, execution, and deliverables. Meghan will work closely with Village staff to ensure smooth project coordination and successful completion.

Ryan Robinson, Client Services Manager (reachable by phone: +1 (541) 835-8400 or email: rrobinson@icc-ims.com), will provide supporting oversight in contract communication and client coordination. Ryan will collaborate with Meghan to facilitate communication as needed, ensuring that all contractual and administrative aspects align with the Village's expectations.

Why IMS?

IMS stands out as an *industry leader* because we have:

- **Unmatched Data Accuracy:** Our cutting-edge technology ensures the highest level of precision in pavement condition assessment.
- **Proactive & Innovative Solutions:** We leverage advanced analytics and Al-powered data processing to provide forward-thinking pavement management strategies.
- **Customizable Data Integration:** With our proprietary **Inform™ software** and extensive experience integrating with various PMS platforms, we ensure that our data enhances the Village's asset management capabilities.
- A Proven Track Record: We have successfully partnered with numerous municipalities to improve pavement conditions, optimize maintenance budgets, and extend roadway lifespans.

We appreciate the opportunity to submit this proposal and look forward to the possibility of **supporting the Village of Algonquin in maintaining safe, high-performing roadways.** Should you require any additional information, please do not hesitate to contact your Client Services Manager, Ryan Robinson.

Best Regards,

Michael Nieminen, PE, P.Eng, Chief Executive Officer (Authorized Signatory)

International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services mnieminen@icc-ims.com | (727) 547-0696 x101



2. Qualifications/Project Portfolio

International Cybernetics Company, LP (ICC) and Infrastructure Management Services (IMS) have been industry leaders in pavement management, data collection, and infrastructure solutions for five decades. Established in 1975, ICC has been at the forefront of pavement data collection equipment manufacturing and software development, while IMS has built a strong reputation for providing expert consulting services, pavement assessments, and data-driven infrastructure management strategies. In 2022, ICC and IMS joined forces to redefine the pavement management industry, creating a seamless, end-to-end service model that integrates state-of-the-art equipment, software, and consulting expertise to provide agencies with accurate, actionable pavement data.

Areas of Specialization

IMS specializes in comprehensive pavement management solutions, offering a full suite of services that cover every stage of the pavement lifecycle. Our expertise includes:

- Automated and semi-automated pavement condition assessments using industryleading sensors and imaging technology.
- **Non-destructive pavement testing and analysis,** including roughness (IRI), rut depth, faulting, and distress analysis per ASTM and AASHTO standards.
- Fast Falling Weight Deflectometer (FastFWD) structural testing to assess pavement load-bearing capacity, identify subsurface weaknesses, and optimize rehabilitation strategies—ensuring cost-effective, long-term pavement performance.
- Pavement management system (PMS) implementation and training tailored to municipal and DOT needs.
- Pavement management plan development and presentation for data-driven decisionmaking.

Beyond pavement management, IMS also provides:

- Right-of-Way (ROW) asset inventories utilizing 360° imagery and mobile LiDAR.
- Sidewalk and Americans with Disabilities Act (ADA) compliance surveys to support accessibility initiatives.
- **Advanced data visualization services** using GIS-based dashboards, StoryMaps, and web applications for intuitive, interactive data interpretation.

Practice Philosophy

At IMS, we believe that high-quality pavement data is the foundation for informed infrastructure decisions. Our approach is centered around precision, reliability, and efficiency. By leveraging cutting-edge technology and a rigorous quality control process, we provide clients with the data they need to maximize roadway performance and optimize maintenance budgets. **We can meet any pavement-related challenges your agency may face.**

We control every aspect of the pavement management process—from data collection and processing to analysis and software integration - we ensure unmatched precision and reliability in pavement assessments. This comprehensive oversight allows us to deliver consistent, repeatable, and high-quality data, empowering agencies to make strategic, data-driven infrastructure decisions with confidence.



Over the past five years, IMS has invested more than \$5 million in enhancing our **Unify™ software suite**, reinforcing our leadership in fully integrated pavement management solutions. **Our advanced systems—combined with our rigorous approach to quality control (QC)—empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time.** These advancements ensure that we not only meet but exceed industry standards for accuracy, efficiency, and cost-effectiveness.

Years in Business & Firm History

IMS has been a trusted name in pavement management for **50 years**, working with municipalities, counties, and state DOTs across North America. Our long-standing presence in the industry is a testament to our expertise, reliability, and commitment to innovation. Our project portfolio spans thousands of successful pavement condition assessments, helping agencies maximize infrastructure funding and extend the lifespan of their road networks.

Commitment to Data Quality & Standards

Our proposal demonstrates our commitment to delivering the most accurate pavement condition data to support the Village of Algonquin's maintenance and rehabilitation planning. Our approach includes a comprehensive **Data Quality Management Plan (DQMP),** ensuring strict equipment calibration and verification. All pavement assessments follow ASTM and AASHTO standards, including:

- International Roughness Index (IRI) measurement with ASTM E950, ASTM E1926, and AASHTO R56-certified equipment.
- Surface distress analysis for asphalt and concrete pavements, assessing distresses such as
 rutting, cracking, raveling, patching, potholes, faulting, spalling, and slab counts per ASTM
 D6433 and *bonus ASTM E3303. As a proud industry leader in the development and
 implementation of the new ASTM E3303 methodology, IMS is eager to bring this new
 standard to all our clients at no additional cost!
- **Advanced crack analysis,** including total crack length, average crack width, and severity ratings.
- Pavement Condition Index (PCI) calculations, along with other key metrics like Crack Density, Pavement Surface Cracking Metric (PSCM), and Pavement Surface Cracking Index (PSCI).

In addition, our data collection process incorporates **crossfall**, **grade measurements**, **and precise GPS coordinates** with timestamps, ensuring complete spatial accuracy. All data will be seamlessly integrated into the Village of Algonquin's GIS platform to support network-wide analysis and planning.

With a proven history of delivering high-quality pavement assessments, IMS is eager to apply our expertise and technology to enhance the Village of Algonquin's roadways. We look forward to the opportunity to partner with the Village and provide the most reliable, data-driven solutions for its pavement management needs.



Projects

IMS completes over 100 of these types of projects every year. In addition to detailed project experience/references provided on the following pages, below is a partial list of clients we have had the pleasure of partnering within the last few years.

Adams County, CO Addison, IL Albuquerque, NM Allen, TX Altamonte Springs, FL Anaheim, CA Andover, KS Angelina County, TX Apopka, FL Arapahoe County, CO Arcadia, CA Argyle, TX Arizona DOT Arlington Heights, IL Arlington, TX Arlington, WA Auburn, WA Aurora, CO Bainbridge Island, WA Bayton, TX Beaumont, TX Bedford, TX Bellevue, WA Branson, MO Britton, SD Brookings, SD Carlsbad, NM Carrollton, TX Carson City, NV Cary, IL Centennial, CO Creve Coeur, MO Dallas, TX Delaware DOT DeKalb, IL Denton County, TX Denver, CO Dorchester Co., SC Edmonds, WA

Englewood, CO

Evanston, IL Fayetteville, AR Fort Collins, CO Fort Worth, TX Fountain Hills, AZ Fremont, IL Frontenac, KS Garden Grove, CA Gilbert, AZ Glendale, AZ Glenview, IL Goodyear, AZ Grain Valley, MO Greenville Co., SC Greer, SC Gurnee, IL Harrisburg, SD Herriman, UT Highland Park, IL Huntsville, TX Independence, KY Independence, MO Irvine, CA Issaquah, WA Jackson County, MO Joplin, MO Kelowna, BC Kingsbury Co., SD Kirksville, MO La Plata County, CO Lafavette, CO Lake County, CO Lake County, SD Lake Forest, CA Lake Forest, IL Lakeland, FL Lancaster, TX Lawton, OK Leawood, KS

Lincoln Co., SD

Lone Tree, CO Long Beach, CA Longmont, CO Louisville, CO Lubbock, TX Lynnwood, WA Madras, OR Manhattan, KS Mansfield, TX Marana, AZ Maricopa County, AZ Marietta, GA Marysville, WA Mason County, WA Mauldin, SC Medford, OR Melbourne, FL Mercer Island, WA Mill Creek, WA Milton, GA Minnehaha Co., SD Mitchell, SD Moore, OK Moorpark, CA Murphy, TX Muskogee, OK Natrona County, WY Nevada, MO Newnan, GA Norman, OK North Kingstown, RI North Port, FL Northbrook, IL Northglenn, CO Oconee County, GA Ozark, MO Parker, CO Pasadena, CA Pasco County, FL

Pasco, WA

Paterson, NJ Peachtree City, GA Peoria, AZ Pico Rivera, CA Pima County, AZ Pocatello, ID Port Arthur, TX Port of San Diego, CA Port Orange, FL Porterville, CA Powder Springs, GA Prescott, AZ Rapid City, SD Red Oak, TX Riverside, CA Roswell, GA Routt County, CO Salina, KS San Luis Obispo, CA Sandy Springs, GA Santee, CA Scottsdale, AZ SeaTac, WA Seattle, WA Severance, CO Shorewood, IL Sioux Falls, SD Spearfish, SD Tehama County, CA Valdosta, GA Victoria, BC Visalia, CA Volusia County, FL Watertown, SD Watkinsville, GA Waxahachie, TX Weatherford, TX Winnetka, IL **Wyoming DOT** Yuma County, AZ



City of Westmont, IL

>> 2011, 2019, 2024

IMS has been a trusted partner of the City of Westmont, IL, providing expert pavement management services in 2011, 2019, and most recently in 2024. Our longstanding collaboration has helped the City make **informed**, **cost-effective decisions** to maintain and extend the life of its roadway network.

In October 2024, IMS conducted a **comprehensive**, **high-resolution pavement assessment** using our advanced IrisPRO Pave. This cutting-edge technology captured continuous, high-resolution pavement imagery across 66 centerline miles of predominantly asphalt roadways. The data was analyzed following the ASTM D6433 standard, ensuring an **objective and repeatable** evaluation of pavement cracking, rutting, and roughness, and providing Pavement Condition Index (PCI) ratings for each roadway segment.

Beyond data collection, IMS delivered **actionable insights and strategic planning** through **Easy Street Analysis (ESA),** our proprietary pavement management system. Using ESA's powerful cost-of-deferral approach, **multi-year pavement maintenance and rehabilitation (M&R) recommendations** were developed, allowing the City to:

- Prioritize funding efficiently by identifying roads that require intervention before costly repairs become necessary.
- **Make data-driven investment decisions** based on pavement deterioration models and condition projections.
- Extend roadway service life through proactive planning, reducing long-term maintenance costs.

Through three successful pavement management projects over the past decade, IMS has helped the City of Westmont build a structured, data-driven roadmap for roadway maintenance — ensuring smarter resource allocation, improved road safety, and long-term sustainability for its infrastructure.

Contact Person	Melissa Brendle, Public Works Supervisor
Telephone Number	(603) 981-6283
Email Address	mbrendle@westmont.il.gov





Village of Schaumburg, IL

Ongoing

As part of Schaumburg's commitment to proactive infrastructure management, IMS is currently providing comprehensive pavement condition surveys and data analysis as a subconsultant to Chastain & Associates, LLC (Chastain). This project is focused on enhancing Schaumburg's PMS, ensuring accurate, reliable data to guide roadway maintenance and rehabilitation planning.

Our industry-leading IrisPRO Pave platform, equipped with cutting-edge LCMS-2 technology, was utilized to collect high-resolution pavement condition data. The survey encompassed over 404 centerline miles of roadways, delivering precise measurements of pavement distress, including cracking, rutting, and roughness.

Our key services for this ongoing project include:

- **Project Initiation:** Coordination, GIS reviews, and project kickoff to align all stakeholders.
- **Field Surveys:** Accurate pavement data collection using IrisPRO Pave, ensuring efficiency and high-quality results.
- **Data Management:** Processing survey data using Modified ASTM D6433 methodologies to deliver actionable insights and updated PMS files.
- **PAVER Updates**: Seamlessly integrating new survey results into Schaumburg's existing PAVER PMS for consistent performance tracking.

The resulting analysis will empower Schaumburg with a clear understanding of its pavement network's current condition, **enabling strategic budget allocation and optimized long-term maintenance decisions.** By leveraging IMS's proven expertise and innovative technology, the village is equipped to make data-driven investments that extend the lifecycle of its roadways.

Contact Person	Fred Mullard, Municipal Services Director (Chastain)
Telephone Number	(224) 629-3755
Email Address	fmullard@chastainengineers.com





City of Moline, IL

>> 2022

In 2022, IMS partnered with the City of Moline to enhance its pavement management program through high-quality, automated data collection. Our ASTM D6433 PCI survey covered approximately 300 miles of city-managed arterial, collector, and local roadways, providing comprehensive pavement condition assessments, including IRI and rutting data. This data-driven approach empowered the city with accurate, objective insights to prioritize maintenance and rehabilitation efforts effectively.

Beyond data collection, IMS worked closely with city officials to develop practical, right-sized projects that streamline maintenance planning over the next five years. A key component of this project was the implementation of **Easy Street Analysis (ESA)**, our proprietary pavement management system, seamlessly integrated within a familiar Microsoft Excel environment. This intuitive tool enhanced the city's ability to analyze pavement conditions, forecast deterioration, and optimize budget allocations with confidence.

Recognizing the city's extensive network of composite surface pavements, IMS customized ESA to incorporate a broader range of rehabilitation strategies tailored to these unique conditions. This enhancement not only improved the accuracy of treatment recommendations but also laid a solid foundation for the city's **five-year pavement preservation strategy**, ensuring a proactive and cost-effective approach to roadway maintenance.

Through this collaboration, the City of Moline gained a more efficient, data-driven pavement management process, leading to smarter investments, extended pavement life, and improved roadway conditions for residents and businesses.

Contact Person	David Dryer, Director of Engineering
Telephone Number	(309) 524-2350
Email Address	ddryer@moline.il.us



Lake County, IL

>> 2000 to present

For over 25 years, IMS has partnered with Lake County to ensure the integrity of their 780-mile road network, testing 25% of the network annually. This unique, partial-network, annual approach — contrasting with the full-network surveys most agencies undertake every three to five years—has proven to be an effective methodology for Lake County. It provides refreshed, accurate, and repeatable data each year, enabling the county to maintain and update its five-year pavement management plans with confidence. Additionally, this approach allows IMS to survey new segments for quality assessment of newly constructed pavements or address specific areas of concern.

Using ICC's state-of-the-art IrisPRO Pave™ platform, IMS captures georeferenced, high-resolution 3D imagery of pavement surfaces, spherical right-of-way imagery, and both longitudinal and transverse profile measurements.

Data collection follows ASTM D6433 standards, ensuring consistent and reliable results. The collected data is processed to identify and quantify pavement surface distresses such as cracking and rutting, while pavement roughness values are reported using the International Roughness Index (IRI) methodology.

All data is managed within the robust ICC Unify software suite, ensuring seamless handling, processing, and quality control. IMS's in-house experts, independently certified by the rigorous Orange County Transportation Authority (OCTA) for ASTM D6433 condition ratings, perform a meticulous QA/QC review to uphold the highest standards of accuracy.

To further enhance the annual assessments, IMS conducts deflection testing using a Fast-Falling Weight Deflectometer on surveyed portions of the network. These comprehensive evaluations inform the county's maintenance and rehabilitation strategies, with results integrated into Easy Street Analysis, a user-friendly Excel-based tool developed by IMS. Data can also be formatted to meet the requirements of any pavement management software, including custom, in-house solutions.

Over the years, IMS has also supported Lake County with special studies, including evaluations of parking lots, grant applications, and funding programs. These projects, funded locally by Lake County, reflect the shared commitment to practical and effective pavement management practices for diverse assets.

This long-standing partnership demonstrates the value of IMS's advanced technologies, tailored methodologies, and expert analysis in delivering actionable insights to Lake County year after year.

Contact Person	David Pugliese, Civil Engineer
Telephone Number	(847) 377-7502
Email Address	dpugliese@lakecountyil.gov



Hillsborough County, FL

>> 2024

Our team recently completed an extensive municipal data collection project for Hillsborough County, FL, encompassing an impressive 7,000 lane miles of roadway. This project underscored our commitment to delivering high-quality, detailed data to support the county's infrastructure management and planning efforts.

Extensive Data Collection Over the course of the project, our team successfully captured comprehensive condition data across 7,000 lane miles, meticulously gathering key metrics essential for evaluating the structural integrity and maintenance needs of the county's extensive road network.

Advanced Technology Implementation Utilizing state-of-the-art data collection technologies, IMS ensured that every mile of pavement was accurately assessed, providing Hillsborough County with reliable and actionable information.

Delivery in PAVER All collected data was seamlessly integrated and delivered using the PAVER system, a specialized pavement management software. This format facilitates easy access, manipulation, and analysis of the data, enabling county engineers and planners to make informed decisions regarding pavement maintenance, rehabilitation, and investment priorities.

Strategic Infrastructure Insights The data delivered provides Hillsborough County with a clear and comprehensive overview of its pavement conditions, serving as a crucial tool in planning future infrastructure projects and budget allocations effectively.

This project not only demonstrates our ability to handle large-scale, complex data collection tasks but also our dedication to enhancing municipal infrastructure management through advanced technological solutions and precise data delivery.

Contact Person	Kevin Trimble
Telephone Number	813-635-5400
Email Address	trimblek@hcfl.gov



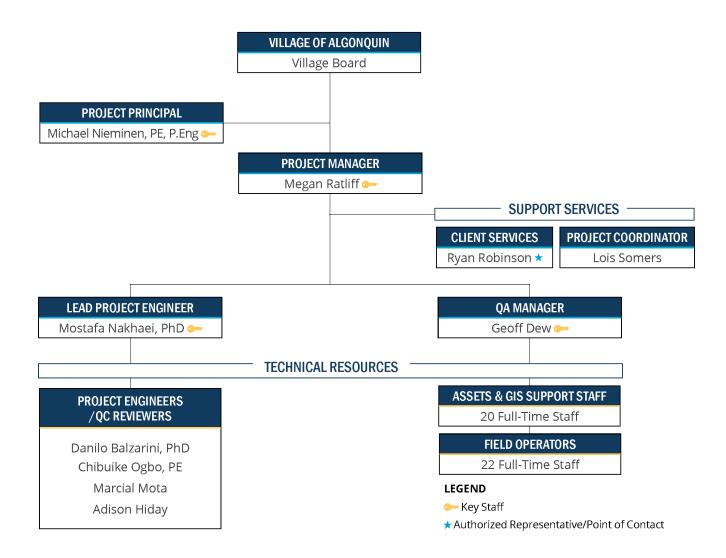


3. Project Management

The IMS team, consisting of 90 dedicated professionals, includes 11 engineers and 20 data and GIS technicians who specialize exclusively in pavement and right-of-way asset management. Many of our engineers and technicians are certified Pavement Condition Index (PCI) raters through the Orange County Transportation Authority's (OCTA) rigorous annual certification program, ensuring high standards in pavement condition assessments.

Our proposed project team has been carefully selected based on their proven track records and specialized skills in pavement management. Each member has been involved in similar projects, bringing a wealth of practical experience and technical knowledge.

IMS Organizational Chart





Team Member Introductions, Role & Location

Please refer to *Appendix A* | *Resumes* for a more detailed overview of our team members' experience.

Michael Nieminen, PE, P.Eng | Project Principal

Largo, FL



Industry veteran, Michael Nieminen, has over 21 years of experience in pavement data collection, asset management, and technology development. He has managed and overseen projects ranging from statewide DOT pavement condition assessments for NYSDOT, FDOT, and ADOT to municipal projects for the City of Dallas and pilot initiatives for the City of Los Angeles. Moreover, Michael's involvement in ASTM International's Vehicle-Pavement Systems Committee (E17) has been instrumental in advancing industry standards by

contributing his expertise in pavement evaluation. His leadership helped drive the development and approval of the E3303-21 standard, which leverages modern technologies to enhance the accuracy and repeatability of pavement condition surveys. The *new ASTM E3303* standard for cracking *solves the year-to-year repeatability problem, providing more reliable and consistent results for pavement management*. This innovation ultimately improves data-driven decision-making and the long-term sustainability of pavement infrastructure.

As Project Principal, Michael will provide executive oversight for the Village of Algonquin's Pavement Condition Assessment, ensuring IMS delivers high-quality, accurate, and actionable data to support the Village's infrastructure planning and maintenance decisions. His extensive experience leading large-scale DOT and municipal pavement data collection projects uniquely positions him to ensure the Village receives the highest standard of service and results.

Megan Ratliff | Project Manager

McKinney, TX



Megan Ratliff is a highly skilled pavement management professional with a strong technical foundation in pavement analysis and infrastructure assessment. She earned her master's degree in civil and environmental engineering from Auburn University, where her research at the National Center for Asphalt Technology focused on evaluating the structural performance of asphalt pavement test sections at the renowned Test Track. With expertise in advanced pavement analysis and design tools such as WESLEA, MEPDG,

PerRoad, KENPAVE, FlexPAVE, and Evercalc, Megan applies a data-driven approach to optimizing roadway maintenance strategies.

As a Project Manager at IMS, Megan specializes in analyzing pavement condition survey data using Easy Street Analysis (ESA) and PAVER, developing tailored pavement management plans, and working closely with clients to understand their specific needs. She has successfully led pavement assessment projects for numerous municipalities, ensuring high-quality results through meticulous data analysis and quality control measures. Her experience includes working with municipalities such as Briton, SD; Camden, SC; Eagle County, CO; Greer, SC; McAlester, OK; Laramie, WY; Minnetonka, MN; Greenville County, SC; Powder Springs, CA; St. Louis County, MO; St. Lucie County, FL; Town of Eagle, CO; and Watertown, SD.



For the Village of Algonquin's Pavement Condition Assessment, Megan will serve as the primary Project Manager, overseeing day-to-day operations, coordinating data collection efforts, and ensuring seamless communication with Village staff. Her technical knowledge and dedication to client success will be instrumental in delivering an efficient and accurate pavement condition assessment that aligns with the Village's long-term infrastructure goals.

Mostafa Nakhaei, PhD | Lead Project Engineer

Dublin, CA



Dr. Mostafa Nakhaei is a seasoned pavement engineer with a strong background in roadway construction, pavement management, and structural analysis. With a PhD in Civil Engineering and a dual degree in Data Science, he combines advanced engineering expertise with cutting-edge computational techniques to enhance pavement evaluation and management. His contributions to the field include the development of innovative software solutions such as "MASTIC" and "Back-MASTIC" for layered elastic analysis and

pavement modulus back-calculation, as well as leading the creation of the ISA software package, which utilizes deep learning for structural data analysis.

As a Lead Project Engineer at IMS, Mostafa plays a crucial role in pavement data analysis, structural evaluations, and customized pavement management system (PMS) implementation for municipalities across the United States. His extensive knowledge of pavement management software, including AgileAssets, PAVER, StreetSaver, Lucity, and Cartegraph, allows him to tailor solutions that maximize roadway performance and longevity. Mostafa has successfully integrated advanced data science methodologies into pavement assessment projects, ensuring municipalities receive accurate, data-driven insights for infrastructure planning.

For the Village of Algonquin's Pavement Condition Assessment, Mostafa will be responsible for overseeing pavement data processing, structural analysis, and quality assurance. His expertise in deep learning applications and pavement engineering will ensure the accuracy and reliability of the collected data, providing the Village with the insights necessary to optimize maintenance strategies and extend the lifespan of its roadway network.

Geoff Dew | QA Manager

Toronto, ON



Geoff Dew is a highly experienced data analysis manager with 18 years of expertise in pavement and asset data collection, processing, and quality assurance. As IMS's QA Manager, he leads the data processing team, ensuring that all collected roadway and asset data meet the highest standards of accuracy and reliability. His track record includes overseeing the analysis of more than 500,000 miles of pavement data for 12 state DOTs and delivering over 3.5 million unique assets across 70 different asset types. Geoff's attention

to detail and commitment to quality have been instrumental in developing project-specific manuals, refining data validation processes, and maintaining rigorous quality control measures across numerous large-scale infrastructure projects.

Beyond data processing, Geoff plays a pivotal role in establishing and implementing Standard Operating Procedures (SOPs) and Data Quality Management Plans (DQMPs) at both the department



and project levels. His ability to design efficient workflows and train staff on best practices ensures seamless project execution. His experience spans a wide range of high-profile projects, including pavement condition assessments and asset management initiatives for major statewide DOTs such as Arizona, Delaware, and Wyoming.

For the Village of Algonquin's Pavement Condition Assessment, Geoff will oversee data validation, quality assurance, and final data processing. His expertise in ensuring data integrity and consistency will provide the Village with precise, actionable insights for its pavement management strategy, reinforcing IMS's commitment to delivering reliable and high-quality results.

Technical Resources | Expert Support Group

Worldwide



IMS's **Project Leadership Team** will guide a skilled group of professional and technical support staff to ensure the successful execution of the project. Our **IrisPRO Pave Field Operators** are expertly trained in advanced data collection technologies and have extensive experience on diverse road networks across the U.S. and Canada. They adapt quickly to project needs, are proficient in system calibration and

troubleshooting, and can identify and resolve issues that might affect the quality of collected data. The **Assets & GIS Support Team** is well-versed in Pavement Management Systems (PMS) and follows ASTM D6433 and E3303 protocols to ensure data consistency and reliability. This ensures all collected data meets requirements and integrates seamlessly into the GIS for comprehensive analysis. Our **Project Engineers** and **QC Reviewers** oversee the entire project, ensuring rigorous quality control and validating data throughout the collection and processing stages. Their integrated approach guarantees IMS delivers precise, reliable, and actionable pavement assessments.

Availability & Commitment

The key team members will be engaged for the duration of the project, ensuring accountability and streamlined communication throughout the project lifecycle.

Our commitment to this project is underscored by the dedicated involvement of our key team members from start to finish.

- Megan Ratliff, our proposed Project Manager, will lead the project, managing all phases, client coordination, and final reporting with unmatched dedication. Megan will maintain full availability during the critical initiation and closing phases, ensuring pivotal decisions and deliverables align with the project's strategic goals. During the execution phase, she will sustain a 50% commitment, focusing on maintaining project momentum and overseeing critical milestones.
- Mostafa Nakhaei, PhD, our Lead Project Engineer, will spearhead all technical facets of the
 pavement assessment and data analysis. He will allocate 70% of his professional time,
 ensuring meticulous attention to detail and adherence to technical standards throughout
 the project lifecycle.
- Geoff Dew, our QA Manager, will fortify project standards by ensuring all activities comply
 with stringent industry regulations and project specifications. Geoff's engagement, set at
 30%, reflects our proactive approach to quality assurance, underpinning the integrity and
 reliability of project outputs.
- Project Principal **Michael Nieminen**, PE, P.Eng, will oversee internal resources and ensure seamless delivery to the Village. By dedicating 10% of his time, Michael ensures leadership



oversight and resource alignment that uphold our commitment to project excellence and client satisfaction.

Due to the specialized nature of this work, IMS will self-perform 100% of this contract and no sub-consultants will be used.

4. Methodology and Process to Complete Project Phases

IMS is excited to propose our cutting-edge solutions for the Village of Algonquin's Pavement Condition Assessment. With 50 years of pioneering expertise in pavement management and data collection technology, IMS stands uniquely qualified to deliver a turn-key solution for your roadways.

Vision and Strategic Overview

Our approach is built on a foundation of technological innovation, precision data collection, and data-driven decision-making. IMS will provide the Village of Algonquin with a fully integrated, inhouse pavement management solution that eliminates the need for sub-consultants or external software vendors. This streamlined approach ensures high data integrity, cost efficiency, and a cohesive project workflow from start to finish.

At IMS, we manage every aspect internally—from project initiation through data collection, analysis, and final maintenance recommendations. This allows for **stringent quality control and flexibility to adapt to project-specific needs**. Our proprietary pavement management software, Easy Street Analysis (ESA), offers an intuitive Microsoft Excel-based platform designed for ease of use, ensuring Village staff can **efficiently access, interpret, and utilize pavement data**.

Additionally, IMS provides access to **Inform™**, our web-based image viewer, allowing Village officials and stakeholders **to interact with pavement condition data and imagery in a user-friendly interface accessible from any device.**

By choosing IMS, the Village of Algonquin will not only capitalize on our 50 years of industry leadership and technological innovation but will also benefit from <u>a cost-effective</u>, <u>efficient</u> <u>solution that accelerates project timelines and reduces long-term expenditure</u>. Our turn-key service package is designed to empower the Village through advanced tools and comprehensive training, ensuring you manage your pavement assets effectively and with ease.

Approach and Methodology

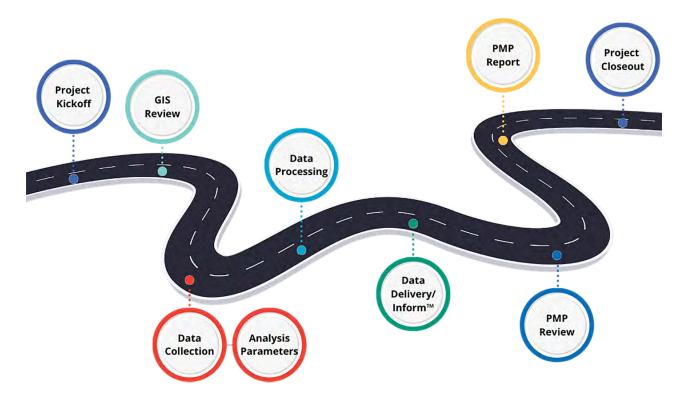
Our approach integrates 360-degree panoramic imagery, ensuring detailed and accurate condition assessments across all Village-maintained roadways. Leveraging our second-generation LCMS (Laser Crack Measurement System) technology to conduct a rigorous ASTM D6433 and ASTM E3303 pavement condition assessment. This process ensures a detailed Pavement Condition Index (PCI) for each segment of Algonquin's roadway network. This process will not only provide a baseline but also enable precise forecasting and maintenance planning capabilities. Our rigorous data quality management practices ensure that each measurement and process—from data collection through analysis—is performed with the highest accuracy and integrity.



IMS proposes utilizing and updating, as needed, the Village's legacy data to support our data collection efforts as well as enhance data accuracy and usability. Our team will develop an intuitive web/GIS-based dashboard that will serve as a central hub for all pavement management data, providing easy access and interactive use to Village staff and stakeholders. Furthermore, IMS will assist the Village not just in data collection, but also in processing and computing critical pavement condition metrics. This includes not only the calculation of PCI, but also detailed crack density and surface assessments, which are crucial for drafting the Village's maintenance program. By providing a draft program that includes preventive maintenance and pavement preservation strategies, we aim to optimize the Village's budgeting and strategic planning efforts, ensuring sustainable roadway management and enhanced public safety.

The final dataset will be accessible via a GIS-based interactive dashboard, ensuring Village staff can easily visualize and analyze pavement conditions across all maintained roadways.

By aligning our services closely with your needs and existing systems, IMS is committed to being more than just a contractor; we aim to be a *trusted partner* in paving the way for a more resilient and well-maintained urban infrastructure. Our team has standardized a project approach based on our decades of pavement management experience and the subsequent lessons learned from performing thousands of projects. Detailed conversations with our clients allow us to *tailor solutions specific to the needs* of the individual agency. The IMS project approach for pavement condition and asset inventory projects typically follows the steps shown in the figure below.



Project Management

IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge, as well



as practical project management experience, to lead the team. Our project management approach is based on thorough planning, proactive schedule management, and constant communication, the result of which is higher quality deliverables and satisfied stakeholders.

Project Kickoff

A prerequisite for a successful project is an initial project meeting between the Village and the IMS team. This early communication is critical to ensure that we are fully aligned with your overall vision for the project and that specific data needs are documented accurately. Detailed project initiation and GIS setup forms are part of our kickoff process, the outcome of which includes a final project approach plan and approved schedule developed in collaboration with the Village and established before any data collection begins. The project approach plan includes, but is not limited to:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks and mitigation strategies

> Status Meetings & Project Dashboard

The IMS project manager will provide an update to the Village's project manager on the progress of activities each week. The IMS project dashboard will provide a live visual indication of progress against the plan. In addition, we will schedule routine check-in meetings to communicate the current project schedule, upcoming tasks, risks, and challenges. IMS will develop the meeting agenda and prepare succinct meeting minutes that chronicle the items discussed, decisions made, and action items with a list of who will be responsible for completing each activity.



Sample reporting dashboard showing data collection and processing progress



Location Referencing

Data collection is unique in every jurisdiction, varying by network complexity, the mix of urban and rural roadways, type of terrain, schedule constraints, and most notably, the analysis and data delivery requirements. To facilitate a standard approach that yields deliverables tailored to our clients' needs, we developed our *Unify™ Software Suite* that includes *Drive™* for data collection, *Connect™* for data processing, and *Inform™* for online visualization. This comprehensive software relies on street centerline GIS data provided by the Village to build all successive processes, which include calibration, collection, processing, analysis, and reporting. The Unify™ Suite eliminates the need to use numerous scripts and transformations to produce the geodatabase and tabular deliverables.



Sample road network loaded into Connect[™] software

Our technical team will review Village-provided roadway network files (expected in an Esri GIS file format) that define the routes to be collected. The GIS will be reviewed against any existing pavement database street segments and roadways. If discrepancies arise, they will be noted and discussed for resolution with the Village before the start of data collection. The finalized roadway network will be loaded into the Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered, minimizing routing problems and location errors. The GIS files will include attributes such as road section ID, street name, street type, beginning description, ending description, start reference, and end reference for each segment.

Our Unify™ software automatically extracts data from the various sensors on the data collection vehicle and combines it with location information and imagery. The Unify™ Suite workflow provides easy field data collection using the Drive™ software onboard each IrisPRO Pave data collection vehicle, which seamlessly transfers collected data to Connect™ for spatial analysis and processing. Unify™ software provides our clients with a perfect match between their existing GIS and the resulting condition data and allows us to configure our data deliverable in many formats that are compatible with all pavement management software, GIS, and other management systems. Connect™ enables daily progress tracking. The field crew will upload the day's collection for office-based data analysts to match against the network for location and completeness. For larger projects, it is customary practice to divide the network into smaller, more manageable segments, such as council districts or maintenance areas.



Data Collection

Our field crews will collect both outward-facing and downward-facing pavement imagery, using our **IrisPRO Pave** data collection vehicles equipped with second-generation Laser Crack Measurement System (LCMS-2) 3D pavement imaging technology. Pavement surface distresses including alligator cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress,

and patched areas as well as ROW imagery will be collected on a segment-by-segment basis, with each distress captured by type, extent, and severity as outlined in ASTM D6433 and E3303. The data and imagery that is collected is then linked to the Village's existing GIS data. Our approach provides survey coverage of all lanes, ensuring visibility to distress rating on 100% of the Village's roadways.

The LCMS-2 system is the highest-resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-



Our IrisPRO Pave at the Illinois ICART Rodeo

facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface, regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. The versatility of the LCMS-2 technology provides added value to the Village since the automated pavement condition survey and data collection can be performed at posted speeds without the need for traffic control. Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day.

Once the pavement survey is complete, the IMS team processes the collected data using Connect™ software, a combination of advanced analytical tools, and quality control/quality assurance (QC/QA) checks to determine accurate and repeatable PCI values for each roadway segment. We perform a rigorous, manual QC/QA process conducted by IMS′ certified PCI raters to further ensure data accuracy. In addition, we deliver our PCI ratings and supporting data (inventory, distress, rutting, and international roughness index [IRI] information) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision-making or imported into a PMS for additional analysis and reporting.

The Drive™ file format is part of IMS' unique approach to pavement condition surveys. Drive™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions. They allow our trained field staff to capture additional condition and inspection information used by our QC/QA team to validate condition data.



This *approach requires no subjective rating from the vehicle or legacy "windshield" surveys*. All data is rated internally with 100% coverage and rating.

We perform the following activities daily during data collection to ensure data consistency:

- Equipment is calibrated and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specifications.
- The LCMS-2-equipped IrisPRO Pave operator manually monitors the HD digital images, GPS, distress recorder, roughness measurements, and rutting data.
- Each street is noted in the inventory and on the map through GPS and assignment by van number.
- Production is tracked and records of coverage are documented.
- If necessary, a corrective action plan is developed and followed.
- All data is backed up and sent to the IMS primary office for processing.
- ✓ Teledyne FLIR Ladybug 5+ Captures 360° Imagery at Defined Intervals
- ASTM Class 1 IrisPRO
 Pavement Profiler
 Continuous Right and Left Wheel
 Path Roughness Measurements
- Pavement Distress Imaging LCMS-2 Continuous 3D Imaging, 1mm Resolution
- ✓ **Drive**[™]
 Automated Data Collection
 Paired with Field Observations
- GPS Positioning
 GPS with Integrated IMU, Sub
 Meter Positional Accuracy
- Samsara Monitoring
 Real-Time Tracking and
 Reporting
- Texture Continuous Surface Texture Measurements
- Linear Distance Positioning DMI for Precise Linear Distance Measurements
- Safety Lighting
 Front and Back Facing Flashing
 Lights Ensure High Visibility



IrisPRO Pave



→ Nondestructive Structural Testing | Fast Falling Weight Deflectometer (FastFWD)

IMS integrates Fast Falling Weight Deflectometer (FastFWD) testing to provide a comprehensive, data-driven approach to pavement structural analysis. This advanced, non-destructive testing method evaluates pavement integrity quickly and accurately without causing damage to the surface.

By simulating real-world traffic loads and measuring pavement deflections, FastFWD testing identifies hidden structural deficiencies, estimates remaining service life, and enhances rehabilitation planning.

For the Village of Algonquin, IMS will deploy FastFWD testing to assess the structural strength of select roadways, particularly in areas where previous mill and overlay treatments, soil conditions, or environmental factors suggest the need for deeper investigation. The data collected will be used to determine the most *cost-effective rehabilitation strategies*—whether a simple



Fast Falling Weight Deflectometer (FastFWD)

resurfacing, full-depth reclamation, or complete reconstruction is required.

A key component of our approach is the integration of Structural Index (SI) values into each roadway's Pavement Condition Index (PCI) score. This allows for a more holistic assessment of pavement health, helping the Village refine its long-term maintenance and capital improvement planning.

What are some immediate benefits for Algonquin?

- ✓ **Non-invasive and rapid assessment** of pavement structural integrity
- ✓ **Objective, repeatable results** to guide data-driven decision-making
- ✓ Accurate load-carrying capacity evaluations for proactive maintenance
- ✓ **Improved cost-efficiency** by ensuring the right treatment at the right time
- ✓ **Enhanced long-term forecasting** for pavement management and budgeting

By integrating FastFWD structural testing with LCMS-2 surface distress data, IMS will deliver a holistic, data-driven analysis of Algonquin's pavement network. This *powerful combination* will enable the Village to pinpoint structural weaknesses, optimize rehabilitation strategies, and extend roadway lifespan, ensuring cost-effective, long-term infrastructure investments that maximize every dollar spent.

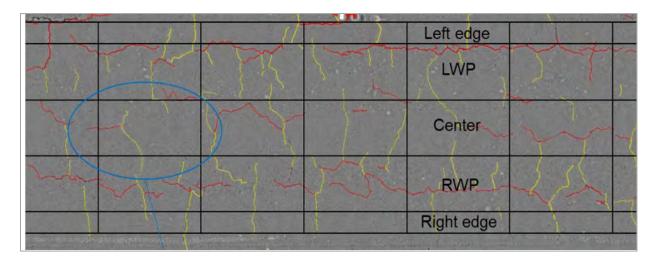
→ ASTM E3303 - Standard Practice for Generating Pavement Surface Cracking Indices from Digital Images
The <u>new</u> ASTM E3303 approach revolutionizes road condition data collection by moving away from
subjective distress definitions towards objective metrics that can readily be collected by today's highresolution pavement imaging systems. Three of our engineers were intimately engaged with the E17
committee for 2 years to develop this standard in collaboration with engineers from public agencies
and other civil engineering firms. Traditional distress protocols are based on descriptions of crack
types and severities that can be understood by human raters, whereas E3303 builds cracking
definitions from fundamental properties that can be measured.



The E3303 metrics are:

- Crack length I
- Crack width w
- Crack density ρ
- Pavement Surface Cracking Metric (PSCM)
- Pavement Surface Cracking Index (PSCI)

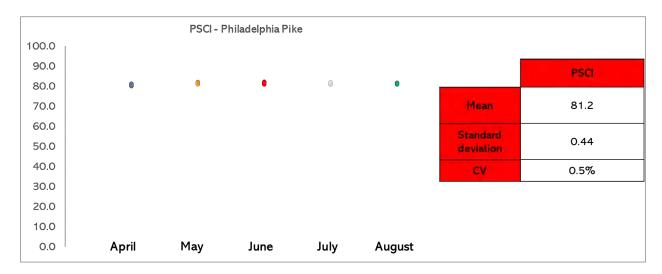
These metrics can be readily calculated for each "tile" along the lane collected. The tiles are formed by an intersection between five road zones and 2-m (or 6-ft) intervals along the road. These are illustrated below.

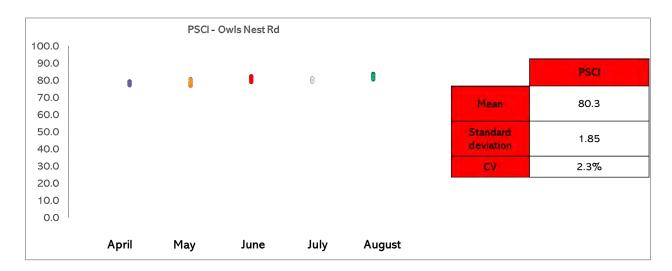


The major advantage of these metrics is that they have an intuitive and objective physical meaning. Crack density is the length of cracking per unit area, and PSCM is the percentage of open pavement within a defined area.

These metrics can be collected accurately and repeatably by the IrisPRO Pave system, and this has been *proven through extensive studies on multiple projects*. For example, for DelDOT, the client defined **20 control sites** covering all pavement types and conditions across their network. **We collected 10 runs of each site**, **every month for five months**. The crack detection is fully automated in Connect. The following charts show the best and worst results from these control sites. The cracking condition index, PSCI, shows extraordinary repeatability compared to semi-automated methods and manual surveys. The standard deviation is only 0.44 points in the best case and 1.85 points in the worst case, and coefficients of variation are 0.5% and 2.3%, respectively.







This level of data quality means that **pavement deterioration trends can be seen in and modeled from the data.** This opens the door to far more robust engineering analysis, which leads to better decisions about maintenance spending, treatment types, and budgeting.

IMS is proud to be an industry leader in the development and implementation of the new ASTM E3303 methodology and is eager to bring it to our clients – <u>at no additional cost!</u>

Advanced-Data Visualization and Imaging Tools

HD 360° imagery comes standard in our base pricing and provides the highest quality and long-term versatility to our clients. In addition, as an added value, we are pleased to offer the Village complimentary access to our pavement and asset data visualization software Inform™ for one year, which is in use at several Departments of Transportation (DOTs) and municipalities across the United States, providing intuitive, cloud-based features for seamless analysis and decision-making. We are excited to share this powerful tool with you, helping enhance the way you visualize and manage pavement and asset data.



(D)

INFORM DEMO

A demo of our cloud-based web viewer with data and images collected by the IrisPRO Pave vehicles may be accessed via the link and credentials below. Once logged in, you can select between the Road (DOT/Municipality) Demo or the Sidewalk Demo. The user button in the top right can be used to switch views. https://inform.internationalcybernetics.com/login

User: demo PW: informdemo

Equipment Calibration

Drive requires the IrisPRO Pave data collection vehicles to be configured with the client-specific calibration schedules and sensor settings for data capture. This provides value to the Village through strict control of the required calibrations: the IrisPRO Pave will not collect data unless the DQMP-specified calibrations are completed daily. This control reduces the potential for rework of data or delivering data that is not defensible.

→ Post Processing (Asset Extraction or Condition Data Later)

ROW asset data collection and extraction is a primary component of more than half of IMS projects each year. The IMS asset extraction technology is built on a flexible architecture that allows any ROW asset visible in the collected imagery to be located and attributed as part of each project or later in the future.

The images and associated GPS data are merged image-by-image. The merged imagery can then be post-processed using specialized GIS and image viewing software. ROW assets can be in the imagery using a combination of machine learning and manual review processes. Using the collected imagery, the existing centerline GIS, and supplemental aerial photography, we can spatially plot each ROW asset in its real-world location.

While we offer multiple methods for collecting ROW assets, the most cost-effective is to use the ROW imagery that is collected at the same time as the pavement surveys are conducted. As noted earlier, the IrisPRO Pave synchronizes high-end GPS and IMU data with ROW image frames to allow for accurate asset extraction from the front, side, and rear of the data collection vehicle.

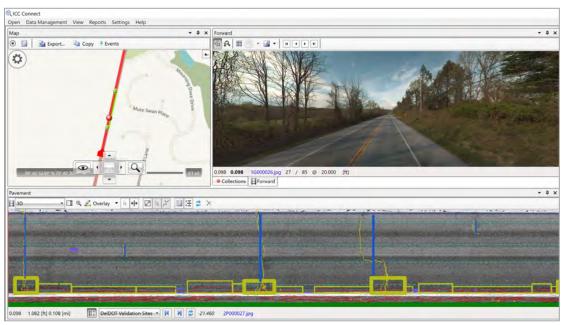
→ 3D Laser Crack Measurement System (LCMS)

A key IMS differentiator is the customization of crack detection settings for each pavement surface type present on the client road network. While some other providers also use the LCMS system, they usually run the same detection settings on all roads. In contrast, Connect optimizes the crack detection results by selecting optimized detection settings based on the texture (open-vs dense-graded), brightness, and condition of the pavement. The optimization is enhanced by introducing "triggered overrides," which alter settings used on subsets of roads based on event spans, like sand or dampness on the road, which are only temporary but will affect crack detection if settings are not adjusted.

The first step is the detection of cracks and defects using optimized settings for each pavement type in the client's road network. Some providers rely on external teams for editing crack detection,



which, in our view, can introduce subjectivity and variability into the process. At IMS, we emphasize consistency and objectivity in our approach. Full automation of crack detection with the optimal settings is proven to yield more consistent and repeatable results.



Connect transforms cracks into classified distresses according to the project distress protocol

Distance Measuring Instrument (DMI)

The IrisPRO Pave uses a 5,000-count-per-revolution wheel encoder to measure driven distance accurately. The DMI feeds the Drive control system, which then generates triggers at fixed intervals to each data capture system. This allows our system to capture laser data, pavement data, right-of-way images, and more at exact fixed-distance intervals, unlike lower-grade collection platforms that run in fixed-time (fixed-frequency) mode, which collect more data when the vehicle drives slower and less data when the vehicle drives faster. The DMI also feeds the Inertial Navigation System (INS) to compensate for GPS inaccuracy when driving near tall buildings, under bridges, through tunnels, or through heavy tree canopies.

Digital Imaging System

The Ladybug 5+ spherical 360° camera is mounted on a custom-designed steady mount on the vehicle roof. The camera capture is triggered by distance, not by time (i.e., it does not run at a fixed frequency like many lower-grade video camera systems). The IrisPRO Pave hardware triggers image capture and also records the exact moment of image capture (camera shutter operation). This technique precisely locates each image in world space and provides ideal asset inventory and feature extraction images. The camera uses the Sony Pregius sensor, which has a high dynamic range, allowing it to take excellent images at speed in almost all lighting conditions. Capturing ROW imagery with the Ladybug5+ offers the practical advantage of being able to extract any perspective image views (simulated camera angles) from the image stream during post-processing. The sample image below shows a 65-degree, forward field-of-view (FOV) at 3200 x 2000-pixel resolution. The Village benefits from the flexibility of a single camera with the ability to provide a single or multiple image view. In addition, it eliminates the need to position and calibrate multiple cameras. We will



provide a forward image, with a planned forward 75° FOV (6000 x 2000), as well as a spherical view of the data collected. The Village can also review and select the field of view and angles that will best meet Village requirements, if desired. The images below show two different views for the forward and right views extracted from the Ladybug 5+ camera. Note the image labels to appreciate the subtle adjustments we have available for x-axis or y-axis rotations and the image positioned at 90 degrees to the right to capture the view down the intersecting street.



Unlimited capability to select camera angles and zoom perspectives

It is also possible to extract single wide-angle images from this camera, as shown in the image below in the Connect™ software.

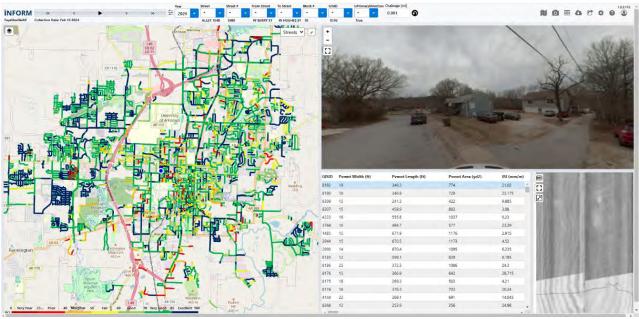


Left: LCMS-2 distress imaging vs. GoPro imaging.
Right: Wide-angle ROW imagery from our Teledyne FLIR Ladybug camera



Integrated Viewing Software

IMS offers a powerful, web-based tool for reviewing and visualizing pavement condition data through our cloud-hosted software, Inform™. This intuitive platform now features thematic maps, allowing clients to color-code roads based on condition values like PCI, PSCI, Roughness (IRI), Rutting Index, and more. This addition enhances our clients' ability to quickly and effectively understand their data with vivid, easy-to-interpret visualizations. Alongside these dynamic maps, Inform™ provides detailed, high-resolution pavement images and classified distresses, all within a geocentric environment. The software streamlines the analysis process, saving agencies countless field visits and valuable time, making it the simplest yet most comprehensive solution for accessing and interpreting photolog images and pavement condition data.



Inform™ powerful, enterprise-grade pavement condition data visualization and analysis software

Inform™ allows each user to customize their workspace, automatically saves the view for each user when they logout, and restores the view when they log back in. Users can toggle and arrange ROW images, pavement images, maps, and tables in any desired layout. Users can pull up detailed data for a route with measures such as IRI, rutting, cracking, and other distresses.

Users can step forward/back by one frame, play forward/back continuously, change playback speed, turn distress layers on and off on the pavement view, turn around to other direction (U-turn button), view crossfall (cross-slope), and change the year to bring up historical imagery at the same location (if available). The map can be toggled to show street name basemaps or aerial imagery together with collected paths. The entire state's road network can be accessed at once on the map. The viewer also allows users to extract and download a subset of images using the convenient Image Downloader tool. This feature allows the user to start from any location and download up to one (1) mile of images before and after the current location. Users can name the images based on locators such as district, county, road, direction, and map point. The camera view(s) to be extracted can also be defined. This feature allows any authorized user to distribute images easily to personnel outside



the organization. We are providing a free 90-day trial to an unlimited number of Village users so that you can evaluate the benefits risk-free.

Processing

Sensor data and distresses are summarized by the reporting engine in Connect™ to match the Village's delivery table requirements, which will likely be driven at least in part by the asset management system that has been selected. The advanced report builder allows the output tables to be generated directly from raw and processed data, without the need to perform manual manipulations.

Connect's report builder allows data analysts to define all aspects of each field, including:

- Field name (e.g., HR_RUT_DL)
- Mapping of the field to data source (rutting average)
- Units of measure (e.g., inches)
- Aggregation method (e.g., AVG)
- Decimal places (e.g., three)
- Invalidation of individual rut measurements based on value ranges
- Range limits (maximum and minimum allowed values for output)
- Speed invalidation (e.g., exclude bridges, lane deviations, construction and railroad)

By using the report generator, we can format data for delivery very quickly using the streamlined reporting process. Our reporting process all but eliminates the issues related to manual reporting processes and makes updates very easy. If the underlying data does need to be edited (e.g., to correct a pavement type), the change can be made to the database, and the reports can be regenerated in one simple step. Data can be processed and delivered very quickly for review by the Village's stakeholders.

Quality Assurance/Quality Control (QA/QC)

Based on discussions with the Village during the project initiation and kickoff meetings, we will develop a project-specific version of our standard *Data Quality Management*Plan (DQMP) for this project. The Village of Algonquin DQMP will be

formalized with the project team's approval prior to data collection.

At a minimum, the plan will address the following:

- How the data collection equipment will be calibrated and certified.
- What data quality control (QC) measures will be conducted before data collection begins and periodically during data collection.
- How data will be sampled, reviewed, and checked for quality.
- What error resolution procedures will be followed.
- How data will be accepted.

During the collection and processing workflow, data discrepancies are detected in the following three ways. These processes are run on 100% of the collected and processed data. Any road sections with data discrepancies



IMS' standard DQMP is customized for each client's project



arising from sensors, systems, or processing that exceed the defined thresholds will be recollected and/or reprocessed, as necessary.

- **During data collection** through real-time health monitoring systems onboard the IrisPRO Pave data collection vehicle.
- **During data processing** in Connect's data import module, using data quality checks that include data completeness and data synchronization validation.
- **During data reporting** in Connect's report generation module, through sensibility and range checks.

IMS will review a random sample of pavement images to confirm the accuracy of reported distress data using our Connect™ software. The detailed distress data for each image, including cracking and the classified and rated distresses, are superimposed over the image and displayed in a table. This allows QC reviewers to efficiently review and confirm that the condition of the road has been surveyed accurately. Connect™ also shows the vehicle GPS traces (collection polylines) overlaid on a street view map or an aerial image. They are shown together with the county-provided GIS shapefile polylines to provide quick and easy verification that the correct sections were driven, that section limits were correctly identified, and that the vehicle GPS is accurate. This all-in-one processing software makes location errors and misplaced sections things of the past, and the transparency improves client confidence in the delivered data.

→ Please note that prices for Drive and Connect are built into our data collection prices!

Pavement Management Plan

IMS will leverage its expertise in pavement management to deliver precise, actionable maintenance recommendations for the Village. Using the industry-standard Pavement Condition Index (PCI) on a 0-100 scale, we will evaluate each road segment's condition and recommend tailored maintenance treatments. These recommendations will consider critical factors such as road classification (e.g., residential or arterial) and benefit-cost ratios to ensure optimal resource allocation. Our multi-year pavement maintenance and rehabilitation (M&R) programs are built around industry standard prioritization techniques and financial optimization, typically in the form of cost of deferral. We incorporate pavement management principles that assist agencies in producing cost-effective maintenance programs. Localized construction costs, customized deterioration models that reflect local pavement performance, and other environmental and local construction practices are considered in developing our M&R analyses and recommendations.

Our approach to establishing overall prioritization of M&R recommendations is flexible and can account for non-engineering factors. Our engineering team has recent experience using pavement management systems to develop equitable M&R plans that consider funding distribution based on technical and non-technical considerations that impact local communities. We look forward to collaborating with the Village staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved.

The Project Manager will collaborate with Village staff to tailor reporting requirements and identify additional insights that will enhance decision-making. In this initial meeting, we will ensure the scope



of reporting aligns with the Village's goals, focusing on actionable, data-driven pavement management strategies.

To support a pavement management plan, we propose using Easy Street Analysis.

→ Easy Street Analysis (ESA) Pavement Management System

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results, enhancing the use of traditional licensed-based software such as PAVER, Pavement Express, etc.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, Village-specific rehabilitation methods and costs, associated rehab resets, budget information, and other Village-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully to hundreds of government agencies across North America.

Our team integrates legacy pavement condition ratings into the ESA platform, enabling direct comparisons between past evaluations and the new ratings. This process not only ensures continuity but also provides valuable insights into pavement performance over time. By importing your historical data into ESA, we empower you to track trends, measure progress, and make more informed decisions about your pavement management strategies.

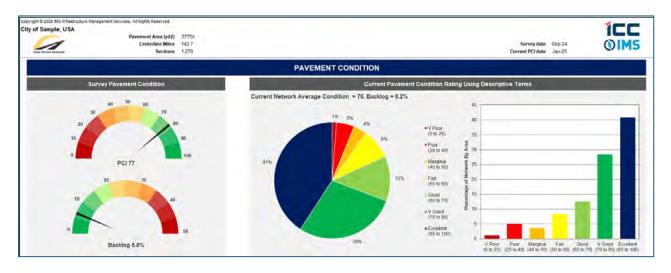
ESA delivers the following and allows for basic parameter input for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Road maintenance budget (one value in \$/YR; can vary over the years)
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.
- Rehab types and unit rates (in \$/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)



- Planned work (rehab type and rehab date for any work to be done after analysis start date;
 e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)

The following snapshots showcase some of the highlights of ESA:

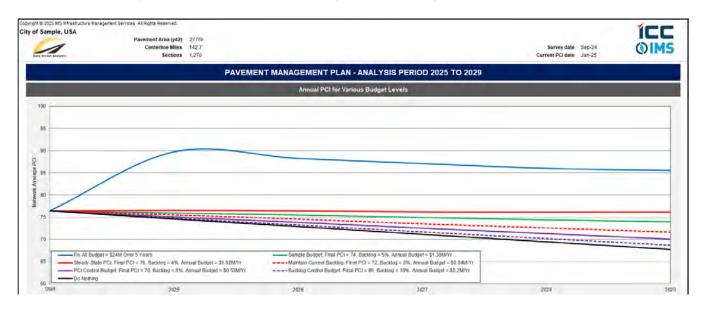


ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to break down analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.

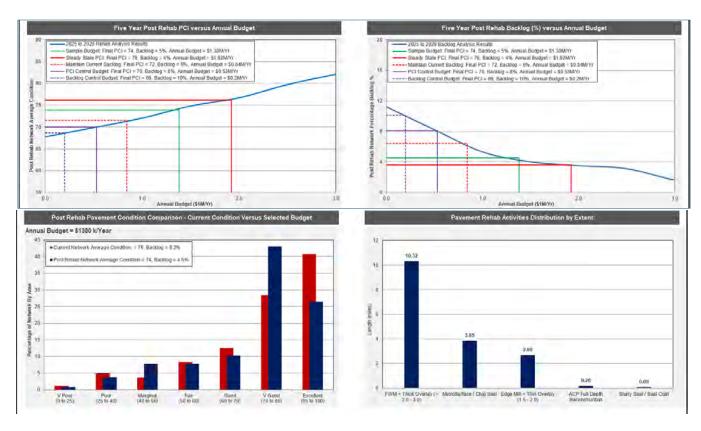


	Current	PCI Date:	1/1/2025	1/2025 Annual Budget Increase (%/yr): 0.00				% of Budget Dedicated to Surface Treatments:					
Analysis Start Date:		1/1/2025						•					
Program Year	Annual Budget (\$)		Calendar Year	Block Count	Annual Expenditure (\$)	Pavement Costs (\$)	Peripheral Concrete Costs (\$)	Miles (mi)	PCI	Backlog (%)	Re	efresh ()	
Avg:	1,380,000	1,380	2024	1,270	19,006,510	19,006,510	0	142.7	76	6.2			
1	1,380,000		2025	25	1,379,910	1,379,910	0	3.7	76		F	Run ESA	
2	1,380,000		2026	30	1,379,402	1,379,402	0	3.9	75				
3	1,380,000		2027	20	1,379,960	1,379,960	0	2.6	75		Age	ncy Budget	
4	1,380,000		2028	31	1,379,804	1,379,804	0	3.2	74				
5	1,380,000		2029	30	1,379,919	1,379,919	0	3.8	74	4.5	Inventory	and Rehab	Pla
			Totals:	136	6,898,995	6,898,995	0	17.1					
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A Need Year	O Committed Year	Year of First Selection	Fall Thru Yr 4		FWM + Thick		- Stretri Ptch				Segment Total Cost (\$)	O Project Cost (\$)	
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Weed Year 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	O O O O O O O O O O O O O O O O O O O	Year of First Section Selection	Fall Thru Yr 4 Selected Yr 4 Selected Yr 4 Selected Yr 4 Not Selected Fall Thru Yr 1 Fall Thru Yr 3 Fall Thru Yr 3 Selected Yr 5 Selected Yr 5 Selected Yr 5 Selected Yr 5	56 56 56 30 30 30 50	FWM + Thick (FWM + Thick (Edge M Edge M Edge M Edge M FWM +	Overlay (> 2.0 - 3.0) + Overlay (> 2.0 - 3.0) + Overlay (> 2.0 - 3.0) + iiil + Thin Overlay (1.5 iiil + Thin Overlay (1.5 iiil + Thin Overlay (1.5 Thick Overlay (> 2.0	- 2.0) - 2.0) - 2.0) - 2.0) - 3.0)	29.00 29.00 29.00 15.25 15.25 15.25 27.00	0 0 0	73,863 49,880 45,559 31,293 57,813 169,001 41,526	0 73,863 49,880 0 0 0 0 0 0 31,293 57,813 169,001 41,526	0 169,302 169,302 169,302 0 0 0 0 258,107 258,107 149,715	
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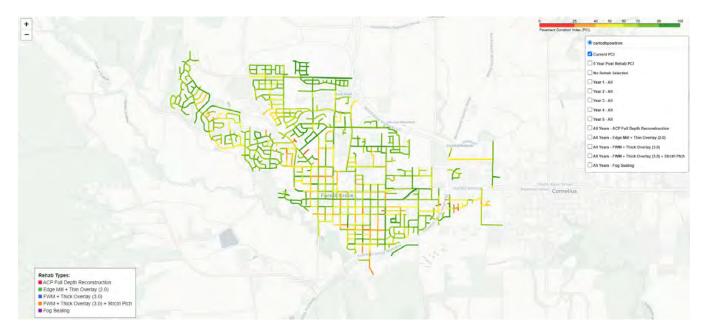
ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.







ESA dashboards, presenting PCI and backlog values after a 5-year analysis is generated under various budget scenarios and summarizing the recommended rehabilitation activities by extent.



ESA provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.



Phased Project Execution

IMS's methodology follows a structured, multi-phase approach to ensure comprehensive pavement evaluation and timely project completion:

1. Project Management - Initiation and Planning (Weeks 1-3)

- Kick-off meeting with Village staff to define project scope, data needs, and goals.
- o Review and integration of legacy pavement data.
- o Development of a customized Data Quality Management Plan (DQMP).

2. Condition Assessment/Data Collection (Weeks 4-8)

- o Deployment of IMS's specialized data collection vehicles.
- o High-resolution imagery and LCMS-2 scans for roadway distresses.
- Collection of International Roughness Index (IRI), rutting, faulting, and other ASTM D6433 distress metrics.

3. Data Processing and Quality Control (Weeks 9-12)

- o Multi-level data validation by IMS's Project Engineers and QC Reviewers.
- o Verification of GPS alignment, distress ratings, and severity classifications.
- o Integration of pavement data into ESA and GIS platforms for analysis.

4. Data Analysis, Forecasting, and Recommendations (Weeks 13-16)

- o Development of PCI scores and crack density metrics.
- o Identification of optimal preservation and rehabilitation strategies.
- o Generation of a draft Five-Year Maintenance and Rehabilitation Plan.

5. Final Condition Assessment Reporting and Presentation (Weeks 17-20)

- o Compilation of a final report with GIS-based visualization tools.
- o In-person presentation of findings to Village staff and stakeholders.
- o Delivery of all raw data, interactive dashboards, and software training.

Quality, Cost, and Schedule Control

IMS is committed to delivering **the highest data integrity** through a rigorous, **multi-tiered quality assurance process** that adheres to **ASTM** standards and the industry's best practices. Our investment in **advanced software**, **automation**, and **Al-powered data processing** enables us to produce **unparalleled data quality while maintaining the** <u>fastest turnaround time in the</u> <u>industry</u>. By leveraging our end-to-end in-house processes, we eliminate third-party expenses, ensuring seamless workflow management, cost efficiencies, and strict schedule control. Additionally, IMS integrates a comprehensive suite of proprietary technologies designed to ensure seamless data collection, analysis, and accessibility. These tools enhance efficiency, **streamline operations**, and **provide stakeholders with real-time insights** throughout the project lifecycle.

To ensure efficiency, cost-effectiveness, and high-quality outcomes, IMS employs a comprehensive methodology that integrates cutting-edge pavement assessment tools with streamlined data processing techniques to deliver reliable, data-driven pavement management solutions.

1. Advanced Structural & Surface Analysis

• **LCMS-2 Surface Distress Analysis**: IMS collects high-resolution, 3D pavement distress data using our IrisPRO Pave data collection vehicles.



- FastFWD Testing: IMS utilizes FastFWD to conduct non-destructive structural assessments, minimizing the need for invasive core sampling while delivering high-accuracy pavement strength and deflection data. This allows for more precise evaluation of pavement loadbearing capacity and remaining service life.
- Quality Data: By integrating FastFWD results with LCMS-2 surface distress data, IMS ensures
 that Algonquin receives the most comprehensive pavement assessment available, providing
 critical insights for long-term planning.

2. Optimized Decision-Making & Cost Savings

- **Data-Driven Rehabilitation Strategies**: By combining FastFWD structural analysis with detailed surface distress data, IMS enables precise identification of roads requiring full-depth reconstruction vs. mill and overlay, ensuring cost-effective rehabilitation planning and eliminating costly misallocations of funds.
- AI-Powered Prioritization Models: Through Connect, IMS ensures that all pavement
 condition data is seamlessly processed and analyzed, allowing for smarter, data-backed
 decision-making. This advanced system identifies trends, predicts future deterioration, and
 provides optimized treatment recommendations tailored to Algonquin's specific roadway
 network.

3. Accelerated Project Timelines with Cutting-Edge Technology

- **Automated Data Processing & Seamless Integration**: IMS utilizes Drive, an Al-enhanced processing system, to rapidly analyze, validate, and integrate structural and surface data into the pavement condition assessment, reducing turnaround time while maintaining strict adherence to the project schedule.
- Interactive Data Visualization: IMS provides Algonquin with access to Inform, a web-based platform that allows stakeholders to visualize pavement condition data, structural insights, and project progress in an intuitive, interactive interface. By offering geospatial dashboards, maps, and imagery, IMS ensures that decision-makers have real-time access to the most relevant information at their fingertips.

Through this integrated approach, IMS provides Algonquin with a **comprehensive pavement** management strategy that maximizes roadway lifespan, optimizes budget allocation, and **ensures timely project delivery**. By combining our technologies, IMS empowers the Village with the tools and insights necessary to make **smarter**, **faster**, and **more cost-effective infrastructure decisions**, ensuring **long-term sustainability and improved public safety**.



Supporting Studies, Models, and Assumptions

IMS will leverage **cutting-edge technologies**, **industry-leading methodologies**, **and advanced structural testing** to ensure the **highest accuracy**, **repeatability**, **and consistency** in assessing pavement conditions. Our approach integrates both surface distress evaluation and structural analysis, providing a **comprehensive view of roadway health** to support Algonquin's pavement management and rehabilitation planning.

- **LCMS-2 Technology**: Utilizing the Laser Crack Measurement System (LCMS-2) for automated distress identification, IMS ensures precise Pavement Condition Index (PCI) calculations, enhancing efficiency and accuracy in surface condition assessments.
- Fast Falling Weight Deflectometer (FastFWD) Testing: To complement surface distress data, IMS will conduct FastFWD structural testing, which measures pavement strength, load-bearing capacity, and remaining service life. This critical data helps differentiate whether roads require full-depth reconstruction or cost-effective resurfacing strategies, optimizing Algonquin's budget allocation. FastFWD enables agencies to identify issues in the subgrade, sub-base, and base layers, in addition to the surface layer, providing a comprehensive view of pavement health.
- **Deflection Testing & Structural Indices:** Subsurface distress investigations are a valuable tool to assess the structural health of a roadway. FastFWD provides several key indices, including:
 - o Effective Structural Number (SNeff)
 - Surface Curvature Index (SCI)
 - o Elastic Modulus (stiffness) of:
 - Subgrade
 - Sub-base or base
 - Asphalt or Concrete
 - o Structural Index (SI)
- Intelligent Structural Analyzer (ISA™): Since obtaining the above indices sometimes requires additional inputs such as accurate pavement thickness, IMS has developed a proprietary tool called Intelligent Structural Analyzer (ISA™). This tool calculates SNeff without the need for thickness measurements, eliminating the necessity for GPR testing or coring. With precise SNeff calculations, agencies can determine exact pavement thickness requirements for reconstruction or overlay, ensuring optimized pavement design.
- **ASTM D6433 Methodology**: IMS adheres to ASTM D6433 standards for distress classification, ensuring consistency and reliability in pavement assessments across all roadway segments.
- ASTM E3303 Compliance: IMS integrates ASTM E3303, a newly approved standard, addressing year-to-year variability in pavement condition surveys. This modern approach enhances the repeatability of cracking indices, resulting in more reliable long-term analysis and improved predictive modeling.
- **GIS-Based Analysis Tools**: IMS will employ GIS technology to visualize and manage pavement condition data, allowing for interactive mapping, spatial analysis, and strategic decision-making.
- Al-Driven Deterioration Models: Using historical data and machine learning algorithms, IMS develops data-driven pavement deterioration models to accurately forecast roadway lifespan and optimize long-term maintenance planning.

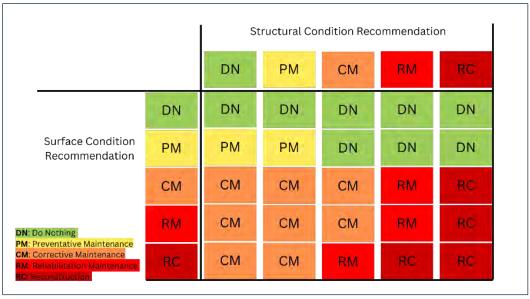


• **Inform Integration**: IMS will provide Algonquin with access to Inform, our web-based data visualization platform, enabling intuitive access to pavement condition reports, structural test results, and network performance trends—empowering decision-makers with real-time insights.

A Holistic Approach for Smarter Pavement Management

By integrating FastFWD structural testing with LCMS-2 surface distress evaluations and advanced predictive modeling, IMS provides a multi-dimensional pavement assessment that goes beyond traditional PCI calculations.

Structural testing plays a crucial role in optimizing pavement management decisions. As demonstrated by the Virginia Department of Transportation (VDOT), relying solely on **one** metric, such as PCI, can lead to **suboptimal** maintenance and rehabilitation choices. For example, if PCI suggests poor (e.g., PCI near 0) surface conditions, a Pavement Management System (PMS) might recommend full reconstruction (RC); however, structural testing may reveal that corrective maintenance (CM) is sufficient, saving significant costs. By integrating surface distress analysis with structural indices, IMS ensures that **rehabilitation and maintenance strategies are data-driven, cost-effective, and long-lasting**. This enables agencies to implement the **right solution, at the right time, in the right location**. This **holistic methodology** ensures **optimized infrastructure investments** while enhancing **roadway safety and performance** for the Village of Algonquin.



Optimized Pavement Management Matrix - Originally proposed by the Virginia Department of Transportation (VDOT), the matrix illustrates the importance of integrating structural and surface condition assessments, such as PCI or PCR, to ensure data-driven, cost-effective rehabilitation decisions.



5. References

Contact Person

Email Address

Telephone Number

Personnel Assigned

City of Westmont IL	» 2011, 2019, 2024
Contact Person	Melissa Brendle, Public Works Supervisor
Telephone Number	(603) 981-6283
Email Address	mbrendle@westmont.il.gov
Personnel Assigned	Nieminen, Ratliff, Dew
Village of Schaumburg	g, IL » Ongoing
Contact Person	(Chastain) Fred Mullard, Municipal Services Director
Telephone Number	(224) 629-3755
Email Address	fmullard@chastainengineers.com
Personnel Assigned	Nieminen, Ratliff, Dew
City of Moline IL	» 2022
Contact Person	David Dryer, Director of Engineering
Telephone Number	(309) 524-2350
Email Address	ddryer@moline.il.us
Personnel Assigned	Ratliff, Nakhaei
Lake County, IL	>>> 2000 to present
Contact Person	David Pugliese, Civil Engineer
Telephone Number	(847) 377-7502
Email Address	dpugliese@lakecountyil.gov
Personnel Assigned	Nieminen, Ratliff, Dew
Hillsborough County, F	» 2024

Kevin Trimble

813-635-5400

trimblek@hcfl.gov

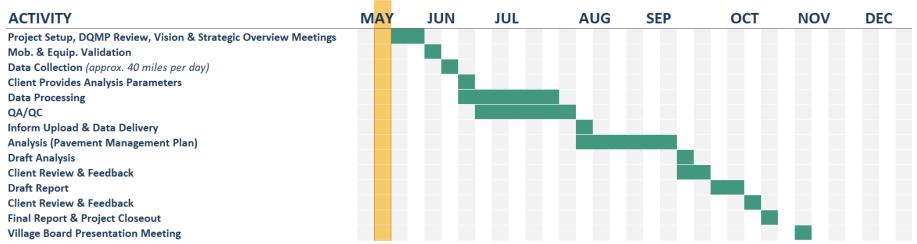
Nieminen, Ratliff, Nakhaei, Dew



6. Schedule

Services Project Schedule

Expected NTP Date: May 12, 2025 Collection Lane Miles: 141



Note: Our data collection reflects completion in one week above. This is achieved via our efficient data collection procedures, which allow for approximately 40 miles in a municipal agency setting to be collected per day. Based on our experience in completing hundreds of similar projects, we have built in time for typical back-and-forth/collaboration between IMS and the village regarding the analysis. There is an opportunity to reduce the overall project timeline here. We believe the desired completion date and final presentation timeline are appropriate and provide a reasonable buffer.



7. Fee Proposal

	\sim	11	Dui a	Takal Buisa
Name	Qty.	Units	Price	Total Price
		uctural Testir		±2.005.00
Mobilization/Calibration (FFWD)	1	Lump Sum	\$2,925.00	\$2,925.00
Field Data Collection - Fast Falling	1.40	Tark Mallar	¢450.00	#24 000 00
Weight Deflectometer (FFWD) - PER	140	Test Miles	\$150.00	\$21,000.00
MILE				
Data Processing: Standard FFWD	1	Test Miles	\$1,950.00	\$1,950.00
(Including QC/QA)	1	Lucana Cuma	¢2.500.00	¢2 F00 00
Calculate Structural Number (SNeff)	I	Lump Sum	\$2,500.00	\$2,500.00
Calculate Structural Number	1	Lumana Cuma	¢2.500.00	¢2 F00 00
Required (SNreq) Based on ADT and Provide Structural Index	1	Lump Sum	\$2,500.00	\$2,500.00
	C	dision C		
		ndition Surve	•	±0.500.00
Project Setup and Kickoff	1	Lump Sum	\$2,500.00	\$2,500.00
Project Management	1	Lump Sum	\$1,500.00	\$1,500.00
GIS Review and Survey Extents	1	Test Miles	\$2,000.00	\$2,000.00
Verification	4		42.025.00	±2.005.00
Mobilization/Calibration	1 10	Lump Sum	\$2,925.00	\$2,925.00
Field Data Collection - IrisPRO Pave	140	Test Miles	\$115.00	\$16,100.00
Data Processing: Enhanced ASTM	1.40	Tark Miller	¢20.00	#4 200 00
D6433 (Including QC/QA) - According	140	Test Miles	\$30.00	\$4,200.00
to Standard Data Dictionary				
Condition Data Delivery (Standard	1	Lump Sum	\$500.00	\$500.00
Geodatabase/Tabular Format Only)				
Easy Street Analysis (ESA) Pavement	1	Lump Sum	\$7,500.00	\$7,500.00
Management Plan/Analysis - Draft				
Draft Pavement Management	1	Lump Sum	\$2,400.00	\$2,400.00
Report Final Payament Management				
Final Pavement Management Report and Analysis Results	1	Lump Sum	\$500.00	\$500.00
	1	Per Year	\$2,000,00	\$2,000,00
Inform - <400 lane miles	ı		\$2,000.00	\$2,000.00
Inform Web Hosting	140	Per year per mile	\$1.20	\$168.00
City Council/County Commission	1	Lump Sum	\$6,000.00	\$6,000.00
Presentation (Onsite/In-Person)	ı	Lullip Julli	¥0,000.00	Ψ0,000.00



Fee Proposal – Personnel Hourly Rates – For Reference				
Staff	Rate			
Senior Project Engineer	\$235/hour			
Intermediate Project Engineer	\$185/hour			
Junior Project Engineer	\$140/hour			
Data Analyst	\$185/hour			
Crew Chief	\$140/hour			
Technologist	\$120/hour			

Note: Our fees are established in a lump sum basis as defined in the fee table above. This includes all expenses incurred by our team to perform this work (no reimbursable expenses). The hourly rates are shared at the request of the city but generally are not relevant or applicable for the over 100 projects we perform annually for agencies. Any additional services would be specifically scoped, discussed and contracted with the city.



Appendix A | Completed Forms



Attachment A - RFP Acknowledgment Form

I hereby acknowledge receipt of the Village of Algonquin's Request for Proposal for the 2025 Village-Wide Pavement Condition Assessment and my firm's intent to submit a proposal in accordance with the RFP. Please send any and all communication regarding the RFP to the following individual:

Name: Michael Nieminen, PE, P. Eng., CEO

Address: 10630 75th Street Largo, FL 33777

Phone: 727-547-0696

Fax: N/A

E-mail: marketing@icc-ims.com

Signature: Rilall

Date: 04/01/2025

Please Remit Acknowledgment Forms to:

Village of Algonquin Attn: TBD

110 Mitchard Way

Algonquin, IL 60102

E-mail: EthanHoffman@algonquin.org

Please Note: Responses to questions received regarding the RFP will be released on March 28, 2025, to those firms that have submitted an RFP Acknowledgment



Appendix B | Resumes

Michael Nieminen, PE, P.Eng | Project Principal

Michael is an industry veteran with more than 21 years of experience as a project manager, technology developer, and senior executive. He provides a unique and valuable perspective on pavement condition and asset inventory projects. Over the past six years at ICC-IMS, Michael has built a team of experienced and sought-after industry professionals, including pavement and software engineers, who have re-imagined the data collection and processing workflow of ICC equipment and IMS services for today's technology and quality standards. Before joining ICC-IMS, Michael served as the Director of Operations and later as the Director of Technology Development at Fugro. He pioneered the use of spatial matching to join collected data to client roadway networks. This has proven a vitally important step to deliver consistent year-over-year pavement condition data results for pavement condition data management providers within the industry.

Florida Department of Transportation (FDOT) Pavement Data Collection - Project Principal

IMS was part of the team that provided a statewide collection of pavement distress data on non-interstate pavements using an LCMS, inertial profiler, and forward imaging for FDOT. The collection methodology and resulting data meet the requirements described in the Highway Performance Monitoring System (HPMS) Field Manual and MAP-21 protocols established in Title 23 CFR part 490. The project involved collecting, processing, analyzing, and reporting the pavement data on designated non-interstate portions of the National Highway System (NHS) and HPMS sections covering 10,600 lane miles of road. Rut depth, fault depth, and percent cracking were collected using an LCMS-2, while roughness (IRI) was collected using an inertial profiler. Collected data followed the Department's Federal Highway Administration (FHWA) approved DQMP. Throughout this project, Michael played a vital supporting role. His responsibilities included assisting with project planning, defining and managing requirements, and designing the software architecture. Additionally, Michael provided technical monitoring of the IrisPRO Pave system. His contributions ensured the project was well-organized, met all mandatory requirements, and employed the data collection tools effectively, resulting in accurate and reliable pavement condition data for FDOT.

New York State Department of Transportation (NYSDOT) Statewide Pavement Data Collection – Project Manager*

This project involved pavement condition data collection and delivery of 15,000 lane miles. Data collected included pavement distress, rutting, roughness, texture, and ROW images. Data was processed and formatted for delivery into AgileAssets PMS. While at Fugro, Michael served as the project manager for this project prior to 2014. His responsibilities encompassed the entire project lifecycle, including planning, data collection monitoring, data processing management and QA/QC, software deployment, and final data delivery. Michael ensured the project's success by maintaining regular communications with NYSDOT, providing updates, addressing concerns, and ensuring that all project milestones were met on schedule. His leadership and management skills were instrumental in coordinating the team, optimizing data collection processes, and delivering high-quality results that met NYSDOT's standards and requirements. * Completed with previous firm.



Arizona Department of Transportation (ADOT) Network Data Collection & Processing - Project Principal

Our work with ADOT is ongoing, as we have been performing pavement condition surveys, collecting HD imagery, and conducting a sign and striping inventory across nearly 15,000 miles of interstate, state, US routes, and HPMS sections across Arizona. Photolog images are available agency-wide with no license restrictions through our Inform™ cloud-based, pavement and asset data visualization software. The team is collecting, processing, and validating the geospatial roadway data items identified in the FHWA's HPMS and Model Inventory of Roadway Elements (MIRE)—providing ADOT with reliable, repeatable information to meet HPMS requirements for programming, planning, FHWA compliance, and internal forecasting for M&R development. In addition to our current work with ADOT, IMS completed two federally funded pavement and sign data collection projects managed by ADOT for the Cities of Glendale and Goodyear, Arizona under a previous contract. Michael's role included supporting project planning, defining requirements, and providing technical monitoring of the IrisPRO Pave data collection equipment and Connect software. His leadership and technical expertise ensured seamless project execution, advanced data collection capabilities, and efficient processing workflows.

Wyoming Department of Transportation (WYDOT) Network Pavement Data Collection & Processing – Project Manager/Technical Director

WYDOT sought services for pavement distress data and image collection for approximately 10,535 lane miles. Data included road roughness (IRI), rutting, faulting, texture, digital images, position, orientation, and geometrics using GPS and DMI. Our IrisPRO Pave vehicles collected data from interstate, non-interstate NHS, non-NHS, and county roads. Our data experts delivered the pavement condition data set for the DOT's Pavement Management System (PMS). The DOT used our Connect software for image and data review. Statewide imaging was provided through our Inform™ web-based viewer. In collaboration with the state, and following HPMS requirements, the team developed a customized Data Quality Management Plan (DQMP) for the project. Michael supported the project in planning, requirements, software architecture, and technical monitoring of data collection equipment using the IrisPRO Pave. Michael's crucial role ensured the project's success. His responsibilities included overseeing project planning, defining and managing requirements, and designing the software architecture. Additionally, Michael provided technical monitoring of the data collection equipment, the IrisPRO Pave system.



"Through a collaborative approach and constant communication, the team ensured that all WYDOT's needs were met or exceeded. WYDOT would like to recognize the entire team for their responsible feedback and detail-oriented approach. From the DQMP and project setup to the final data delivery, IMS' transparency was greatly appreciated. Connect and Inform are impressive, easy-to-learn tools that are also highly customizable to fit WYDOT's specific needs. With data quality being the cornerstone of any asset management department, it is without hesitation that we can stat that IMS holds their data to the highest of standards. WYDOT is pleased to recommend them for any pavement data collection needs." – Ethan Crockett, WYDOT



Megan Ratliff | Project Manager

Megan is a graduate of the Civil and Environmental Engineering master's program at Auburn University. Her research at Auburn University's National Center for Asphalt Technology (NCAT) focused on the structural analysis of several asphalt pavement test sections at the world-renowned Test Track. She is proficient in using many pavement analysis and design software programs, such as WESLEA, MEPDG, PerRoad, KENPAVE, FlexPAVE, and Evercalc. Megan is an EIT in California and has passed the State of California Principles and Practice of Engineering exam. In her time at IMS, she reviewed and analyzed pavement condition survey data using Easy Street Analysis (ESA) and PAVER, created pavement management plans using various budgets, and interacted with clients to help better understand their needs.

In addition to the projects detailed below, Megan has recently managed the following municipal projects: Briton, SD; Camden, SC; Eagle County, CO; Greer, SC; McAlester, OK, Laramie, WY; Minnetonka, MN; Powder Springs, CA; St. Louis County, MO; St. Lucie County, FL; Town of Eagle, CO; and Watertown, SD. References for a few of Megan's recently completed projects include: St. Louis County, MO – Bethelehem (Betty) Tesfu, 314-615-8513 Minnetonka, MN – Jeremy Koenen, 952-939-8238

Greenville County, South Carolina Pavement Management Services - Project Manager

Megan supported the project manager and QA manager with project controls on the 2020 project and is serving as project manager on the current project awarded in 2023 and planned for completion in June 2024. IMS partnered with Greenville County, South Carolina for a comprehensive update of its pavement management program in 2020. The pavement condition survey included data collection along 1,750 centerline miles of county roads, ROW, and the county-maintained Swamp Rabbit Pedestrian and Bike Trail using LCMS-2-equipped IrisPRO Paves. The LCMS-2 vehicles collected 4K imagery in addition to the pavement condition data to aid in the development of a ROW asset inventory of sidewalks and signs, maintaining Cityworks FacilityIDs.

City of Allen, Texas Pavement Management Services - Principal Engineer

Megan reviewed the draft pavement condition survey report and attended the in-person city council presentation with the IMS project manager. Megan presented the results of a small-scale field inspection on rehabilitation work previously conducted in the area that the city manager was interested in implementing on a future project. This project was awarded in 2022 and included a pavement condition survey for 600 test miles of city-managed roadways. The majority of the city's network was Portland Cement Concrete (PCC) segments, in which distresses can be challenging to detect. To ensure high-quality data on the city's PCC segments, a rigorous semi-automated QC protocol was implemented.

City of Dallas, Texas Pavement Management Services - Project Engineer/QC Reviewer

Megan supported the project manager and acted as QC reviewer on the City of Dallas' TxShare pavement condition survey, sidewalk inventory, and select project-level GPR testing project awarded in November 2022 and planned for completion in 2023. IMS deployed a fleet of five LCMS-2-equipped IrisPRO Paves to complete the ASTM D6433 PCI survey of approximately 6,000 test miles of city-managed arterial, collector, and local roadways in just three months to stay on track with the city's aggressive schedule. Megan met with the city to present an in-depth overview of our LCMS-2-equipped IrisPRO Pave.



City of Flower Mound, Texas Pavement Management Services - Project Engineer

Megan reviewed the pavement condition data and performed the network analysis as the project engineer for the city in 2022. She met with the city to discuss the detailed analysis and corresponded with them regularly to ensure the project proceeded according to schedule. Megan customized the city's analysis parameters in the ESA spreadsheet so that the results were meaningful and practical for the city.

Pasco County, Florida Pavement Management Services - Project Engineer

Supporting the project controls and acting as QC reviewer. IMS assisted the county in the development of a robust pavement and asset management program. In addition to performing a pavement condition assessment on 1,875 miles of roads, IMS inventoried several assets including sidewalks and ADA ramps, signs and supports, curb and gutters, catch basins, swales, shoulders, bike paths, traffic signals, striping and markings, guardrails, handrails, and medians. The asset inventories were developed during post-processing activities and integrated with Cityworks.

City of North Port, Florida Pavement Management Services - Project Engineer

Supported project controls and acted as QC reviewer on the project. IMS led the pavement management program update, which included an automated ASTM D6433 PCI survey and IRI data collection for 814 centerline miles of city-managed roads, as well as a structural evaluation of 100 miles of arterials and collectors within the city. The captured imagery was also utilized to conduct a sidewalk inventory and assess its condition. IMS conducted a budget analysis in Lucity and prepared a 5-year M&R plan. IMS has been collaborating with the City of North Port on six different network level pavement and asset management projects since 2005.



Mostafa Nakhaei, PhD | Lead Project Engineer

Dr. Mostafa serves as a project manager and R&D engineer at IMS. His professional journey revolves around pavement engineering, spanning roadway construction, pavement management, structural design, laboratory testing, and FWD testing. Equipped with a dual degree in Data Science, he has crafted various computer programs like "MASTIC" and "Back-MASTIC" for layered elastic analysis and pavement modulus back calculation. Notably, Mostafa led the development of the ISA software package at IMS, employing deep learning for structural data analysis. He brings hands-on experience in implementing pavement management systems for U.S. municipal agencies and is well-versed in a range of pavement and asset management software tools, including AgileAssets, Paver, StreetSaver, Lucity, and Cartegraph.

City of North Port, Florida Pavement Management Services – Project Engineer & QC Reviewer IMS has been collaborating with North Port, Florida on six different network level pavement and asset management projects since 2005. Mostafa supported the team as the project engineer and QC reviewer for pavement condition data collected during an automated ASTM D6433 PCI survey for 814 centerline miles of city-managed roads, as well as a structural evaluation of 100 miles of arterials and collectors within the city. The captured imagery was also used to conduct a sidewalk inventory and assess its condition. The project also involved importing the data to the relevant pavement and sidewalk modules in the City's Lucity asset management program, conducting a budget analysis, and providing the City with a 5-year M&R plan that considers the condition of both the roadways and the adjacent sidewalks.

City of Euless, Texas Pavement Management Services - Project Engineer

In 2022, Mostafa managed the implementation of a pavement management system for the City of Euless' roadways. The project involved conducting an automated ASTM D6433 PCI survey of 184 test miles of the city's roadways and collecting IRI ride quality data as well as rutting data for each roadway. Structural testing was also conducted on the arterials and collectors, totaling 81 miles, using a FastFWD system to assess the network's structural integrity. The project utilized ESA for pavement management. In collaboration with the city team, Mostafa developed a 5-year pavement preservation and M&R plan. He also provided ESA training to city staff to ensure the effective use of the software and data. Overall, Mostafa's efforts helped the city to better understand the condition of its roadways, identify critical areas for maintenance and repair, and develop plans to effectively manage their road network.

City of Dallas, Texas Pavement Management Services – Project Engineer & QC Reviewer Mostafa provided project controls support to the project manager and acted as QC reviewer on the project. IMS was awarded the City of Dallas' TxShare pavement condition survey, sidewalk inventory, and select project-level GPR testing project in 2022. IMS deployed a fleet of five LCMS-2-equipped IrisPRO Pave vehicles to complete the ASTM D6433 PCI survey of approximately 6,000 test miles of city-managed arterial, collector, and local roadways in just three months to stay on track of the city's aggressive schedule.



City of Deerfield Beach, Florida Pavement Management Services - Project Manager

Mostafa oversaw a comprehensive pavement management project for the City of Deerfield Beach in 2021 and 2022. The automated ASTM D6433 pavement condition survey of approximately 136 miles of city's roadways included IRI data collection. He worked closely with city staff throughout the project to review and confirm the project goals, objectives, scope of work, and schedule. IMS'S ESA spreadsheet tool was used to optimize available rehabilitation strategies for the city.

City of Long Beach, California Pavement Management Services – QA & Project EngineerMostafa provided project administration support to the project manager and acted as QC reviewer

on the project. IMS completed the city's pavement management program update in 2013, again in 2017, and has continued to provide pavement and asset management services over the last decade. The original pavement condition survey covered more than 900 test miles and included HD imagery and deflection testing on the arterial roadways.

City of Riverside, California Pavement Management Services - Project Engineer

In 2022, Mostafa supported the automated pavement condition assessment using the LCMS-2 RST on one quarter of the City of Riverside's 875 centerline miles of roadway to supplement the pavement network survey completed in 2017. A network-level structural assessment was also conducted on around 100 test miles using a Fast-Falling Weight Deflectometer. The pavement management plan and budgets were developed using the City's rehabilitation strategies, unit rates, and priorities in Lucity.

City of Manhattan, Kansas Pavement Management Services - Project Manager

In 2021 and 2022, Mostafa managed the implementation of a pavement management system and the automated ASTM D6433 PCI survey of 71 miles of the city's roadways. IRI ride quality data as well as rutting data were also collected for each roadway. Structural testing was conducted on the arterials and collectors using a Dynaflect system to assess the structural integrity of the structure. This project used PAVER for pavement management. In collaboration with the city team, Mostafa developed a 5-year pavement preservation and M&R plan.

City of Seattle DOT, Washington Pavement Management Services - Project Engineer

Provided project administration support to the project manager and acted as QC reviewer on the project. IMS conducted a pavement condition survey of the arterial street system with a total area of approximately 1,547 12-foot lane-miles. IMS performed pavement data collection using RSTs equipped with LCMS-2 technology and analyzed the data as a major subcontractor to a larger team. PCI ratings were completed in StreetSaver. Approximately one third of the pavements throughout the city were concrete surfacing and the remainder were asphalt concrete or composite roadways.



Geoff Dew | QA Manager

Geoff is an accomplished data analysis manager with 18 years of experience in pavement and asset data collection and processing. He manages the data processing team and associated tasks, from verifying incoming data streams to overseeing each step of the data processing efforts. His experience includes 500,000 miles of data processing for 12 DOTs, including delivering more than 3.5 million unique assets across 70 different asset types. Geoff actively develops project-specific manuals, trains staff, manages project quality control measures, and thoroughly prepares data for post-processing. In addition, he has meticulously designed and implemented SOPs and DQMPs on both the department and project levels.

In addition to the larger projects detailed below, Geoff has recently worked on the following municipal projects: Greenville County, SC; Spartanburg County, SC; Camden, SC; Greer, SC; Fayetteville, AR; Lakeland, FL; Garland, TX; and many others.

Arizona Department of Transportation (ADOT) Network Data Collection & Processing – Project Manager

Geoff is overseeing the performance of a pavement condition survey and sign/striping inventory of nearly 15,000 miles of interstate, state, US routes, and HPMS sections in Arizona. Work includes the collection, processing, and validation of the geospatial roadway data-items identified in the FHWA's HPMS, Model Inventory of Roadway Elements (MIRE), and other ADOT roadway inventory items.

Delaware Department of Transportation (DelDOT) Pavement Condition Data Collection – GIS & Data Processing Manager

In this ongoing project, Geoff serves as GIS and data processing manager for pavement condition data collection of approximately 5,987 miles of roadway for the State of Delaware. IMS's project responsibilities include data collection of all state and suburban miles biennially. As a subcontractor to Kimley Horn, IMS is responsible for collecting pavement data and processing distress data in accordance with Delaware's Pavement Management Distress Dictionary and Data Quality Management Plan, along with HPMS data and video log images. Geoff manages all aspects of the data processing, including validating incoming data streams and ensuring workflows meet projected schedules.

Wyoming Department of Transportation (WYDOT) Network Pavement Data Collection & Processing – Project Manager

In this ongoing project, Geoff serves as GIS and data processing manager for pavement condition data collection for approximately 10,535 lane miles across the State of Wyoming. Data included road roughness (IRI), rutting, faulting, texture, digital images, position, orientation, and geometrics using GPS and DMI. Our IrisPRO Pave collected this data from interstate, non-interstate NHS, non-NHS, and county roads. Statewide imaging was provided with our Inform web-based viewer, which was loaded with the current cycle as well as the previous five years of historical imagery and condition data for WYDOT's use.



City of Dallas, Texas Pavement Condition Survey - GIS & Data Processing Manager

Geoff was responsible for verification of the data stream, projected schedules, and overall quality of the data for this project. IMS was awarded the City of Dallas' TxShare pavement condition survey, sidewalk inventory, and select project-level GPR testing project in November 2022 with planned completion in October 2023. IMS deployed a fleet of five LCMS-2-equipped IrisPRO Pave data collection vehicles to complete the ASTM D6433 PCI survey of approximately 6,000 test miles of city-managed arterial, collector, and local roadways in just three months to stay on track of the city's aggressive schedule. The sidewalk and ADA ramp inventory included five days of GPR testing along a select path within the broader project area.

City of Fort Worth, Texas Pavement Condition Survey - GIS & Data Processing Manager

Geoff oversaw the data analysis team, managed the QA portion of data analysis, and ensured that data collected and delivered met all project requirements. He worked closely with the QA manager. IMS conducted an ASTM D6433 pavement condition survey of 4,250 miles of city-managed arterial, collector, and local roadways as well as bus lanes. In addition, IMS performed a ROW asset inventory that included signs, sign supports, streetlights, signals, curb and gutter, pavement markings, speed bumps/cushions as part of this \$2.5 million project which began in 2021. Additional work authorized through a city-initiated change order is ongoing and planned for completion in February 2024. It includes a comprehensive lidar-based sidewalk and ADA ramp compliance assessment of approximately 2,556 miles of sidewalk.

City of Tampa, Florida Pavement Management - GIS & Data Processing Manager

Geoff managed the data processing project team and tasks for the city including data stream verification, data workflow management, and percent completeness ensuring data schedules are on track. He compiled processed data into the required deliverable formats. To support the city's initiatives for enhanced deterioration modeling, budget analysis, and M&R activities planning, IMS conducted an automated pavement condition survey of 1,500 lane miles using an LCMS-2-equipped IrisPRO Pave data collection vehicle in compliance with ASTM D-6433. IMS processed data for review and formatted for upload to the city's PAVER PMS and GIS application. ROW images, captured by the Ladybug 5+ 360° camera, were taken at 25-foot intervals with a forward, left, and right perspective, referenced to both pavement section and GPS location.



"IMS has accomplished something that ADOT has never done in the 50+ years we have collected photolog imagery. You can now view imagery on Inform that was potentially collected less than two weeks ago. This quick access helps our maintenance units and engineers get the most recent data necessary for road repairs and evaluate conditions for larger pavement preservation projects. ADOT used to deliver a product that would be 3 to 9 months old when published. Now we have imagery that may have been collected 10 days ago! Well done, IMS! I can't wait to see what you do next. I have personally come to trust that IMS is acting in ADOT's best interests in the work they do, and it is my pleasure to give them my highest recommendation." – Robert Bush, ADOT



THE HIGH COST OF LOW TECH SEPARATING FACT FROM FICTION



Pavement management is about making smart, informed investments, not just maintaining roads. The market is currently flooded with low-tech solutions that might seem economical at first glance but can lead to costly mistakes and inefficiencies. Our team offers high-tech solutions that often match or even beat the prices of these low-tech alternatives. By choosing IMS, you invest in precision and efficiency, which save you money in the long run and significantly enhance the longevity and usability of your roadways, all without stretching your budget.







High-tech for high impact: our \$50,000 Teledyne FLIR Ladybug cameras offer precision in every pixel - at prices similar to low-tech options



THE HIGH COST OF LOW TECH SEPARATING FACT FROM FICTION

What does IRI tell us about road conditions?

The International Roughness Index (IRI) is a crucial measure of a road's surface roughness and an important predictor of its potential for future deterioration. Roads with higher IRI values, indicating greater roughness, are more likely to deteriorate quickly.

How is IRI measured?

IRI measurements require specialized equipment designed to capture precise road profiles. This equipment is essential for ensuring accurate, reliable data.

Can I use smartphone apps or vehicle-mounted sensors to measure IRI instead of professional equipment?

No. Roughness estimations made using smartphones placed on dashboards or bump sensors attached to vehicle axles do not meet industry standards and lack repeatability. Such methods produce inconsistent data that cannot be reliably compared with other agencies' data or used to track changes over time.

What are the risks of using non-standard measurement methods?

Using non-standard methods means that each set of data can vary significantly depending on the equipment or vendor used, making it impossible to accurately track trends or determine if a road's condition is improving or worsening. This variability can hinder effective road maintenance and planning strategies, leading to potentially increased costs and safety issues over time.

Why can't we use consumer-grade cameras for pavement condition assessments?

Many vendors may opt for consumer-grade cameras, which are significantly less expensive (around \$300). However, these cameras are not tailored for the precise demands of pavement condition assessment and struggle with varying environmental and lighting conditions, resulting in inconsistent and often inaccurate data.

What challenges do normal forward-facing cameras face in pavement assessment?

Standard forward-facing cameras are susceptible to a range of environmental factors such as changing light conditions, shadows, and weather, all of which can severely affect the accuracy of the data collected. This variability can lead to unreliable assessments of pavement conditions.

How does the Laser Crack Measurement System (LCMS-2) enhance pavement condition assessments?

Our deployment of the LCMS-2, an industry-leading technology, ensures unparalleled accuracy in measuring road conditions. This system operates with a self-illuminated laser, capturing road surface details at a 1-millimeter resolution. Unlike other methods, it is impervious to poor lighting or shadows, guaranteeing consistent and precise data every time.



THE HIGH COST OF LOW TECH SEPARATING FACT FROM FICTION

Is the advanced LCMS-2 technology affordable for municipalities?

Despite the LCMS-2 sensor's high retail value of approximately \$300,000, we can offer this state-of-the-art technology at prices that are not only affordable but often more cost-effective than lower-tech solutions. This advantage stems from the economies of scale achieved through our extensive project volume and the large number of miles covered by our fleet annually. By investing in this superior technology, municipalities gain access to highly accurate and consistent data, ensuring better pavement management at competitive, if not lower, costs than those offered by less advanced methods.

Why do you use the Teledyne FLIR Ladybug camera in asset management?

The Ladybug camera is a commercial-grade, high-resolution 360-degree image capture system, valued at approximately \$50,000 USD. This advanced camera complements our core pavement data collection equipment, the LCMS-2, by focusing specifically on right-of-way image capture and asset extraction. The Ladybug camera is meticulously calibrated to ensure that asset inventories extracted from the images are precise and accurate.

How does your asset extraction process compare to other vendors using AI for asset detection?

While many vendors rely on automated or Al-driven asset detection technologies, which can have varying levels of accuracy—sometimes as low as 80%—we prioritize precision and reliability. All right-of-way assets extracted using our systems are thoroughly reviewed by trained technicians. This hands-on approach ensures a higher standard of quality and accuracy. We encourage clients to inquire about the accuracy rate of asset extraction when comparing vendors, as this can significantly impact the reliability of the data used for infrastructure management and planning.

What makes the Every Speed Profiler (ESP) unique in data collection?

Our data collection vehicles are equipped with the patented Every Speed Profiling technology, which is specifically designed to measure roadway roughness (IRI) accurately under any traffic conditions. This technology ensures precise, repeatable measurements at all speeds, including in stop-and-go traffic commonly found in urban settings. This capability is crucial for municipalities that require consistent data regardless of traffic patterns.

Do all vendors measure IRI during their assessments?

No, many vendors do not measure IRI at all. Omitting this measurement can lead to incomplete assessments of road conditions, significantly affecting maintenance and improvement strategies.

How do other vendors' IRI measurements compare?

While some vendors do measure IRI, many rely on methods that only provide accurate readings at high speeds or use rudimentary sensors, such as cell phone accelerometers or axle-mounted bump meters. These methods can offer only a rough estimate of IRI and often lack the precision necessary for effective pavement management.

Why is accurate IRI measurement important for road management?

Accurate IRI measurement is essential for obtaining a comprehensive understanding of the user experience on roads. It helps municipalities select the appropriate degradation curves for pavement management planning, ensuring that roads are maintained effectively to enhance safety and drivability.



THE HIGH COST OF LOW TECH SEPARATING FACT FROM FICTION

What technology do we use to measure rutting?

Our data collection vehicles are equipped with the high-resolution Laser Crack Measurement System (LCMS-2), which captures detailed 4,000-point transverse profiles across the lane of travel. This technology allows us to measure rutting—a critical pavement distress that can indicate structural or material issues.

Why is it important to measure rutting accurately?

Rutting can lead to dangerous driving conditions, especially hydroplaning during rainstorms, if not properly managed. By accurately measuring rut depths to within +/-0.04 inches (+/-1 mm), we can pinpoint the severity of rutting and monitor changes over time. This precision is crucial for developing effective maintenance strategies that enhance road safety and longevity.

How does our rut measurement compare to other vendors?

Many vendors rely on basic cameras that are incapable of measuring or even estimating rut depths, thereby overlooking a vital metric in pavement management. Our use of advanced LCMS-2 technology ensures that we capture comprehensive, accurate data that other systems simply cannot provide, making our assessments far more reliable and actionable for municipalities.

What sets our data apart in terms of detail and accuracy?

The detail, precision, accuracy, and repeatability of our data collection enable users to rely on this information for project-level decisions. This high level of data integrity means that municipalities can plan and execute pavement management strategies with confidence, knowing that the data reflects the true condition of their roads.

How do users access and utilize the data we provide?

Our data is integrated into Inform™, a user-friendly web-based viewing software. Inform™ allows users to gain a high-level overview of overall road conditions and also provides the functionality to drill down into minute details—to the millimeter. This dual capability ensures that users can not only assess the big picture but also focus on specific areas of concern with precision.

Why is it important to ensure actionable data from a data collection vendor?

When selecting a data collection or pavement management vendor, it's crucial to ensure that the data provided is actionable and not just a series of estimates or color-coded maps. While high-level visualizations can offer useful insights, they represent only one aspect of what comprehensive data collection should entail. Make sure that the data you receive enables you to make informed, precise decisions and that it includes detailed metrics necessary for effective pavement management planning.

BEST PRICE, BEST PRACTICE

NO COMPROMISES

Choose technology that saves money in the long run. Invest in high-tech solutions that deliver accurate, repeatable, and cost-effective results.

Remember, with pavement management, the real savings come from **doing it right the first time**.

READY FOR A SECOND OPINION?

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VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

-MEMORANDUM-

DATE: May 13, 2025

TO: Tim Schloneger, Village Manager

Committee of the Whole

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

SUBJECT: Recommendation to Award the Bid for Brittany Hills Subdivision

Rehabilitation to Schroeder Asphalt Services, Inc. and Agreement for Construction Oversight with Christopher B. Burke Engineering, Ltd.

The Brittany Hills Subdivision Rehabilitation project aims to address the distressed and failing roadway within the subdivision that is located south of Longmeadow Parkway, east of Sleepy Hollow Road. The 1.7-mile subdivision was constructed in 1996 and has required several patching operations to the roadway to allow for safe vehicular travel over the last several years. The average Pavement Condition Index (PCI) scores are generally below 30 which indicates base failure in addition to significant pavement distress. Highlighted below is the comprehensive scope of this project:

- Full-depth reclamation (FDR) and new asphalt pavement on the local collectors
- New asphalt surface on the cul-de-sacs
- ADA compliance at sidewalk crossings
- New pedestrian crossing with flashing signage at Sleepy Hollow and Highmeadow
- Curb & gutter, sidewalk, and driveway apron removal and replacement as needed
- Added water valves for improved reliability during future maintenance operations
- Underground utility repairs, replacements, and lining to improve overall street drainage and extend the life of existing underground infrastructure

Upon completion of the design this past winter, the project was advertised for bid in April. Bids were opened on April 22nd, 2025, with five (5) bids received. Schroeder Asphalt Services, Inc. was the low bidder in the amount of \$2,396,112.84, which is below the engineer's estimate of \$2,740,466.05. The Village has sufficient funding from the Street Improvement Fund to cover the cost of the project.

The Village is currently working with Schroeder Asphalt Services (SAS) on Phase 2 of Broadsmore/Stonegate Improvements which is currently being done efficiently and smoothly. SAS also successfully completed previous projects, such as the High Hill Street Improvements project and the Village's annual pavement patching program. Given the track record of SAS's staff recommends the Committee of the Whole take necessary action

to move forward with the award of this project to the Village Board for approval in the amount of \$2,396,112.84 to Schroeder Asphalt, Inc.

To manage this project, staff requested the attached proposal from CBBEL to perform construction oversight. CBBEL has successfully completed oversight of similar projects including High Hill Subdivision Improvements in 2022/23 and Willoughby Farms Subdivision Section 1 on 2024. This project will require an experienced professional with excellent communication skills. Staff is confident that CBBEL will deliver a quality product for the Village on this project.

The submitted proposal is a fee in the amount of \$272,056.00, which is just under 10% of the construction estimate. The amount proposed is above the budgeted amount for the following reasons:

- Added improvements to the project scope after budget submittal.
- Increased hourly rate: CBBEL's rate increased ~15% after no increases occurred over the last two years.
- Added hours for spring 2026 inspection and maintenance of landscaped areas before closing the project and prior to the one year warranty period.

Available funds from the construction oversight of Broadsmore/Stonegate Phase 2 and Phase 1 design of Sandbloom in the Street Fund will be used to cover the overage.

Summary

- 1. The recommended low bidder was Schroeder Asphalt Services, Inc., which has a good track record of completing projects successfully in the Village.
- 2. Construction oversight is being proposed by CBBEL who completed the design of this project and has previously provided excellent oversight and communication.
- 3. With internal transfers from unused funds in the Street Fund, sufficient funds are available to cover both the construction and construction oversight for this project.

Staff recommends that the Committee of the Whole take the necessary action to award the bid of this project to Schroeder Asphalt Services, Inc. in the amount of \$2,396,112.84 for construction and move forward with the proposal with Christopher B. Burke Engineering, Ltd. in the amount of \$272,056.00 to the Village Board for approval.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 29, 2025

Village of Algonquin 110 Mitchard Way Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Brittany Hills Subdivision Improvements

(CBBEL Project No. 070273.00191)

Dear Mr. Ganek,

On Tuesday, April 22nd, at 10:00 a.m., bids were received and opened for the subject project. Five (5) bids were received, and they have been summarized below.

<u>COMPANY</u>	BID (AS READ)
ENGINEER'S ESTIMATE	\$2,740,466.05
A LAMP CONCRETE CONTRACTORS, INC.	\$2,708,919.81
BROTHERS ASPHALT PAVING, INC.	\$2,532,886.27
BUILDERS PAVING, INC.	\$2,481,380.00
D'LAND CONSTRUCTION, LLC.	\$2,542,071.39
SCHROEDER ASPHALT SERVICES INC.	\$2,396,112.84

^{*}Calculated bid differs from the as-read or reported bid amount

Schroeder Asphalt Services, Inc. is the low bidder, in the amount of \$2,396,112.84. Schroeder Asphalt Services, Inc. has performed satisfactory work for the Village in the past, currently on the Broadsmore Drive and Stonegate Road Phase 2 Improvements project, and have provided references with positive reviews on multiple projects in similar size and scope.

Upon detailed review of the bids, CBBEL believes Schroeder Asphalt Services' bid to be in order. Therefore, our office recommends accepting Schroeder Asphalt Service, Inc's bid in the amount of \$2,396,112.84.

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

Sincerely,

David J. Kleinwachter, P.E., CPESC, CFM Project Manager, Civil Engineering Design

cc: Orion Galey – CBBEL (letter only)
Kevin Wilson – CBBEL (letter only)

 $N: Algonquin \\ 1070273 \\ 1070273.00191 \\ Admin \\ bid\ tabulation \\ L1_Brittany \\ Hills_042525. \\ doc$

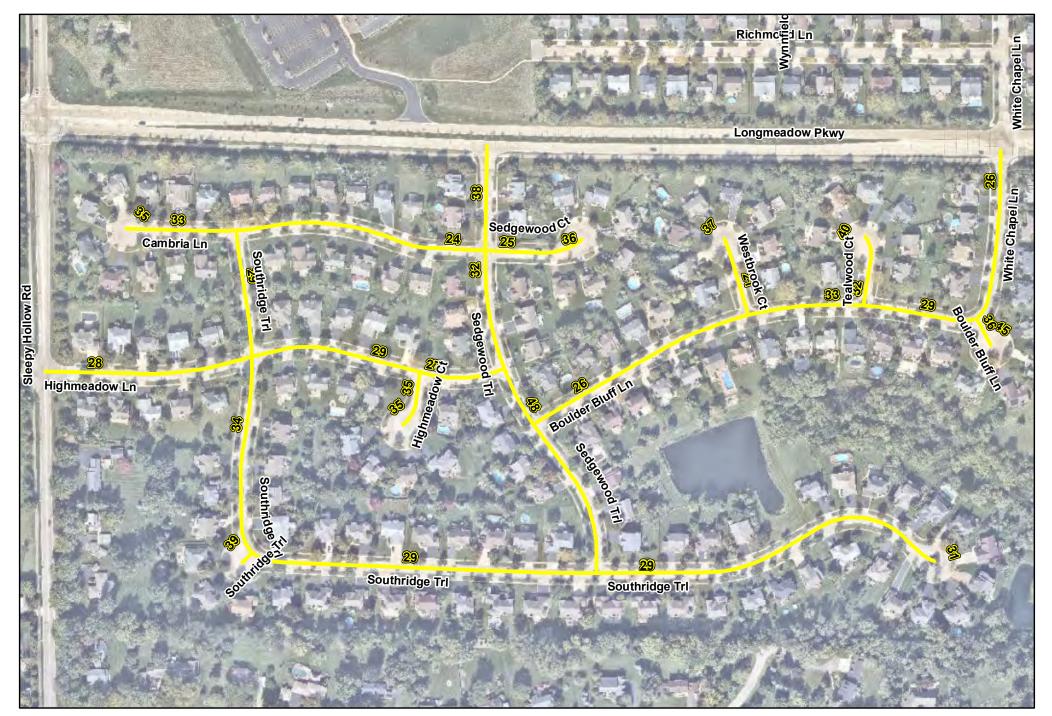
Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (CBBEL Project Number: 070273.00191)

VILLAGE OF ALGONOUIN BRITTANY HILLS SUBDIVISION IMPROVEMENTS

BID TABULATION Date: April 29, 2025 UNIT COST COST 39.00 \$ 2.301 L 200.00 175.00 \$ 1.200.00 175.00 \$ 700.00 225.00 \$ 450.00 44.00 \$ 3.080 \$ 15.00 \$ SCHROEDER ASPHALT SERVICES. ENGINEER'S ESTIMATE BUILDERS PAVING LLC BROTHERS ASPHALT PAVING, INC. D'LAND CONSTRUCTION, LLC. UNIT QUANTITY
UNIT 59
EACH 6
EACH 4
EACH 2 32.50 \$ 270.00 \$ 141.00 \$ 325.00 \$ 25.00 \$ 110.00 \$ 50.00 \$ 100.00 \$ 32.10 \$
214.00 \$
139.10 \$
321.00 \$ 1,284.00 \$ 556.40 \$ 642.00 \$ 82.50 \$ 275.00 \$ 550.00 \$ 150.00 900.00 \$ 1.620.00 660.00 495.00 20101200 I IREE ROOT PRONING
 20101300 TREE PRUNING (1 TO 10 INCH DIAMETER)
 20101350 TREE PRUNING (OVER 10 INCH DIAMETER)
 20200100 EARTH EXCAVATION CU YD
CU YD
CU YD
SQ YD
FOOT 3,500.00 20.00 \$ 3,150.00 3,150.00 50.00 \$ 3,745.00 1,400.00 50.00 \$
20.00 \$
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73.00 \$ 44.00 \$
15.00 \$
97.50 \$
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209.00 \$
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0.01 \$
74.45 \$ 23,695.00 1,020.00 4,576.00 13,540.00 2,400.00 2,288.00 7,500.00 70.00 \$
60.00 \$
2.00 \$
69.55 \$ 10.00 \$ 95.00 \$ 1.00 \$ 10.00 \$ 6,770.00 1,140.00 2,288.00 3,000.00 35.00 60.00 2288 1.50 \$ 70.00 \$ 21,000.00 7,130.00 124,250.50 37,235.0 16,500.00 20,865.00 7,500.00 FOOT 300 \$
EACH 62 \$
TON 551 \$
CUYD 677 \$
FOUND 17069 \$
TON 2562 \$
TON 2566 \$
TON 2906 \$
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SO TO 1430 \$
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SO FT 28690 \$
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SO FT 28690 \$
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SO YD 6087 \$
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SO YD 20326 \$
\$ 12,400.00 \$ 118,465.00 \$ 27,080.00 \$ 12,090.00 115,159.00 20,310.00 170.69 187,026.00 267.50 \$ 16,585.00 \$ 223.63 \$ 123,220.13 \$ 45.00 \$ 30,465.00 110.00 \$
236.50 \$
10.00 \$
0.01 \$
81.90 \$ 6,820.00 130,311.50 6,770.00 930.00 115,159.00 10,155.00 12,801.75 S 225,456.00 S 0.01 \$ 79.50 \$ 170.69 1.50 \$ 25,603.50 84.00 \$ 215,208.00 170.69 190,740.90 170.69 209,827.80 | 73.00 | \$ 187,026.00 | \$ | 187,026.00 | \$ | 100.00 | \$ | 25,600.00 | \$ | 77.00 | \$ | 223,762.00 | \$ | 75.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.00 | \$ | 107,250.0 * 46603980 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NS0
* 46604090 POLYMER(ED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, NS0
* 46604080 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D', NS0
* 44200200 PORTLAND CEMENT CONCRETE DRIVEWAY PAYEMENT, 6 NCH (SPECIAL)
* 42400200 PORTLAND CEMENT CONCRETE DRIVEWAY PAYEMENT, 6 NCH (SPECIAL) 74.45 \$ 190,740.90 131.15 \$ 33.574.40 85.90 \$ 249,625.40 92.50 \$ 132,275.00 9.30 \$ 266,817.00 3.00 \$ 8,160.00 3.32 \$ 3,997.28 3.32 \$ 20,208.84 3.20 \$ 65,043.20 35,840.00 \$ 270,258.00 \$ 143,000.00 \$ 110.00 \$ 82.70 \$ 85.60 \$ 28,160.00 240,326.20 122,408.00 120.00 \$ 30,720.00 \$ 93.00 \$ 270,258.00 \$ 80.25 \$ 114,757.50 \$ 10.17 \$ 291,777.30 \$ 144.25 \$ 36,928.00 94.50 \$ 274,617.00 80.00 \$ 114,400.00 140.00 9.00 \$ 258,210.00 \$ 30.00 \$ 8,160.00 \$ 3.65 \$ 4,394.60 \$ 3.65 \$ 22,217.55 \$ 301,245.00 \$ 10,880.00 \$ 4,816.00 \$ 27,391.50 \$ 8.50 \$ 243,865.00 \$ 32.00 \$ 8,704.00 \$ 2.408.00 \$ 2.00 \$ 12,174.00 \$ 10.50 \$ * 42400800 DETECTABLE WARNINGS
* 44000155 HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2*
* 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2* 29.96 \$ 8,149.12 \$
3.50 \$ 4,214.00 \$
3.50 \$ 21,304.50 \$

		HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	6087	\$ 4.50	\$ 27,391.50 \$	2.00 \$	12,174.00	\$ 3.75		\$ 3.50 \$	21,304.50	\$ 3.65 \$	22,217.55	\$ 3.32	
*		HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	20326	\$ 4.80	\$ 97,564.80 \$	3.50 \$	71,141.00	\$ 4.75		\$ 3.50 \$	71,141.00	\$ 3.50 \$	71,141.00	\$ 3.20	
		DRIVEWAY PAVEMENT REMOVAL	SQ YD	TOLL	\$ 20.00	\$ 36,440.00 \$	14.50 \$	26,419.00	\$ 21.55		\$ 12.84 \$	23,394.48	\$ 13.00 \$	23,686.00	\$ 15.00	
		COMBINATION CURB AND GUTTER REMOVAL	FOOT	6820	\$ 9.00	\$ 61,380.00 \$	5.50 \$	37,510.00	\$ 5.00		\$ 5.35 \$	36,487.00	\$ 7.00 \$	47,740.00	6.00	
		SIDEWALK REMOVAL	SQ FT	27928	\$ 2.25	\$ 62,838.00 \$	1.40 \$	39,099.20	\$ 1.00		\$ 1.07 \$	29,882.96	\$ 1.35 \$	37,702.80	\$ 1.55	
	50200100	STRUCTURE EXCAVATION	CU YD	39	\$ 100.00	\$ 3,900.00 \$	80.00 \$	3,120.00	\$ 170.00	\$ 6,630.00	\$ 100.00 \$	3,900.00	\$ 55.00 \$	2,145.00	\$ 65.00	\$ 2,535.00
*	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	232	\$ 70.00	\$ 16,240.00 \$	60.00 \$	13,920.00	\$ 55.00	\$ 12,760.00	\$ 86.70 \$	20,114.40	\$ 82.50 \$	19,140.00	\$ 55.00	\$ 12,760.00
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	39	\$ 120.00	\$ 4,680.00 \$	146.75 \$	5,723.25	\$ 145.00	\$ 5,655.00	\$ 146.00 \$	5,694.00	\$ 96.00 \$	3,744.00	\$ 145.00	\$ 5,655.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	70	\$ 125.00	\$ 8,750.00 \$	150.00 \$	10,500.00	\$ 155.00	\$ 10,850.00	\$ 148.20 \$	10,374.00	\$ 105.00 \$	7,350.00	\$ 155.00	\$ 10,850.00
		STORM SEWERS, CLASS A. TYPE 2 15"	FOOT	26	\$ 140.00	\$ 3.640.00 \$	200.90 \$	5.223.40	\$ 160.00		\$ 199.00 \$	5.174.00	\$ 146.00 \$	3,796,00	160.00	
		STORM SEWER REMOVAL 12"	FOOT	109	\$ 14.00	\$ 1,526.00 \$	32.50 \$	3,542.50	\$ 25.00	. ,	\$ 32.05 \$	3,493.45	\$ 12.00 \$	1,308.00	\$ 25.00	
	55100300	STORM SEWER REMOVAL 15"	FOOT	26	\$ 18.00	\$ 468.00 \$	38.00 \$	988.00	\$ 25.00	\$ 650.00	\$ 37.18 \$	966.68	\$ 15.00 \$	390.00	\$ 25.00	
-																
		STORM SEWER REMOVAL 18"	FOOT	96	\$ 23.00	\$ 2,208.00 \$	40.50 \$	3,888.00	\$ 25.00		\$ 50.30 \$	4,828.80	\$ 18.00 \$	1,728.00	\$ 25.00	
*		DUCTILE IRON WATER MAIN 8"	FOOT	24	\$ 130.00	\$ 3,120.00 \$	324.00 \$	7,776.00	\$ 345.00		\$ 321.00 \$	7,704.00	\$ 268.00 \$	6,432.00	\$ 345.00	
*		DUCTILE IRON WATER MAIN 10"	FOOT	24	\$ 150.00	\$ 3,600.00 \$	395.00 \$	9,480.00	\$ 365.00		\$ 390.55 \$	9,373.20	\$ 317.00 \$	7,608.00	\$ 365.00	
*	56105000	WATER VALVES, 8"	EACH	1	\$ 4,000.00	\$ 4,000.00 \$	7,345.00 \$	7,345.00	\$ 7,500.00	\$ 7,500.00	\$ 7,276.00 \$	7,276.00	\$ 4,342.00 \$	4,342.00	\$ 7,500.00	\$ 7,500.00
*	56105100	WATER VALVES, 10"	EACH	1	\$ 5,500.00	\$ 5,500.00 \$	8,320.00 \$	8,320.00	\$ 8,500.00	\$ 8,500.00	\$ 8,239.00 \$	8,239.00	\$ 5,730.00 \$	5,730.00	\$ 8,500.00	\$ 8,500.00
	60108206	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	390	\$ 35.00	\$ 13,650.00 \$	40.00 \$	15,600.00	\$ 55.00	\$ 21,450.00	\$ 39.03 \$	15,221.70	\$ 48.00 \$	18,720.00	\$ 55.00	\$ 21,450.00
*	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	57	\$ 47.00	\$ 2,679.00 \$	33.00 \$	1,881.00	\$ 30.00		\$ 32.10 \$	1,829.70	\$ 40.00 \$	2,280.00	\$ 54.00	
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	120	\$ 125.00	\$ 15,000.00 \$	1.00 \$	120.00	\$ 125.00	\$ 15,000.00	\$ 150.00 \$	18,000.00	\$ 90.00 \$	10,800.00	\$ 75.00	
*		SOIL DISPOSAL ANALYSIS	EACH	4	\$ 1,200.00	\$ 4,800.00 \$	1,450.00 \$	5,800.00	\$ 1,000.00		\$ 1,400.00 \$	5,600.00	\$ 1,100.00 \$	4,400.00	\$ 1,000.00	
*		REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	I SUM	1	\$ 1,500.00	\$ 1,500.00 \$	3.700.00 \$	3.700.00	\$ 3,400,00		\$ 4,815.00 \$	4 815 00	\$ 3,740,00 \$	3 740 00	3 400 00	
-	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM		\$ 1,500.00	\$ 1,500.00 \$	550.00 \$	550.00	\$ 500.00	,	\$ 963.00 \$	963.00	\$ 550.00 \$	550.00	\$ 500.00	\$ 5,400.00
-				1												
		REGULATED SUBSTANCES MONITORING	CAL DA	10	\$ 500.00	\$ 5,000.00 \$	800.00 \$	8,000.00	\$ 210.00		\$ 1,060.00 \$	10,600.00	\$ 770.00 \$	7,700.00	\$ 700.00	
		MOBILIZATION	L SUM	1	\$ 85,000.00	\$ 85,000.00 \$	41,500.00 \$	41,500.00	\$ 128,212.46		\$ 25,000.00 \$	25,000.00	\$ 144,000.00 \$	144,000.00	162,500.00	
		SIGN PANEL - TYPE 1	SQ FT	22	\$ 35.00	\$ 770.00 \$	37.50 \$	825.00	\$ 20.00		\$ 21.40 \$	470.80	\$ 40.00 \$	880.00	\$ 35.00	
		REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	2	\$ 250.00	\$ 500.00 \$	375.00 \$	750.00	\$ 292.00	\$ 584.00	\$ 312.44 \$	624.88	\$ 460.00 \$	920.00	\$ 150.00	
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	30	\$ 22.00	\$ 660.00 \$	20.00 \$	600.00	\$ 15.50	\$ 465.00	\$ 16.59 \$	497.70	\$ 20.00 \$	600.00	\$ 35.00	
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	244	\$ 4.50	\$ 1,098.00 \$	16.60 \$	4,050.40	\$ 12.00	\$ 2,928.00	\$ 12.84 \$	3,132.96	\$ 13.00 \$	3,172.00	\$ 15.20	\$ 3,708.80
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	26	\$ 8.50 \$	\$ 221.00 \$	33.25 \$	864.50	\$ 25.00	\$ 650.00	\$ 26.75 \$	695.50	\$ 27.50 \$	715.00	\$ 30.20	
		THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	26	\$ 16.00	\$ 416.00 \$	58.00 \$	1,508.00	\$ 40.00		\$ 42.80 \$	1,112.80	\$ 44.00 \$	1,144.00	55.05	
		GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	244	\$ 1.50	\$ 366.00 \$	6.40 \$	1,561.60	\$ 3.00		\$ 3.21 \$	783.24	\$ 3.30 \$	805.20	5.80	
1		GROOVING FOR RECESSED PAVEMENT MARKING /	FOOT		\$ 3.00	\$ 78.00 \$	13.20 \$	343.20	\$ 5.00		\$ 5.35 \$	139.10	\$ 5.50 \$	143.00	\$ 11.90	
+		GROOVING FOR RECESSED PAVEMENT MARKING 13" GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	26	\$ 3.00 \$	\$ 78.00 \$ \$ 104.00 \$	13.20 \$ 25.00 \$	343.20 650.00	\$ 5.00 \$ 9.00		\$ 5.35 \$ \$ 9.63 \$	139.10 250.38	\$ 5.50 \$ \$ 10.00 \$	260.00	\$ 11.90 \$ 22.05	
—				26												
1		TREE, LIRIODENDRON TULIPIFERA (TULIP TREE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	59	\$ 500.00	\$ 29,500.00 \$	600.00 \$	35,400.00	\$ 550.00		\$ 735.63 \$	43,402.17	\$ 715.00 \$	42,185.00	550.00	
*		BIKE PATH REMOVAL	SQ YD	13	\$ 15.00	\$ 195.00 \$	10.00 \$	130.00	\$ 10.00		\$ 10.70 \$	139.10	\$ 45.00 \$	585.00	\$ 39.50	
*	X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	86	\$ 45.00	\$ 3,870.00 \$	70.00 \$	6,020.00	\$ 55.00	\$ 4,730.00	\$ 69.00 \$	5,934.00	\$ 40.00 \$	3,440.00	\$ 55.00	\$ 4,730.00
*	X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	150	\$ 45.00	\$ 6,750.00 \$	200.00 \$	30,000.00	\$ 50.00	\$ 7,500.00	\$ 102.00 \$	15,300.00	\$ 15.00 \$	2,250.00	\$ 80.00	\$ 12,000.00
*	X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	45	\$ 225.00	\$ 10,125.00 \$	10.00 \$	450.00	\$ 1.00	\$ 45.00	\$ 1.07 \$	48.15	\$ 100.00 \$	4,500.00	\$ 100.00	\$ 4,500.00
*	X5610708	WATER MAIN REMOVAL, 8"	FOOT	24	\$ 20.00	\$ 480.00 \$	70.50 \$	1,692.00	\$ 25.00	\$ 600.00	\$ 69.55 \$	1,669.20	\$ 15.00 \$	360.00	\$ 25.00	\$ 600.00
*	X5610710	WATER MAIN REMOVAL, 10"	FOOT	24	\$ 24.00	\$ 576.00 \$	70.50 \$	1,692.00	\$ 25.00	\$ 600.00	\$ 69.55 \$	1,669.20	\$ 20.00 \$	480.00	\$ 25.00	\$ 600.00
*	X5610748	WATER MAIN LINE STOP 8"	EACH	1	\$ 9,500.00	\$ 9,500.00 \$	11,340.00 \$	11,340.00	\$ 8,950.00	\$ 8,950.00	\$ 11,235.00 \$	11,235.00	\$ 11,065.00 \$	11,065.00	\$ 8,950.00	
*		WATER MAIN LINE STOP 10"	FACH	1	\$ 12,000.00	\$ 12,000.00 \$	19,980.00 \$	19 980 00	\$ 9,750.00		\$ 19,795.00 \$	19,795.00	\$ 12,450.00 \$	12,450.00	9,750.00	
*		TRAFFIC CONTROL AND PROTECTION. (SPECIAL)	L SUM	1	\$ 30,000.00	\$ 30.000.00 \$	18.500.00 \$	18.500.00	\$ 60,000,00		\$ 14.964.00 \$	14.964.00	\$ 35,000.00 \$	35.000.00	185.000.00	
		BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	200	\$ 45.00	\$ 9,000,000 \$	16.50 \$	3 300 00	\$ 15.00		\$ 21.40 \$	4 280 00	\$ 33.00 \$	6 600 00	\$ 15.00	
_		HOT-MIX ASPHALT DRIVEWAY PAVEMENT. 4"	SQ YD	200	\$ 70.00	\$ 28.700.00 \$	38.00 \$	15.580.00	\$ 59.00	,	\$ 21.40 \$	18.450.00	\$ 54.00 \$	22.140.00	\$ 49.00	,
				410												
		HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	19	\$ 108.00	\$ 2,052.00 \$	60.00 \$	1,140.00	\$ 59.00		\$ 80.00 \$	1,520.00	\$ 100.50 \$	1,909.50	\$ 91.40	
*		CONSTRUCTION LAYOUT	L SUM	1	\$ 14,000.00	\$ 14,000.00 \$	9,500.00 \$	9,500.00	\$ 8,500.00	\$ 8,500.00	\$ 11,502.00 \$	11,502.00	\$ 9,350.00 \$	9,350.00	8,500.00	
*	Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	96	\$ 200.00	\$ 19,200.00 \$	190.00 \$	18,240.00	\$ 275.00		\$ 187.25 \$	17,976.00	\$ 159.00 \$	15,264.00	\$ 275.00	
*	Z1	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1525	\$ 35.00	\$ 53,375.00 \$	40.00 \$	61,000.00	\$ 15.00		\$ 50.00 \$	76,250.00	\$ 51.35 \$	78,308.75	\$ 15.00	
*	Z2	COMBINATION CURB AND GUTTER, TYPE B-6.12 (VARIABLE HEIGHT CURB)	FOOT	15	\$ 50.00	\$ 750.00 \$	34.00 \$	510.00	\$ 30.00	\$ 450.00	\$ 32.10 \$	481.50	\$ 45.00 \$	675.00	\$ 82.00	\$ 1,230.00
*	Z3	COMBINATION CURB AND GUTTER, TYPE M-6.12 (SPECIAL)	FOOT	6748	\$ 40.00	\$ 269,920.00 \$	34.00 \$	229,432.00	\$ 31.25	\$ 210,875.00	\$ 32.10 \$	216,610.80	\$ 33.00 \$	222,684.00	\$ 36.00	\$ 242,928.00
*	Z4	CONSTRUCTION ENTRANCE	SQ YD	230	\$ 25.00	\$ 5,750.00 \$	15.00 \$	3,450.00	\$ 5.00	\$ 1,150.00	\$ 40.00 \$	9,200.00	\$ 10.00 \$	2,300.00	\$ 10.00	\$ 2,300.00
*	Z5	CURB BOX REPLACEMENT	EACH	2	\$ 1,300,00	\$ 2,600.00 \$	1,635.00 \$	3,270.00	\$ 2,500.00	\$ 5,000.00	\$ 1,605.00 \$	3,210.00	\$ 500.00 \$	1,000.00	\$ 2,500.00	\$ 5,000.00
*	Z6	CURED-IN-PLACE PIPE LINER, 12"	FOOT	100	\$ 80.00	\$ 8,000.00 \$	120.45 \$	12,045.00	\$ 145.00	\$ 14.500.00	\$ 118.25 \$	11,825.00	\$ 110.50 \$	11,050.00	\$ 110.50	\$ 11,050.00
*	Z7	CURED-IN-PLACE PIPE LINER, 18"	FOOT	179	\$ 90.00	\$ 16,110.00 \$	146.10 \$	26,151.90	\$ 174.00		\$ 143.40 \$	25,668.60	\$ 134.00 \$	23,986.00	\$ 134.00	
*	Z8	CURED-IN-PLACE PIPE LINER, 24"	FOOT	100	\$ 100.00	\$ 10.000.00 \$	294.30 \$	29.430.00	\$ 297.00		\$ 288.90 \$	28.890.00	\$ 270.00 \$	27.000.00	270.00	
	Z9	CURED-IN-PLACE PIPE LINER, 36"	FOOT	100	\$ 120.00	\$ 12,000.00 \$	561.35 \$	56,135.00	\$ 395.00		\$ 551.05 \$	55,105.00	\$ 515.00 \$	51.500.00	515.00	
	Z10	FLASHING BEACON, POST MOUNTED, SOLAR INSTALLATION	EACH	2	\$ 14,500.00	\$ 29.000.00 \$	12.050.00 \$	24.100.00	\$ 11.150.00		\$ 11.930.00 \$	23.860.00	\$ 15.000.00 \$	30.000.00	\$ 11.150.00	
*	Z11	FRAMES AND GRATES	EACH	15	\$ 800.00	\$ 12,000.00 \$	920.00 \$	13,800.00	\$ 725.00		\$ 910.00 \$	13,650.00	\$ 600.00 \$	9,000.00	\$ 725.00	
-		FULL-DEPTH RECLAMATION (BASE STABILIZATION), 10"	SQ YD			\$ 12,000.00 \$ \$ 125.880.00 \$	3.30 \$	69,234.00	\$ 725.00 \$ 3.33		\$ 910.00 \$	13,650.00 53,918.60	\$ 5.00 \$	104.900.00	\$ 725.00 \$ 5.00	
-	Z12 Z13	ITEMS AS ORDERED BY THE ENGINEER	DOLLAR	20980	\$ 6.00	\$ 125,880.00 \$ \$ 40,000.00 \$	1.00 \$	40,000.00			\$ 2.57 \$ \$ 1.00 \$	40 000 00	\$ 5.00 \$ \$ 1.00 \$	40,000.00		
	Z13 Z14			40000	\$ 1.00				\$ 1.00			,			1.00	
*		LANDSCAPE REPLACEMENT	SQ YD	68	\$ 60.00	\$ 4,080.00 \$	82.00 \$	5,576.00	\$ 75.00		\$ 107.00 \$	7,276.00	\$ 27.50 \$	1,870.00	75.00	
*	Z15	LANDSCAPE RESTORATION	SQ YD	1588	\$ 15.00	\$ 23,820.00 \$	12.25 \$	19,453.00	\$ 11.25		\$ 13.38 \$	21,247.44	\$ 13.75 \$	21,835.00	11.25	
*	Z16	MAILBOX REMOVAL, SALVAGE, AND REPLACE	EACH	7	\$ 650.00	\$ 4,550.00 \$	250.00 \$	1,750.00	\$ 200.00		\$ 1,000.00 \$	7,000.00	\$ 300.00 \$	2,100.00	\$ 285.00	
*	Z17	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 4,500.00	\$ 4,500.00 \$	1,200.00 \$	1,200.00	\$ 5,000.00	,	\$ 3,204.65 \$	3,204.65	\$ 4,500.00 \$	4,500.00	3,000.00	,
*	Z18	PRIVATE IRRIGATION LINE REPAIR	DOLLAR	5000	\$ 1.00	\$ 5,000.00 \$	1.00 \$	5,000.00	\$ 1.00		\$ 1.00 \$	5,000.00	\$ 1.00 \$	5,000.00	\$ 1.00	
*	Z19	SAW AND SEAL CURB	EACH	254	\$ 30.00	\$ 7,620.00 \$	16.50 \$	4,191.00	\$ 1.00	\$ 254.00	\$ 1.07 \$	271.78	\$ 30.00 \$	7,620.00	\$ 45.00	\$ 11,430.00
*	Z20	SILTATION CONTROL FENCE	FOOT	1000	\$ 4.50	\$ 4,500.00 \$	4.00 \$	4,000.00	\$ 4.00	\$ 4,000.00	\$ 8.83 \$	8,830.00	\$ 3.00 \$	3,000.00	\$ 1.00	\$ 1,000.00
*	Z21	SPECIAL BOLT REPLACEMENT	EACH	13	\$ 1,250.00	\$ 16,250.00 \$	540.00 \$	7,020.00	\$ 825.00		\$ 535.00 \$	6,955.00	\$ 500.00 \$	6,500.00	825.00	
*	Z22	STORM SEWER POINT REPAIR. 12"	FOOT	75	\$ 500.00	\$ 37,500.00 \$	270.00 \$	20,250.00	\$ 825.00		\$ 267.50 \$	20,062.50	\$ 266.00 \$	19,950.00	\$ 825.00	
*	Z23	STORM SEWER POINT REPAIR. 24"	FOOT	20	\$ 650.00	\$ 13,000.00 \$	300.00 \$	6,000.00	\$ 850.00		\$ 294.25 \$	5.885.00	\$ 489.00 \$	9,780.00	850.00	
	724	STORM SEWER POINT REPAIR 36"	FOOT	42	\$ 800.00	s 33,600.00 s	380.00 \$	15 960 00	\$ 875.00		\$ 374.50 \$	15 729 00	\$ 550.00 \$	23 100 00	875.00	. ,
	Z24 Z25	STRUCTURES TO BE ADJUSTED	EACH			\$ 51.850.00 \$	700.00 \$	42.700.00	\$ 975.00 \$ 975.00		\$ 374.50 \$ \$ 695.50 \$	42,425.50	\$ 550.00 \$ \$ 850.00 \$	51.850.00	\$ 975.00	
-		STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	61	\$ 850.00	\$ 51,850.00 \$ \$ 6.750.00 \$	1.350.00 \$	42,700.00 6.750.00	\$ 975.00 \$ 1.500.00		\$ 695.50 \$ \$ 1.337.00 \$	42,425.50 6.685.00	\$ 850.00 \$ \$ 1.200.00 \$	6.000.00	\$ 975.00 \$ 1.500.00	
	Z26			5	\$ 1,350.00		, , , , , , ,	-,	. ,		. ,	.,				
1	Z27	STRUCTURES TO BE REHABILITATED	EACH	14	\$ 2,250.00	\$ 31,500.00 \$	2,000.00 \$	28,000.00	\$ 1,525.00	\$ 21,350.00	\$ 1,980.00 \$	27,720.00	\$ 2,200.00 \$	30,800.00	1,525.00	
*	Z28	STRUCTURES TO BE REMOVED	EACH	2	\$ 700.00	\$ 1,400.00 \$	600.00 \$	1,200.00	\$ 500.00		\$ 590.00 \$	1,180.00	\$ 500.00 \$	1,000.00	\$ 500.00	
*	Z29	TEMPORARY CONSTRUCTION FENCE FOR TREE PROTECTION	EACH	40	\$ 165.00	\$ 6,600.00 \$	170.00 \$	6,800.00	\$ 208.00		\$ 160.50 \$	6,420.00	\$ 100.00 \$	4,000.00	\$ 150.00	
*	Z30	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, 1050Z1	EACH	1	\$ 5,000.00	\$ 5,000.00 \$	4,215.00 \$	4,215.00	\$ 1,975.00	\$ 1,975.00	\$ 4,173.00 \$	4,173.00	\$ 3,078.00 \$	3,078.00	\$ 1,975.00	\$ 1,975.00
*	Z31	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, 1050Z1	EACH	1	\$ 6,500.00	\$ 6,500.00 \$	5,940.00 \$	5,940.00	\$ 2,250.00	\$ 2,250.00	\$ 5,885.00 \$	5,885.00	\$ 3,875.00 \$	3,875.00	\$ 2,250.00	\$ 2,250.00
*	Z32	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)	EACH	4	\$ 5,000.00	\$ 20,000.00 \$	8,380.00 \$	33,520.00	\$ 2,750.00	\$ 11,000.00	\$ 8,303.00 \$	33,212.00	\$ 6,100.00 \$	24,400.00	\$ 2,750.00	\$ 11,000.00
*	Z33	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX (SHORT SIDE), 1"	EACH	1	\$ 3,500.00	\$ 3,500.00 \$	5,508.00 \$	5,508.00	\$ 6,750.00	\$ 6,750.00	\$ 5,457.00 \$	5,457.00	\$ 3,300.00 \$	3,300.00	6,750.00	\$ 6,750.00
					-,	\$ 2,740,466.05	TOTAL= \$	2,396,112.84	TOTAL=	*	TOTAL= \$	2,532,886.27	TOTAL= \$	2,542,071.39	TOTAL=	,
					•	,,		,,		,,		,,		,,		,,
		Indicates discrepancy between the reported bid and the calculated bid price.														
		marcated also spanicy between the reported bid and the calculated bid price.														

BRITTANY HILLS SUBDIVISION 1.7 Miles





The Gem of the Fox River Valley

CONTRACT

BRITTANY HILLS SUBDIVISION IMPROVEMENTS PROJECT

SIGNATURE FORM

This AGREEMENT is made and entered into this 20th day of May, 2025, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Schroeder Asphalt Services, Inc., P.O. Box 831, Huntley, IL 60142 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated March 31, 2025 for the Brittany Hills Subdivision Improvements Project – under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

- 1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$2,396,112.84 (TWO MILLION THREE HUNDRED NINTEY SIX THOUSAND ONE HUNDRED TWELVE DOLLARS AND EIGHTY-FOUR CENTS)
- 2. CONTRACTOR agrees to complete ALL work within/by June 2, 2025 October 10, 2025.
- 3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Brittany Hills Subdivision Improvements Project plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated March 31, 2025.
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, 8th Edition, as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
 - c. All Bidding Documents
- 4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



Village of Algonquin The Gem of the Fox River Valley

CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:	CONTRACTOR:
By: Debby Sosine, Village President	By: (Signature)
	(Print Name)
	(Title)
ATTEST:	ATTEST:
By: Fred Martin, Village Clerk	By: (Company Official)
(SEAL)	(NOTARY)



The Gem of the Fox River Valley

CONTRACT

BRITTANY HILLS SUBDIVISION IMPROVEMENTS PROJECT INSURANCE CERTIFCATE

ATTACH CERFICATE(S) &
ANY REQUIRED ENDORSEMENT(S)



The Gem of the Fox River Valley

CONTRACT

Brittany Hills Subdivision Improvements Projec	Brittany	Hills	Subdivision	Improvements	Projec
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BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that Schroeder Asphalt Services, Inc. P.O. Box 830 Huntley, Illinois 60142

as Principal, hereinafter called the CONTRACTOR, and

as Surety, hereinafter called the SURETY, are held and firmly bound unto the Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of \$2,396,112.84 (TWO MILLION THREE HUNDRED NINTEY SIX THOUSAND ONE HUNDRED TWELVE DOLLARS AND EIGHTY-FOUR CENTS)

that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (May 20, 2025) entered into a contract with the VILLAGE for the project known as for Brittany Hills Subdivision Improvements Project in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may promptly remedy the default, or shall promptly:



The Gem of the Fox River Valley

CONTRACT

- 1. Complete the CONTRACT in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term "balance of the CONTRACT price", as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.
- C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this	day of	,2025, A.D.	
In the Presence of:			
Witness (Print)		Principal (Signature)	
Witness (Signature)		Title	
		Surety (Signature)	
		Surety (Print)	
		Title	

Consulting Engineering **Master Agreement Work Order Form**

I. INCORPORATION OF MASTER AGREEMENT

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

II. PROJECT UNDERSTANDING

The Village of Algonquin is requesting a proposal for Phase III Engineering on the Brittany Hills Subdivision Paving Project. The improvements consist of full depth reclamation and HMA resurfacing on Cambria Lane and Court, Highmeadow Lane and Court, Southridge Trail, Southridge Trail Cul-De-Sac, Sedgewood Trail and Court, Boulder Bluff Lane, White Chappel Lane, White Chapel Lane Cul-De-Sac, Westbrook Court and Tealwood Court, The project also includes spot curb and gutter replacement, sidewalk and driveway aprons replacement, utility rehabilitation, storm sewer lining and storm sewer removal repair and replacement.

It is our understanding that the project was let on April 22, 2025 and construction, including punchlist is expected to take place between June 2025 and October 2025. The construction bid price is \$2,396,112.84

III. SCOPE OF SERVICES

A. Phase III Engineering

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

2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and current Village Engineering Drawings;
- Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request directions from the Village regarding the deviation or substitution.

3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 50 hours per week for a 22-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; review Contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Bi-Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL follows all Village guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;

- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

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

6. Closeout

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

IV. **MAN-HOURS & FEE SUMMARY**

Phase III Engineering A.

Task A.1 Preconstruction	Services		
Engineer IV	80 hrs x \$175/hr	=	\$14,000
Engineer III	20 hrs x \$157/hr	=	\$3,140
Task A.2 Shop Drawing	Review		
Engineer IV	24 hrs x \$175/hr	=	\$4,200
Task A. 3 Construction C	Observation		
Engineer IV	820 hrs x \$175/hr	=	\$143,500
Engineer III	200 hrs x \$157/hr	=	\$31,400
Engineer Intern	200 hrs x \$81/hr	=	16,200
Task A.4 Construction D	ocumentation		
Engineer IV	80 hrs x \$175/hr	=	\$14,000
Engineer III	24 hrs x \$157/hr	=	\$3,768
Task A.5 Material QA			
Rubino Engineering		=	\$15,500
Task A.6 Project Closeou	ıt		
Engineer IV	80 hrs x \$175/hr	=	\$14,000
Engineer III	24 hrs x \$157/hr	=	\$3,768
Vehicle Usage	\$65 per day - 132 days	= _	\$8,580
		Total	\$272,056

VILLAGE OF ALGONQUIN

Date:

Accepted by:
Title:
Date:
CHRISTOPHER B. BURKE ENGINEERING, LTD
Accepted by:
Title: President
Date: 5/2/2025

 $N: PROPOSALS \land DMIN \\ 1025 \land lgonquin Brittany Hills \underline{Phase} \ 3 \land lgonquin \underline{Brittany} \ Hills \underline{Phabe} \ 1 IIProposal Final \underline{05022025.} doc$

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

	Charges
<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI	242
Engineer V	
Engineer IV	175
Engineer III	
Engineer I/II	
Survey V	
Survey IV	
Survey III	
Survey II.	
Survey I	
Engineering Technician V	
Engineering Technician IV	
Engineering Technician III	
Engineering Technician I/II	
CAD Manager	
CAD II	
CAD I	
GIS Specialist III	
Landscape Architect II	
Landscape Architect I	157
Landscape Designer III	136
Landscape Designer I/II	
Environmental Resource Specialist V	
Environmental Resource Specialist IV	
Environmental Resource Specialist III	
Environmental Resource Specialist I/II	
Environmental Resource Technician	
Bus Ops Department	
Engineering Intern	

VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

-MEMORANDUM-

DATE: May 6, 2025

TO: Tim Schloneger, Village Manager

FROM: Brooke Snow, Engineer II

SUBJECT: Design Build Services – Tunbridge Park and Ted Spella Community Park

Improvements & Playground Replacement

Attached you will find the proposed Design-Build agreement for the Tunbridge Park and Ted Spella Community Park Improvements. These parks were chosen for replacement due to the age and condition of the current equipment and amenities. Tunbridge Park was installed in 1998 and Ted Spella Community Park tennis and basketball courts were installed in 2008.

The design-build concept is the recommendation that public works is making due to the customized elements in the playgrounds and the detailed and specific other improvements included in the project. This method allows us to construct the project in a timely matter, and within the high expectations of the Board of Trustees, stakeholders, and our residents. By combining the projects under one contract we are also able to realize economies of scale on quantities, as well as save on mobilization costs. Burke LLC will be handling all design, bidding, contractor selection and project construction management under the guaranteed maximum price of \$931,523.

As part of the Design-Build process, Burke LLC reached out to three contractors to provide pricing to build this project. Please see the attached bid tab sheet. Great Lakes Landscape Co. was the low proposal so they will be constructing the project under the guidance of the Burke LLC team. Please note the bid tab reflects the price of the construction only and not the overall price with the Burke LLC oversight guaranteed maximum price.

As the Village moves to replace aging playgrounds, part of the process includes enhanced community outreach. For Tunbridge Park, staff worked with NuToys Leisure Products to design two very customized playground structures. Staff sought public input via a Survey Monkey vote on which playground structure was preferred at Tunbridge Park. The survey was sent out via Village social media platforms for public input. In total there were 356 votes on Survey Monkey and 86 total engagements (Facebook Likes/Comments). This helped guide our final decision on additional improvements and amenities at the Park.

For Ted Spella Community Park, Village staff did not engage the public. The tennis courts are being upgraded from two tennis courts to one tennis court and two pickleball courts. Seating will be installed near the pickleball court entrances. The basketball court is being redesigned to be a full court that is similar sized to a high school level court size.

In total, these two projects are within the FY25/26 budgeted amount of \$1,010,000. Tunbridge Park has a budgeted amount of \$650,000 and Ted Spella Community Park has a budgeted amount of \$360,000. Ted Spella Community Park scope was increased to include a path replacement, redesigning the basketball court to a full-sized court and a bench/concrete replacement overlooking the natural area. An internal transfer from Tunbridge Park to Ted Spella Community Park will cover the increased scope of that park.

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 design/build services for the Tunbridge Park and Ted Spella Community Park Playground Replacement & Park Improvements in the amount not to exceed \$931,523 with Burke LLC.

Bid Tabulation (Bid Opening April 11, 2025 - 10:00 AM)

Burke LLC Project No. 010150.00239





TUNBRIDGE PARK PLAYGROUND IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Great Lakes	Landscape C	о.	Martam Co	nstruction, Inc.	AJ Oleson Construction C					
1	TEMPORARY FENCE	FOOT	114	\$ 5.00	\$ 570.0	0 \$	10.00	\$ 1,140.00	\$	10.00	\$	1,140.0		
2	TREE ROOT PRUNING	EACH	8	\$ 500.00	\$ 4,000.0	0 \$	250.00	\$ 2,000.00	\$	313.00	\$	2,504.0		
3	EARTH EXCAVATION	FOOT	600	\$ 3.00	\$ 1,800.0	0 \$	25.00	\$ 15,000.00	\$	77.00	\$	46,200.0		
4	INLET FILTERS	EACH	1	\$ 300.00	\$ 300.0	0 \$	275.00	\$ 275.00	\$	300.00	\$	300.0		
5	COMBINATION CURB AND GUTTER REMOVAL	FOOT	35	\$ 15.00	\$ 525.0	0 \$	20.00	\$ 700.00	\$	55.00	\$	1,925.0		
6	SIDEWALK REMOVAL	SQFT	1,450.00	\$ 2.00	\$ 2,900.0	0 \$	3.00	\$ 4,350.00	\$	2.50	\$	3,625.0		
7	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	35	\$ 50.00	\$ 1,750.0	0 \$	65.00	\$ 2,275.00	\$	156.00	\$	5,460.0		
8	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQFT	1,450.00	\$ 14.00	\$ 20,300.0	0 \$	15.00	\$ 21,750.00	\$	17.50	\$	25,375.0		
9	STABILIZED CONSTRUCTION ENTRANCE	SQYD	115	\$ 22.00	\$ 2,530.0	0 \$	20.00	\$ 2,300.00	\$	19.00	\$	2,185.0		
10	MOBILIZATION	LSUM	1	\$ 14,100.00	\$ 14,100.0	0 \$	20,000.00	\$ 20,000.00	\$	12,500.00	\$	12,500.0		
11	CONSTRUCTION LAYOUT	LSUM	1	\$ 7,000.00	\$ 7,000.0	0 \$	7,500.00	\$ 7,500.00	\$	8,000.00	\$	8,000.0		
12	1" WATER SERVICE W/ B BOX, SPL	EACH	1	\$ 19,635.00	\$ 19,635.0	0 \$	15,500.00	\$ 15,500.00	\$	13,100.00	\$	13,100.0		
13	FURNISH AND INSTALL DRINKING FOUNTAIN, SPL	EACH	1	\$ 15,703.00	\$ 15,703.0	0 \$	10,000.00	\$ 10,000.00	\$	9,350.00	\$	9,350.0		
14	LANDSCAPING RESTORATION, SPL	SQYD	781	\$ 6.00	\$ 4,686.0	0 \$	20.00	\$ 15,620.00	\$	36.00	\$	28,116.0		
15	PLAY AREA REMOVAL	SQFT	2,965.00	\$ 1.00	\$ 2,965.0	0 \$	2.50	\$ 7,412.50	\$	4.00	\$	11,860.0		
16	EXISTING PLAYGROUND EQUIPMENT AND FOUNDATION REMOVAL	LSUM	1	\$ 4,850.00	\$ 4,850.0	0 \$	4,000.00	\$ 4,000.0	\$	3,500.00	\$	3,500.0		
17	FURNISH AND INSTALL PLAYGROUND EQUIPMENT	EACH	1	\$ 176,600.00	\$ 176,600.0	0 \$	195,000.00	\$ 195,000.0	\$	200,000.00	\$	200,000.0		
18	BENCH REMOVAL, SPL	EACH	3	\$ 200.00	\$ 600.0	0 \$	285.00	\$ 855.0	\$	350.00	\$	1,050.0		
19	WOOD SAFETY SURFACE, SPL	SQYD	315	\$ 50.00	\$ 15,750.0	0 \$	40.00	\$ 12,600.0	\$	38.00	\$	11,970.0		
20	FURNISH AND INSTALL BENCH, SPL	EACH	4	\$ 1,000.00	\$ 4,000.0	0 \$	2,500.00	\$ 10,000.0	\$	5,000.00	\$	20,000.0		
21	PICNIC TABLE REMOVAL	EACH	1	\$ 200.00	\$ 200.0	0 \$	275.00	\$ 275.0	\$	300.00	\$	300.0		
22	FURNISH AND INSTALL PICNIC TABLE - WHEELCHAIR ACCESSIBLE	EACH	2	\$ 2,600.00	\$ 5,200.0	0 \$	3,000.00	\$ 6,000.0	\$	6,000.00	\$	12,000.0		
23	SHADE SHELTER REMOVAL, SPL	EACH	1	\$ 4,850.00	\$ 4,850.0	0 \$	1,000.00	\$ 1,000.0	\$	1,500.00	\$	1,500.		
24	FURNISH AND INSTALL SHADE SHELTER , SPL	EACH	1	\$ 51,767.00	\$ 51,767.0	0 \$	57,500.00	\$ 57,500.0	\$	63,500.00	\$	63,500.0		
25	ITEMS AS ORDERED BY ENGINEER	DOLLAR	12,500	\$ 1.00	\$ 12,500.0	0 \$	1.00	\$ 12,500.0	\$	1.00	\$	12,500.		
26	FURNISH AND INSTALL PARK ID SIGN, SPL	EACH	1	\$ 3,500.00	\$ 3,500.0	0 \$	4,500.00	\$ 4,500.0	\$	5,000.00	\$	5,000.0		
	•		•	TOTAL	\$ 378,581.0	0 TC	OTAL	\$ 430,052.50	тс	TAL	\$	502,960.0		

Spella & Turnbridge Parks

Bid Tabulation (Bid Opening April 11, 2025 - 10:00 AM)

Burke LLC Project No. 010150.00239





SPELLA PARK IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Gı	Great Lakes Landscape Co.				artam Co	nstruction Inc.	AJ Oleson Construction Co.				
1	TEMPORARY FENCE	FOOT	234	\$	5.00	\$	1,170.00	\$	10.00	\$ 2,340.00	\$	10.00	\$	2,340.00	
2	TREE ROOT PRUNING	EACH	10	\$	500.00	\$	5,000.00	\$	450.00	\$ 4,500.00	\$	313.00	\$	3,130.00	
3	EARTH EXCAVATION	CUYD	20	\$	142.00	\$	2,840.00	\$	200.00	\$ 4,000.00	\$	200.00	\$	4,000.00	
4	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CUYD	20	\$	125.00	\$	2,500.00	\$	200.00	\$ 4,000.00	\$	200.00	\$	4,000.00	
5	GEOTECH FABRIC FOR GROUND STABILIZATION	SQYD	211	\$	6.00	\$	1,266.00	\$	12.00	\$ 2,532.00	\$	16.00	\$	3,376.00	
6	EARTH EXCAVATION	FOOT	1,366.00	\$	5.00	\$	6,830.00	\$	7.50	\$ 10,245.00	\$	4.00	\$	5,464.00	
7	INLET FILTERS	EACH	3	\$	300.00	\$	900.00	\$	275.00	\$ 825.00	\$	300.00	\$	900.00	
8	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	80	\$	142.00	\$	11,360.00	\$	200.00	\$ 16,000.00	\$	200.00	\$	16,000.00	
9	DETECTABLE WARNINGS	SQFT	20	\$	44.00	\$	880.00	\$	50.00	\$ 1,000.00	\$	156.00	\$	3,120.00	
10	COMBINATION CURB AND GUTTER REMOVAL	FOOT	56	\$	15.00	\$	840.00	\$	16.00	\$ 896.00	\$	20.00	\$	1,120.00	
11	SIDEWALK REMOVAL	SQFT	1,250.00	\$	2.00	\$	2,500.00	\$	3.00	\$ 3,750.00	\$	2.50	\$	3,125.00	
12	COMB CONC CURB AND GUTTER, TYPE B-6.12	FOOT	56	\$	50.00	\$	2,800.00	\$	65.00	\$ 3,640.00	\$	75.00	\$	4,200.00	
13	BIKE PATH REMOVAL, SPL	SQYD	236	\$	9.00	\$	2,124.00	\$	20.00	\$ 4,720.00	\$	22.50	\$	5,310.00	
14	REMOVE EXISTING BRICK PAVERS	SQFT	353	\$	2.00	\$	706.00	\$	5.00	\$ 1,765.00	\$	6.00	\$	2,118.00	
15	CLEARING AND GRUBBING	SQYD	112	\$	6.00	\$	672.00	\$	10.00	\$ 1,120.00	\$	12.00	\$	1,344.00	
16	PCC SIDEWALK 5 INCH (SPECIAL)	SQFT	2,750.00	\$	14.00	\$	38,500.00	\$	15.00	\$ 41,250.00	\$	16.00	\$	44,000.00	
17	HOT-MIX ASPHALT SURFACE REMOVAL (SPECIAL)	SQYD	1,800.00	\$	9.00	\$	16,200.00	\$	20.00	\$ 36,000.00	\$	22.50	\$	40,500.00	
18	STABILIZED CONSTRUCTION ENTRANCE	SQYD	112	\$	22.00	\$	2,464.00	\$	20.00	\$ 2,240.00	\$	19.00	\$	2,128.00	
19	MOBILIZATION	LSUM	1	\$	14,100.00	\$	14,100.00	\$ 2	20,000.00	\$ 20,000.00	\$	12,500.00	\$	12,500.00	
20	CONSTRUCTION LAYOUT	LSUM	1	\$	7,000.00	\$	7,000.00	\$	8,500.00	\$ 8,500.00	\$	9,300.00	\$	9,300.00	
21	CONSTRUCT NEW MULTI USE PATH, SPL	SQYD	225	\$	46.50	\$	10,462.50	\$	50.00	\$ 11,250.00	\$	54.00	\$	12,150.00	
22	LANDSCAPING RESTORATION, SPL	SQYD	2005	\$	6.00	\$	12,030.00	\$	20.00	\$ 40,100.00	\$	36.00	\$	72,180.00	

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	G	Great Lakes Landscape Co				/lartam Co	nstruction	AJ Oleson Construction Co.				
23	CHAIN LINK FENCE 4FT, SPL	FOOT	30	\$	116.00	\$	3,480.00	\$	110.00	\$ 3,	300.00	\$	132.00	\$	3,960.00
24	CHAIN LINK FENCE 8 FT, SPL	FOOT	583	\$	97.00	\$	56,551.00	\$	105.00	\$ 61,2	215.00	\$	110.00	\$	64,130.00
25	PICKLEBLOK SOUND MEMBRANE, SPL	LSUM	1	\$	38,610.00	\$	38,610.00	\$	42,500.00	\$ 42,	500.00	\$	43,875.00	\$	43,875.00
26	PEDESTRIAN GATE, SPL	EACH	3	\$	1,182.00	\$	3,546.00	\$	1,500.00	\$ 4,	500.00	\$	1,375.00	\$	4,125.00
27	BENCH REMOVAL, SPL	EACH	3	\$	200.00	\$	600.00	\$	285.00	\$	855.00	\$	313.00	\$	939.00
28	FURNISH AND INSTALL BENCH, SPL	EACH	5	\$	2,000.00	\$	10,000.00	\$	2,500.00	\$ 12,	500.00	\$	6,000.00	\$	30,000.00
29	COURT FENCE REMOVAL, SPL	FOOT	492	\$	10.00	\$	4,920.00	\$	10.00	\$ 4,	920.00	\$	10.00	\$	4,920.00
30	TENNIS COURT NET AND POST REMOVAL,SPL	EACH	2	\$	200.00	\$	400.00	\$	500.00	\$ 1,0	00.00	\$	500.00	\$	1,000.00
31	FURNISH AND INSTALL TENNIS NET AND POSTS	EACH	1	\$	5,907.00	\$	5,907.00	\$	6,250.00	\$ 6,2	250.00	\$	6,800.00	\$	6,800.00
32	FURNISH AND INSTALL PICKLEBALL POSTS, NET AND CENTER STRAP	EACH	2	\$	6,303.00	\$	12,606.00	\$	7,000.00	\$ 14,0	00.00	\$	7,000.00	\$	14,000.00
33	EXISTING BASKETBALL POST, BACKBOARD, HOOP AND NET REMOVAL, SPL	EACH	3	\$	200.00	\$	600.00	\$	850.00	\$ 2,	550.00	\$	500.00	\$	1,500.00
34	FURNISH AND INSTALL BASKETBALL POST, BACKBOARD, HOOP AND NET	EACH	2	\$	9,163.00	\$	18,326.00	\$	10,000.00	\$ 20,0	00.00	\$	10,500.00	\$	21,000.00
35	ASPHALT BASKETBALL COURT W/ COATINGS & LINES, SPL	SQYD	445	\$	67.00	\$	29,815.00	\$	70.00	\$ 31,	150.00	\$	77.00	\$	34,265.00
36	ITEMS AS ORDERED BY ENGINEER	DOLLAR	12,500	\$	1.00	\$	12,500.00	\$	1.00	\$ 12,	500.00	\$	1.00	\$	12,500.00
37	ASPHALT TENNIS COURT W/ COLOR COATINGS AND LINES, SPL	SQYD	1,586.00	\$	46.00	\$	72,956.00	\$	45.00	\$ 71,3	370.00	\$	53.00	\$	84,058.00
				то	TAL	\$	413,961.50	TO	ΓAL	\$ 509,2	83.00	тот	ΓAL	\$	579,377.00



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

OWNER:	Village of Algonquin, Illinois 2200 Harnish Dr Algonquin, IL 60102
CONSTRUCTION MANAGER:	Burke, LLC 9575 West Higgins Road Suite 600 Rosemont, IL 60018-4920
PROJECT:	Spella and Tunbridge Park Improvements
CONTRACT DATE:	
GUARANTEED MAXIMUM PRICE:	\$931,523
SUBSTANTIAL COMPLETION DATE:	August 8, 2025

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 <u>Relationship</u>. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management, and administration services as set forth in greater detail below.
- 1.2 <u>Engineer</u>. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 <u>Contract Documents</u>. The Contract Documents consist of:
 - .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Village of Algonquin Standard Certifications
 - a. Business Organization
 - b. Certification of Eligibility
 - c. Equal Employment Opportunity
 - d. Illinois Prevailing Wage Act
 - e. Contractor's Certification
 - f. Apprenticeship and Training Program Certification

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

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 <u>Hazardous Material</u>. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.
- 2.4 <u>Owner</u>. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.
- 2.5 Not Used.
- 2.6 <u>Subcontractor</u>. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

- 2.7 <u>Substantial Completion</u>. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.
- 2.8 <u>Subsubcontractor</u>. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.9 <u>The Work.</u> The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 <u>Commencement</u>. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 <u>General Requirements</u>. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.
- 3.3 <u>Schedule</u>. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

- 3.5 <u>Cost Control</u>. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.
- 3.6 <u>Permits</u>. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.
- 3.7 <u>Safety</u>. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

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

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

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

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

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- 3.8 <u>Cleanup</u>. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the iste by Construction Manager, subcontractor or anyone for whose acts they may be liable.
- 3.10 <u>Intellectual Property</u>. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.
- 3.11 <u>Completion</u>. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.12 <u>Indemnification</u>. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property

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

- 3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.
- 3.14 <u>Selection of Labor</u>. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.
- 3.15 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

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

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

3.16 <u>Equal Employment Opportunity</u>. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

- 3.17 <u>Sexual Harassment Policy</u>. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.18 <u>Veterans Preference Act</u>. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seg.*).
- 3.19 <u>Wages of Employees on Public Works</u>. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

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

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

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

- 3.20 <u>Confidentiality of Information</u>. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 et seq.) is not in the public interest.

3.22 <u>Certifications</u>. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 <u>General</u>. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 <u>Selection</u>. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
 - .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
 - .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 <u>Assignment</u>. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 <u>Subcontracts</u>. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.
- 4.5 <u>Foreign Corporation</u>. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 <u>Information and Services</u>. The Owner shall provide:
 - .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 <u>Reliance</u>. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 <u>Notice of Defect</u>. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or

- defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 <u>Communications</u>. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 <u>Execution Date</u>. The parties contemplate that this Contract will be fully executed on or before the May 16, 2025. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 <u>Substantial Completion</u>. The date of Substantial Completion of the Work shall be contingent upon procurement lead time, and as adjusted in accordance with the provisions of this Contract. Upon award of the Contract, the Contractor shall come to a mutually agreed upon completion date based on the manufacturer's quoted lead time.
- <u>7.3</u> <u>Delays</u>. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: material procurement delays, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- <u>7.4</u> <u>Inclement Weather</u>. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the

Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data complied by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and its becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
 - .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

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

ARTICLE 8 - PAYMENT

8.1 <u>Guaranteed Maximum Price</u>. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions

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

- 1. The Guaranteed Maximum Price is based on the Summary Schedule of Values depicted in Exhibit A.
- 2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
- 3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site is free of rock, debris or other bad or contaminated soil conditions
 - .2 Hazardous materials are not present at the site.
 - .3 No utility conflicts exist.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 8.2 <u>Compensation</u>. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 <u>Progress Payments.</u> Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for

Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
 - .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
 - .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 8.4 <u>Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received</u>. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
 - (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with

similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

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

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

- 8.5 <u>Late Payments</u>. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seg.*)
- 8.6 <u>Title</u>. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens.

- claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 <u>Final Payment</u>. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
 - .1 The amount of the final payment shall be calculated as follows:
 - .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
 - .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
 - .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
 - .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.
- 8.8 <u>Cost of the Work</u>. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.
- .2 <u>Subcontract costs.</u> Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- .3 Costs of materials and equipment incorporated in the completed construction.
 - .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
- .7 Data processing costs related to the Work.

- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 <u>Non-Reimbursable Costs</u>. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.

- The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
- .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 <u>Payment Approval</u>. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
 - .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
 - .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
 - .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

- 9.1 <u>Change Orders</u>. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.
- 9.2 <u>Costs</u>. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
 - .2 A mutually accepted, itemized lump sum;
 - .3 Time and materials.

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

- 9.3 <u>Unknown Conditions</u>. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 <u>Claims</u>. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
 - .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner:
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

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

Comprehensive Automobile Liability Insurance

196041-2 23

Combined Single Limit, each accident \$1,000,000

or

Bodily Injury (per person) \$1,000,000 Bodily Injury (per accident) \$1,000,000 Property Damage (per accident) \$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation Statutory Limits

Employer's Liability

Bodily Injury by Accident \$ 500,000 each accident

Bodily Injury by Disease \$ 500,000 policy limit

Bodily Injury by Disease \$ 500,000 each employee

Commercial Umbrella/Excess Liability

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

Professional Liability

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

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

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

10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor

- provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.
- 10.5 <u>Acceptability of Insurers.</u> The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.
- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC

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will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

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

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

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

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

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

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 <u>Suspension By The Owner For Convenience</u>. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

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ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 <u>Arbitration</u>. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village <u>Hall 2200 Harnish Dr. Algonquin</u>, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

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

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

12.3 <u>Continued Performance of the Work</u>. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

- parties in accordance with any agreement or court judgment entered resolving the dispute.
- 12.4 <u>Required in Subcontracts</u>. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 - LIQUIDATED DAMAGES

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

ARTICLE 14 - MISCELLANEOUS

- 14.1 <u>Project Sign</u>. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 <u>Notices</u>. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 <u>Integration</u>. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 <u>Severability</u>. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 <u>Assignment</u>. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 <u>Existing Contract Documents</u>. A list of the Plan Drawings, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 <u>Illinois Freedom of Information Act.</u> The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner			Contractor:
	Village of Algonquin		Burke, LLC
	2200 Harnish Dr		9575 W. Higgins Road, Suite 600
	Algonquin, IL 60102		Rosemont, IL 60018
Ву:	D	ate:	By:
Attest:	<u>D</u>	Date:	By:



Spella and Tunbridge Park Improvements Algonquin, Illinois

Exhibit A - Summary Schedule of Values



TUNBRIDGE PARK PLAYGROUND IMPROVEMENTS

Item		Contract Value
TEMPORARY FENCE		\$ 570
TREE ROOT PRUNING		\$ 4,000
EARTH EXCAVATION		\$ 1,800
INLET FILTERS		\$ 300
COMBINATION CURB AND GUTTER REMOVAL		\$ 525
SIDEWALK REMOVAL		\$ 2,900
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12		\$ 1,750
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)		\$ 20,300
STABILIZED CONSTRUCTION ENTRANCE		\$ 2,530
MOBILIZATION		\$ 14,100
CONSTRUCTION LAYOUT		\$ 7,000
1" WATER SERVICE W/ B BOX, SPL		\$ 19,635
FURNISH AND INSTALL DRINKING FOUNTAIN, SPL		\$ 15,703
LANDSCAPING RESTORATION, SPL		\$ 4,686
PLAY AREA REMOVAL		\$ 2,965
EXISTING PLAYGROUND EQUIPMENT AND FOUNDATION REMOVAL		\$ 4,850
FURNISH AND INSTALL PLAYGROUND EQUIPMENT		\$ 176,600
BENCH REMOVAL, SPL		\$ 600
WOOD SAFETY SURFACE, SPL		\$ 15,750
FURNISH AND INSTALL BENCH, SPL		\$ 4,000
PICNIC TABLE REMOVAL		\$ 200
FURNISH AND INSTALL PICNIC TABLE - WHEELCHAIR ACCESSIBLE		\$ 5,200
SHADE SHELTER REMOVAL, SPL		\$ 4,850
FURNISH AND INSTALL SHADE SHELTER , SPL		\$ 51,767
ITEMS AS ORDERED BY ENGINEER		\$ 12,500
FURNISH AND INSTALL PARK ID SIGN, SPL		\$ 3,500
DESIGN ENGINEERING		\$ 15,500
CONSTRUCTION MANAGEMENT		\$ 30,286
GENERAL CONDITIONS (Insurance, OH, Profit)		\$ 18,929
	SUBTOTAL	\$ 443.296

SUBTOTAL \$

443,296



Spella and Tunbridge Park Improvements Algonquin, Illinois

Exhibit A - Summary Schedule of Values



SPELLA PARK

Item			Contract Value
TEMPORARY FENCE		\$	1,170
TREE ROOT PRUNING			5,000
EARTH EXCAVATION		\$	2,840
REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL		\$	2,500
GEOTECH FABRIC FOR GROUND STABILIZATION		\$	1,266
EARTH EXCAVATION		\$	6,830
INLET FILTERS		\$	900
AGGREGATE SUBGRADE IMPROVEMENT		\$	11,360
DETECTABLE WARNINGS		\$	880
COMBINATION CURB AND GUTTER REMOVAL		\$	840
SIDEWALK REMOVAL		\$	2,500
COMB CONC CURB AND GUTTER, TYPE B-6.12		\$	2,800
BIKE PATH REMOVAL, SPL		\$	2,124
REMOVE EXISTING BRICK PAVERS		\$	706
CLEARING AND GRUBBING		\$	672
PCC SIDEWALK 5 INCH (SPECIAL)		\$	38,500
HOT-MIX ASPHALT SURFACE REMOVAL (SPECIAL)		\$	16,200
STABILIZED CONSTRUCTION ENTRANCE		\$	2,464
MOBILIZATION		\$	14,100
CONSTRUCTION LAYOUT		\$	7,000
CONSTRUCT NEW MULTI USE PATH, SPL		\$	10,463
LANDSCAPING RESTORATION, SPL		\$	12,030
CHAIN LINK FENCE 4FT, SPL		\$	3,480
CHAIN LINK FENCE 8 FT, SPL		\$	56,551
PICKLEBLOK SOUND MEMBRANE, SPL		\$	38,610
PEDESTRIAN GATE, SPL		\$	3,546
BENCH REMOVAL, SPL		\$	600
FURNISH AND INSTALL BENCH, SPL		\$	10,000
COURT FENCE REMOVAL, SPL		\$	4,920
TENNIS COURT NET AND POST REMOVAL,SPL		\$	400
FURNISH AND INSTALL TENNIS NET AND POSTS		\$	5,907
FURNISH AND INSTALL PICKLEBALL POSTS, NET AND CENTER STRAP			12,606
EXISTING BASKETBALL POST, BACKBOARD, HOOP AND NET REMOVAL,		\$	600
FURNISH AND INSTALL BASKETBALL POST, BACKBOARD, HOOP AND N	ET	\$	18,326
ASPHALT BASKETBALL COURT W/ COATINGS & LINES, SPL		\$	29,815
ITEMS AS ORDERED BY ENGINEER		\$	12,500
ASPHALT TENNIS COURT W/ COLOR COATINGS AND LINES, SPL		\$	72,956
DESIGN ENGINEERING		\$ \$ \$ \$	20,450
CONSTRUCTION MANAGEMENT		\$	33,117
General Conditions (Insurance, OH, Profit)	LIDTOTAL	\$	20,698
S	UBTOTAL	\$	488,227

GRAND TOTAL \$ 931,523



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: May 6, 2025

TO: Tim Schloneger, Village Manager

FROM: Brooke Snow, Engineer II

SUBJECT: Recommendation to Approve the Design Engineering Services Agreement

with Hampton, Lenzini and Renwick, Inc. for the County Line Road

Improvements

Attached is a proposal from Hampton, Lenzini and Renwick, Inc. (HLR) to provide design engineering services for the County Line Road Improvements, along with a map outlining the project limits. The project scope includes a full mill and resurface of County Line Road from Boyer Road to Hanson Road (excluding Randall Road), replacement of the existing multi-use path, selective sidewalk and curb and gutter replacement, ADA ramp upgrades, utility structure adjustments, traffic signal upgrades, and land acquisition.

The current pavement conditions of the 1.5 miles of roadway are poor to very poor, with significant cracking and other signs of distress. The Pavement Condition Index from 2021 for the streets ranges from 15-37, which indicates base failure in many areas. FDR was considered on County Line, but due to the difficulties during construction on Bunker Hill Road and County Line Road having a higher traffic volume than Bunker Hill Road, a mill and resurface was chosen as the favored construction method. As a result, staff recommend a mill and overlay on the full extent of County Line Road with full depth patches where base failure is evident as determined by the Village.

Village staff anticipate design to begin in June and the final set of plans and specifications to be ready for bid in late November 2026. Construction is expected to begin in April 2027.

The services from HLR will include a topographic survey, easement plats, ROW verification, a geotechnical investigation, preliminary engineering, the preparation of plans and specifications, and Kane County permits. HLR is a reputable consultant engineering firm with local offices in Elgin and Crystal Lake. Their team is highly skilled and has successfully completed similar projects in many municipalities in the northwest suburbs.

The not-to-exceed fee for these services is \$223,920. This will be a 2-year design and there are sufficient funds to move forward with starting design this year. We propose to utilize the budgeted amount of \$175,000 in the Street Improvement Fund for FY2025-26 to cover the design fees. The remaining amount for the fee will be proposed in FY26-27 to complete the final engineering design scope.

Summary

- 1. This agreement will allow HLR to provide engineering services for the County Line Road Improvements
- 2. The work will address the poor condition of the streets, non-compliant ADA sidewalks and ramps, and investigate land acquisition to cover Village owned assets.
- 3. Sufficient funds are available in the FY2025-26 Street Fund to begin final engineering.

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 agreement with HLR to provide design engineering services for the County Line Road Improvements in the amount of \$223,920.

SCHEDULE B DETAILED COST BREAKDOWN PROFESSIONAL SERVICES COUNTY LINE ROAD IMPROVEMENTS VILLAGE OF ALGONQUIN

Project Phase/Task	Employee Classification				Employee Classification					Direct Costs	Hours	Fee	
FTOJECT FTIASE/TASK		E5	E3	E2	Т3	T2 SUR2 SUR			ENV3	ENV2	Direct Costs	Hours	ree
SURVEY AND LAND ACQUISITION SERVICES								0.4				24	\$ 3
Set Control Survey (Traditional)								24				0	\$ 3
Manhole Inspection Survey		_						8				8	\$ 1
Removal Survey Pickup Survey		-						10 8				10	\$ 1 \$ 1
Utility Locate								16				16	\$ 2
Survey (Scanned) Site/Route Scanning		-						8				8	\$ \$ 1
ADA Scans								24				24	\$ 3
Process Survey Data								_				0 4	\$
Process Scanned Data to Readable Format Extract scan data (Feature Extraction)		_				32		4				32	\$ \$ 4
Land Survey (Plats and Legals)												0	\$
Obtain Property Title, sub plats, documents (direct costs) Calculations		-					8				\$ 5,077.00	8	\$ 5 \$ 1
Right-of-Way Determination (Entire Project Limits)							145					145	\$ 26
Boundary Determination Prepare Easement Exhibits (Exhibit A - Assume 4)	\vdash	-			_		32 32					32	\$ 5 \$ 5
Legal Descriptions							8					8	\$ 1
Recording Time							16				\$ 508.00	16	\$ 3
Land Acquisition Appraisal Reports (Polach Appraisal Group - 4 Parcels @ \$2,750 Each)		-									\$ 11,000.00	0	\$ \$ 11
Negotiations - Not Included (To be completed by Village)												0	\$
PRELIMINARY ENGINEERING SERVICES												0	\$
Data Collection/Review Document Review	\vdash	4	4		-							8	\$ \$ 1
Collect GIS Data, Recorded Utility Plans, Construction Plans, Etc		1				2						3	\$
Field Visit Pavement Cores (Rubino Engineering - 4 cores - Stonegate and Hanson)		2	3	16							\$ 4,210.00	21	\$ 3 \$ 4
											\$ 4,210.00	0	\$ 4 \$
DESIGN ENGINEERING SERVICES (Site and Roadway) Calculations												0	\$
Quantity Calculations and Documentation		5	25									30	\$ 5
Pavement Design Sight Distance Triangles		1	2									3	\$
Existing Plan Review		8	8									16	\$ 3
ROW Analysis Prepare Plan Sheets		4										0	\$
Title Sheet		1	3		1							5	\$
General Notes Summary of Quantities		1	3		1							5 7	\$ \$ 1
Schedule of Quantities		2	8		2							12	\$ 2
Existing Typical Sections		1	3		1							5	\$
Proposed Typical Sections Alignment, Ties, and Benchmarks		2	3 18		4							5 24	\$ 4
Dual Plans (Removals & Roadway)		16	80		30							126	\$ 22
Landscape/Restoration & Erosion Control Plans ADA Sidewalk Grading Plans		2	16 16		8 12							28 30	\$ 4 \$ 5
Pavement Marking and Signing Plans		5	25		-12							30	\$ 5
Traffic Signal Plans and Details Traffic Signal Details			1									0	\$
Traffic Signal Plan		3	14		12							29	\$ 5
Cable Plan, Phase Diagram, and EVP Sequence					2							2	\$
Standard Details Special Details	\vdash	1	3		1							5	\$
Standard Details		2	6		1							9	\$ 1
Prepare Bid Documents		6	51 22									57 25	\$ 10 \$ 4
Prepare Estimate of Probable Cost Revisions Based on Preliminary Review Comments	1	4	26		10							41	\$ 7
Revisions Based on Pre-Final Review Comments	1	5	23		10							39	\$ 6
Revisions Based on Final Review Comments Bidding Assistance	1	3	10		6							20	\$ 3 \$
Attend Pre-Bid Meeting		2										2	\$
Answer Bidding Questions Attend Bid Opening		2										2	\$
Prepare Tabulation of Bids		2										2	\$
Prepare Award Recommendation Letter Answer Construction RFI's		1 4										1 4	\$
												0	\$
STRUCTURAL ENGINEERING SERVICES - Not Included												0	\$
DRAINAGE ENGINEERING SERVICES - Not Included												0	\$
TRAFFIC ENGINEERING SERVICES - Not Included												0	\$
CONSTRUCTION ENGINEERING SERVICES - Not Included												0	\$
ENVIRONMENTAL SERVICES Special Waste													
Clean Construction Demolition Debris (CCDD)												0	\$
Prepare CCDD Form 662									4	24	\$ 100.00	28	\$ 4 \$
GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES - Not Included													
WATER/WASTEWATER ENGINEERING SERVICES - Not Included												0	\$
PERMITTING												0	\$
		2	16								\$ 450.00	18	\$ 3
Prepare County ROW Permit (Kane County DOT) Prepare NPDES Permit			8									8	\$ 1

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SCHEDULE B DETAILED COST BREAKDOWN PROFESSIONAL SERVICES COUNTY LINE ROAD IMPROVEMENTS VILLAGE OF ALGONQUIN

Project Phase/Task		Employee Classification									Direct Costs	Hours	Fee
FIOJECT FILASE/TASK	E6	E5	E3	E2	Т3	T2	SUR2	SUR1	ENV3	ENV2		Hours	ree
Prepare and Attend Kick-off Meeting	2	4				İ						6	\$ 1,240.0
Prepare and Attend Coordination Meeting		3	3									6	\$ 1,125.00
Prepare Monthly Status Report to Client		18										18	\$ 3,600.00
Utility Coordination												0	\$ -
J.U.L.I.E. Design Stage Locate				1								1	\$ 145.00
Verify Utilities on Provided Atlas Maps												0	\$ -
(Assume 6 utility agencies x 1 hours per agency)			6									6	\$ 1,050.00
Coordination Letters and Plan Submittals												0	\$ -
Preliminary (Assume 6 utility agencies x 0.5 hours per agency)				3								3	\$ 435.0
Pre-Final (Assume 6 utility agencies x 0.5 hours per agency)				3								3	\$ 435.00
Final (Assume 6 utility agencies x 0.5 hours per agency)				3								3	\$ 435.00
Preliminary Conflict Analysis Review												0	\$ -
(Assume 2 utility agencies x 1 hours per agency)		2										2	\$ 400.00
Review of and Response to Utility Agency Conflict Analysis												0	\$ -
(Assume 2 utility agencies x 1 hours per agency)		2										2	\$ 400.00
Initial Review of Permit Request												0	\$ -
(Assume 2 utility agencies x 1 hours per agency)		2										2	\$ 400.00
Final Review of Revised Permit Request												0	\$ -
(Assume 2 utility agencies x 1 hours per agency)		2										2	\$ 400.00
												0	\$ -
13 QUALITY ASSURANCE AND PROJECT ADMINISTRATION													
Quality Assurance and Quality Control		16										16	\$ 3,200.0
Project Administration	12	40										52	\$ 10,640.00
												I 0	e

TOTALS 18 196 413 26 105 34 241 102

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SCHEDULE A SCOPE OF SERVICE COUNTY LINE ROAD IMPROVEMENTS VILLAGE OF ALGONQUIN

The Village of Algonquin (hereinafter the "Client") has requested professional engineering services for the County Line Road Improvements Project (hereinafter the "Project"). The following outlines the proposed Project scope of services.

PROJECT UNDERSTANDING

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Pre-Scope Meeting on April 1, 2025
- Review of the Preliminary Phase II Plans and CAD Drawings

Bulleted below is a list of basic project understandings and summarized project services and tasks. Detailed explanations of project tasks are provided by field of service following this list.

- Basic Project Understandings
 - The project will utilize local funding for both engineering and construction.
 - HLR will be provided existing CAD files from Chastain & Associates LLC by the Village of Algonquin and will reassemble the files and sheet setups as necessary to produce final plans for public bidding.
 - HLR will reuse as much information as possible and in cases where additional information, survey data, and design work are necessary, this additional effort will be completed as provided for in the Scope of Services.
 - HLR will be provided information regarding survey control which has previously been set by Chastain & Associates LLC.
 - The project will be updated from a roadway scope of Full Depth Reclamation to Mill and Resurface with aggregate base repair as needed pending a review of pavement cores provided by the Client.
 - Structure adjustments and reconstructions (water, sewer, storm) will be completed based upon condition assessments provided by the Client. No field assessment of the condition of existing utilities will be completed by HLR.
 - HLR will review all ADA sidewalk ramp designs for compliance with ADA/PROWAG requirements and in cases where revisions are necessary, such revisions will be completed by HLR.
 - A ROW determination will be required based on the ROW discrepancies shown in the current set of plans due to the following:
 - It is understood that the portion of the existing bike path on the south side of County Line Road between Boyer Road and Randall Road is partially outside of the existing ROW
 - ADA improvements where ROW is shown within the proposed limits of sidewalk improvement for compliance as shown in the preliminary plan set by Chastain & Associates LLC.
 - Land Acquisition is anticipated from properties along the south side of County Line Road between Boyer Road and Randall Road as scheduled in the detailed written scope. Corner locations for additional land acquisition to improve ADA compliance at ramps have not been included. ROW needs at ADA ramps will be evaluated on a case by case basis based on the results of the ROW determination.
- Project Service and Task Summary
 - Survey and Land Acquisition
 - Supplemental Topographic Survey

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- ROW Verification
- Exhibit A and Legal Descriptions for Permanent Easements
- Appraisal Reports Polach Appraisal Group
- Negotiations To be completed by Village
- Preliminary Engineering Services
 - Data Collection
- Design Engineering Services
 - Calculations
 - Plans
 - Bid Documents
 - Estimate of Probable Cost
 - Submittals and Reviews
 - Bidding Assistance
 - County ROW Permit
- Structural Engineering Services Not Included
- o Drainage Engineering Services Not Included
- Traffic Engineering Services Not Included
- Environmental Services
 - CCDD
- o GIS Services Not Included
- Water/Wastewater Engineering Services Not Included
- Permitting
 - Kane County ROW Permit
 - NPDES Permit
- Consultation and Coordination
 - Kickoff Meeting
 - Coordination Meeting
 - Utility Coordination
- Quality Assurance and Project Administration

The project limits are understood to be County Line Road from Boyer Road to Hanson Road where the intersection at Randall Road is omitted between paving joints.

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Notice to Proceed	June 1, 2025
Preliminary Plans and Bid Documents	September 5, 2025
Pre-Final Plans and Bid Documents	February 6, 2026
Final Plans and Bid Documents	November 6, 2026
Bid Opening (Local)	January 2027
Start of Construction	March/April 2027
End of Construction	October 2027

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DETAILED SCOPE OF SERVICES

Based on our understanding of the project and the needs of the client the following services are included in the scope of service: (If one of the main services is not included do not delete it. The content following the numbered service can be deleted, but keep the name, state that this service is not included and explain why.)

TASK 1: SURVEY AND LAND ACQUISITION SERVICES

- A. Survey HLR will provide topographic survey to document existing conditions for the purpose of preparing the design requested by the Client.
 - I. Control Points Set ~ 10 control points / benchmarks. Control will be horizontally located with GPS on NAD 83 IL East State plane coordinates. A digital level loop will be completed through the control & benchmarks, elevations will be based on NAVD 88 datum holding one of the control points provided.
 - II. Topographic Survey Topo of the area will be completed with a ground-based scanner/LIDAR and features will be extracted on a 50' cross section interval perpendicular to the street the cross section is on, at driveways, and all other grade controlling features. Concrete R&R for curb and sidewalk (painted by the village) will be collected with GPS. Curb sag point and outlet to detention basin will be collected with total station.

Limits are from the west ROW of Stonegate Rd to the east ROW of Hanson Rd. 25 ft past ROW to 25 ft past ROW. Side streets will be scanned to 50 feet past radius returns.

Typical hard surface items such as curb and gutters, road CL, pavement markings, sidewalks, trees, signs, drainage structures, driveway culverts, crossroad culverts, driveways and building faces will be collected and defined in the topographic survey. This scope does not include performing the topo work during snow on the ground periods of the year.

- III. Utilities Utilities will be located within the project limits. Utility location will consist of ASCE standard 38-02 Level QL-C Data. This utility survey will collect invert directions and elevations on storm sewer, water main, and sanitary sewer structures within the project area and 1 structure away allowing pipe elevations to be interpolated within the project location. If the 1 structure out is located on private property, contact information and access will be coordinated and provided by the client. The utility locate shots will also be used as verification points for the ground-based LIDAR scan data. Manhole lids that are not able to be opened with a manhole pick and structures full of debris, or clogged, will be reported to the client and it will be the client's responsibility to coordinate with the utility provider for opening and or cleaning before returning for details. Individual homeowner notification is not part of this scope. Traffic control, if deemed needed, is not part of this scope and will be expected to be provided by the LPA. Any kind of Julie locate is not part of this scope.
- IV. Data deliverables Features extraction linework and a surface file will be delivered in a .dgn format utilizing IDOT layer and codes. Point cloud data will be delivered in a .las and .e57 file. Scan data will also be delivered in a free/shareable google type street view program by thumb drive.

B. Land Survey

I. Right-Of-Way (ROW) Determination – HLR will determine the existing right-of-way based on information found in the field and publicly available information including Plat

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of Highways, GIS, Sidwells, and preliminary plats from the County Recorder online

- a. Recorded Document Acquisition HLR anticipates that recorded subdivision/parcel plats available only at the County Recorder office will be needed. Scope of Service includes the time necessary for travel, research, and ordering of the plats. Based on our experience we estimate that the needed information will cost \$277.00. In the event that these costs are higher than anticipated, HLR will notify the Client that additional compensation will be necessary to cover the direct costs.
- II. Easement Exhibit (Exhibit A) and Legals HLR will produce an easement exhibit and legal description of the proposed easement for each parcel to be used by the Village of Algonquin in documents to acquire the easement for the existing walk/path. HLR will not prepare the easement document. HLR will prepare Easement Exhibits and legals in accordance with the standard of care for the Land Surveying profession. Easement Exhibits documents and legals will cover the following Property Index Number (PIN) for the following property(ies):
 - a. 03-06-201-000
 - b. 03-06-202-000
 - c. 03-06-226-003
 - d. 03-06-206-001

Additional properties requiring land acquisition based on the results of the ROW determination are not included in this scope. Once the ROW determination is completed, HLR will notify the Client of these conflicts and determine if redesign is feasible or if land acquisition is needed. Additional properties requiring land acquisition not listed above will require additional compensation in order to complete Exhibit A documents and legals.

III. In order to prepare the necessary Easement Exhibits and legals, HLR will order Title Commitments from an accredited title company. The title commitments based on the PINs listed above are estimated to cost \$5,077.00. In the event that these costs are higher than anticipated, HLR will notify the Client that additional compensation will be necessary to cover the direct costs.

C. Land Acquisition

- I. Appraisals HLR will sub consult Polach Appraisal Group to prepare an appraisal of the property(ies) that right-of-way or easements will be necessary as shown in Attachment 2. Appraisals will cover the following property PIN's:
 - a. 03-06-201-000
 - b. 03-06-202-000
 - c. 03-06-226-003
 - d. 03-06-206-001

The appraisal will determine the value of the right-of-way and easements based on standard appraisal practices. Specific tasks to meet these requirements and included in this scope are listed below. Additional requirements requested by the Client's legal counsel will require additional compensation.

e. Estimate the compensation to be paid by the Village of Algonquin to individual property owners for the rights to be acquired for the County Line Road Improvements project.

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- f. The reports will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The reports will be presented in accordance with and are intended to comply with the reporting requirements as set forth in Standard 2-2. Supporting documentation will either be included in the report as addenda exhibits or held in our work files. The depth of discussion in the report will be specific to your needs.
- g. The definition of market value to be used in this report is the definition cited below.
 - i. The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.
 - ii. Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.
- h. In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.
- i. Research will be completed to identify appropriate market data.
- j. Information will be obtained from public and private sources including our files and available public records (e.g. city, county and township records). When possible, information will be verified by someone directly involved in the sale. At a minimum, sales will be verified by a public record.
- k. If compliance with all USPAP requirements is not possible and a Jurisdictional Exception is used the exception must be explained by indicating what USPAP rule is being broken and the valid reason for the non-compliance.
- The appraisal reports and, if necessary, appraisal review reports will be completed by Illinois Certified General Appraisers who are on the approved IDOT Appraiser lists.
- II. Client Review This project does not include federal funding. Therefore, Review Appraisals and IDOT review is not necessary. Appraisals will take place after the Client reviews and approves the Exhibit A and legals for the property.
- III. Specialty Report In the event that there are costs that are difficult to determine or

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there are mitigation measures that can make the property whole again without permanent damage, a Specialty Report can be requested by the client. This additional service cost would require additional compensation.

IV. Negotiations – Negotiations for the acquisition of all proposed right-of-way and/or easements will be completed by Village staff and are not included in this scope of services. If the Village is unable to complete negotiations and requires these services from HLR at a later date then additional compensation will be required.

TASK 2: PRELIMINARY ENGINEERING

A. Data Collection

- I. Document Review HLR will review the following publicly available and/or Client provided information:
 - a. Site Specific data provided by the Client
 - b. Preliminary Concept Plans
 - c. Microstation Files by Client
 - d. GIS files by Client
 - e. Pavement cores provided by the Village
- II. Field Review HLR will schedule a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will not be prepared of the project.
- III. Pavement Cores HLR will sub-consult Rubino Engineering to collect 4 pavement cores between Stonegate Road and Hanson Road as described in the proposal from Rubino Engineering appended to this scope of work as Attachment 1.

TASK 3: DESIGN ENGINEERING

Based on the understanding of the project, the following items are necessary parts of the design scope of services:

- A. Calculations HLR will provide backup calculations to ensure that the design meets the standard of care. Calculations necessary for this project will include:
 - I. Quantity Calculations and Documentation HLR will quantify and document the associated units of each pay item within the plans in accordance with Chapter 64 of IDOT's Bureau of Design and Environment Manual.
 - II. Pavement Design HLR will review pavement cores provided by the Client and determine thickness and hot-mix asphalt mix types and requirements based on IDOT District 1 methodology.
 - III. Sight Distance Triangles HLR will review sight distance triangles to verify line of sight based on comments made by the Village in the preliminary plan set by Chastain & Associates LLC. The following locations will review sight distance triangles:
 - a. County Line Road at Millbrook Drive
- B. Existing Plan Review HLR will perform a review of the existing plans for quality assurance, standardization of annotation formatting, and consistency. Noted revisions will be included in the updated set of plans.
- C. Plans The plans are working drawings that show the location, configuration, and dimensions of the proposed construction activities. The plans will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings and the estimated number of sheets:

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Title Sheet	1 Sheet(s)
General Notes	2 Sheet(s)
Summary of Quantities	2 Sheet(s)
Schedule of Quantities	2 Sheet(s)
Typical Sections	4 Sheet(s)
Alignment, Ties and Benchmarks	3 Sheet(s)
Dual Plans (Removals and Roadway Plans)	12 Sheet(s)
Landscape/Restoration & Erosion Control Plans	6 Sheet(s)
ADA Sidewalk Grading Plan	18 Sheet(s)
Pavement Marking and Signing Plan	6 Sheet(s)
Traffic Signal Plans and Details	10 Sheet(s)
Traffic Signal Plans and Details	4 Sheet(s)
Special Details	2 Sheet(s)
Standard Details	2 Sheet(s)

Increases to the actual number of plan sheets as compared to the estimated sheets above may constitute additional work. HLR will notify the Client if additional work is anticipated.

- D. Bid Documents Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:
 - I. IDOT Format HLR will prepare a bid document based on IDOT standard format.

HLR will prepare contract specifications and special provisions for Pre-Final and Final Plan submittals. The latest version of the IDOT "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" will be used as the basis of the construction special provisions. IDOT check sheets will be used as required by the project.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions, a project specific Special Provision will be written by HLR.

- E. Estimate of Probable Cost HLR will prepare engineering opinions of probable construction costs for each submittal. Costs will be determined by using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.
- **F.** Submittal and Review Intervals HLR will prepare and submit the associated documents to the Client for review at the following intervals:
 - I. Revised Preliminary (50%) Basic plans with well-defined concept of the proposed improvement. Existing and previously completed plans will be reassembled and put into HLR standard format and structure. Deliverables for this submittal will include:
 - a. Plans
 - b. Project Specific Special Provisions (completed to date)
 - II. Pre-Final (90%) Plans and concepts are nearly complete and minor modifications are expected. Deliverables for this submittal will include:
 - a. Plans
 - b. Bid Documents
 - c. Estimate of Probable Cost

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- III. Final (100%) Plans are fully developed and are ready for distribution to contractors. Deliverables for this submittal will include:
 - a. Plans
 - b. Bid Documents
 - c. Estimate of Probable Cost
- G. HLR will distribute electronic versions of deliverables to the Client's Project Manager for distribution to reviewers. Comments provided will be reviewed and necessary updates will be made. Disposition to comments will be provided at the next submittal. The disposition to comments will be provided based on how HLR received them:
 - I. Client provides a list of comments HLR will provide a formal disposition to comments in letter format.
 - II. Client provides comment on plan and/or bid document sheets HLR will provide written disposition to comments next to the comments provided by the Client in a different color.
- H. Increases to the number of submittals and reviews scheduled above may constitute additional work. Each milestone review listed above in Task 3 Item F includes responding to and modifying deliverables to 1 set of review comments. HLR will notify the Client if additional work is anticipated. If additional work is anticipated, HLR will not proceed until additional compensation is agreed upon in writing.
- Bidding Assistance HLR will provide the following services to aid the Client during the bidding process.
 - I. Attend a Pre-Bid Meeting
 - II. Answer Bidding Questions
 - III. Attend Bid Opening
 - IV. Prepare Tabulation of Bids
 - V. Prepare Award Recommendation Letter
- J. Answer Construction RFI's

TASK 4: STRUCTURAL ENGINEERING - Not Included

TASK 5: DRAINAGE ENGINEERING - Not Included

TASK 6: TRAFFIC ENGINEERING - Not Included

TASK 7: CONSTRUCTION ENGINEERING - Not Included

TASK 8: ENVIRONMENTAL SERVICES

A. Special Waste

- I. Clean Construction Demolition Debris (CCDD) Based on a cursory review of publicly available data, HLR anticipates that this project can be processed under the IEPA LPC 662 / IEPA LPC 663 / Waste Profile for Landfill Disposal. If during the formal project and environmental database review, that the project does not meet the assumed process, HLR will notify the client in writing and may require additional compensation.
 - a. IEPA LPC 662 The initial step will include an environmental database search

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for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to create a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application, if allowable by the nearest CCDD facility. The spoils generated from these sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval.

TASK 9: GEOGRAPHIC INFORMATION SYSTEMS (GIS) - Not Included

TASK 10: WATER WASTEWATER ENGINEERING - Not Included

TASK 11: PERMITTING

A. Kane County ROW Permit

HLR will submit a an application for a right-of-way (ROW) permit through the Kane County Division of Transporatation permits for work to be completed within the County's ROW. This application submittal requires a fee that is estimated at approximately \$450. HLR will notify the Client if the fee is in excess of this amount prior to submission of the permit application.

B. NPDES Permit

This task will include all application requirements relating to the NPDES permitting National Pollutant Discharge Elimination System (NPDES) Permitting and a Soil Erosion and Sediment Control (SE/SC) Plan will be required for this project. Any project disturbing over 1 acre of land will require an NPDES permit. HLR will prepare and submit the Notice of Intent (NOI) form, Stormwater Pollution Prevention Plan (SWPPP), and Notice of Termination (NOT) as required by this permit.

TASK 12: CONSULTATION AND COORDINATION

A. Meetings

- I. Kickoff Meeting Kickoff Meeting with Client and IDOT (assume 1 meeting).
- II. Progress Meetings (1)
- B. Monthly Status Report to Client
- C. Utility Coordination HLR will coordinate with utilities with determining their facility location, potential conflict determination, and resolution of those conflicts. The major work items under this task will include:
 - I. A J.U.L.I.E. Design Level Locate request will be submitted.
 - II. Project status letters will be prepared to the individual utility companies along with location map. In the event that federal funding will be used during construction, the client will provide HLR with their letterhead for transmittal to utilities.
 - III. HLR will verify the location of visible utilities identified on the atlas maps provided by the utilities. The location of underground utilities will be added to our base topography based on the information provided.
 - IV. HLR will review potential utility conflicts determined by the utility owner in regard to the proposed improvements. These locations will be discussed with the utility if relocation

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is not possible.

- V. Pre-final and Final plans will be sent to the utility companies. This submittal will include the location of known conflicts identified by the utilities.
- VI. HLR will review all utility permit request provided by the Client which are within the improvement limits to check that the relocations are consistent with coordination and the proposed improvements.
- VII. HLR will assist the Client in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements.
- VIII.Efforts to verify the accuracy of utilities located within the project limits will constitute additional work. The Client will be contacted to approve additional costs.
- IX. Efforts to revise the design of proposed improvements based on conflicts for which the utility is unwilling or untimely in their efforts will constitute additional work. The Client will be contacted to approve additional costs for the redesign.

TASK 13: QUALITY ASSURANCE AND PROJECT ADMINISTRATION

- A. Quality Assurance HLR will provide two internal quality assurance reviews prior to the Pre-Final submittal: one by a Professional Engineer experience with roadway design work and one by a Professional Engineer experienced with roadway construction.
- B. Project management and administration will last throughout the expected duration of the project.

Management and administration are necessary to ensure the successful completion of the project. The expected activities within this task include:

- Project schedule/progress monitoring
- II. Staffing, monitoring, including allocating staff as needed
- III. Budget monitoring
- IV. Document management
- V. Staff coordination
- VI. Invoicing
- C. Upon completion, this task also includes project close-out, which includes the delivery of the electronic files.
 - I. Submit necessary project files as requested by the Client.
 - II. Submit Final Invoice and project closure letter.

AGREEMENT UNDERSTANDINGS

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2025 Rates
PRINCIPAL	\$ 240.00
ENGINEER 6	\$ 220.00

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ENGINEER 5	\$ 200.00
ENGINEER 4	\$ 190.00
ENGINEER 3	\$ 175.00
ENGINEER 2	\$ 145.00
ENGINEER 1	\$ 130.00
STRUCTURAL 2	\$ 240.00
STRUCTURAL 1	\$ 200.00
TECHNICIAN 3	\$ 170.00
TECHNICIAN 2	\$ 140.00
TECHNICIAN 1	\$ 115.00
INTERN/TEMPORARY	\$ 70.00
LAND ACQUISITION	\$ 180.00
SURVEY 2	\$ 180.00
SURVEY 1	\$ 130.00
ENVIRONMENTAL 3	\$ 190.00
ENVIRONMENTAL 2	\$ 140.00
ENVIRONMENTAL 1	\$ 115.00
ADMINISTRATION 2	\$ 155.00
ADMINISTRATION 1	\$ 100.00

These rates will remain in effect through December 31, 2025. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2026.

At this time, we estimate the cost of our services will not exceed \$223,920. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name Cliff Ganek, P.E.
Title Village Engineer
Address 110 Mitchard Way

Algonquin, IL 60102

Office Phone 847.658.2700

E-mail cliftonganek@algonquin.org

For the Consultant:

Name Nick Piekarski, P.E. Title Principal in Charge

Address 1707 N Randall Road, Ste 100

Elgin, II 60123

Office Phone 847.697.6700 Cell Phone 630.440.6652

E-mail npiekarski@hlreng.com

Name Troy Strange, P.E. Title Project Manager

Address 380 N Terra Cotta Rd, Unit G

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Crystal Lake, IL 60012

Office Phone 847.697.6700 Cell Phone 815.904.2344

E-mail tstrange@hlreng.com

Confidential Communications

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have

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cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Design without Construction Administration

It is understood and agreed that the Consultant'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 for by the client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Hazardous Materials - Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its

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officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

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Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Quality Control

The Consultant agrees to maintain written quality control procedures for the general guidance of its staff in providing services under this Agreement. Such procedures may be modified by the Consultant from time to time as appropriate to the Consultant's professional practice. The Consultant shall utilize these quality-control procedures to the extent practicable in rendering services in accordance with the standard of professional care.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Schedule for Rendering Services

The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Supplanting of Former Consultant

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use of any documents prepared or provided by the Client or any prior consultant of the Client's. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the supplanting Consultant and that the Client has the right to provide such documents to the supplanting Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar

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days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

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PROPOSAL - PAVEMENT CORES

May 2, 2025

To: Nicholas Piekarski, PE, CFM
Design Engineering Manager
Hampton Lenzini and Renwick, Inc.
1707 N Randall Rd. Suite 100

Elgin, IL 60123

Re: Proposal – County Line Road

Resurfacing Algonquin, Illinois

Proposal No. Q25.268g

Via email: npiekarski@hlreng.com

Dear Mr. Piekarski,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide coring services for the above referenced project. Rubino received a request for proposal from Nicholas Piekarski, PE, CFM of Hampton Lenzini and Renwick, Inc. (HLR) via email on April 30, 2025.

PROJECT UNDERSTANDING

Rubino understands that the Village of Algonquin is planning to resurface County Line Road from Stonegate Rd to the Hanson St. County Line Rd is a County Road and will need a permit prior to work commencing.

Information received:

RFP Email from Nick Piekarski of HLR on April 30, 2025



Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide pavement coring on the planned

Rubino Engineering, Inc. • 425 Shepard Drive • Elgin, IL 60123 • 847-931-1555 • 847-931-1560 (Fax)

project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed core locations will be within existing paved areas and will therefore be accessible to a pickup truck.

Permit

County Line Rd is a county-maintained road and will require a permit prior to work commencing

Traffic Control

Rubino anticipates that traffic control will be necessary. Rubino will reach out to HLR to see if the City can provide traffic control. If they cannot, Rubino will subcontract a traffic control company to provide flaggers.

Core Locations

Rubino will locate the cores in the field by measuring distances from known, fixed site features.



Pavement Coring

To obtain data to evaluate subsurface conditions within the proposed pavement reconstruction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two foot diamond-bit core barrel in the pavement core locations.

NUMBER OF CORES W/SUBBASE THICKNESS DETERMINATION	Мах Дертн	LOCATION
4	2 feet below pavement surface	Alternating Lanes along County Line Road from Stonegate Rd to Hanson Rd

*BEG = below existing grade

Completion of Cores

Upon completion of sampling, the cores will be backfilled and capped with Quikrete. Some damage to ground surface may result from the coring operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the core holes are included.

It should be noted that over time, some settlement may occur in the core hole or the patch may be damaged by traffic or snow plows. If Rubino is requested to return to the site for the purpose of filling any holes that may have settled, additional time and material charges may apply.

CORE REPORT

Upon completion of field and laboratory work, Rubino will prepare a **Core Summary Report** using the collected data. The report will include the following:

- Summary of client-provided project information and report basis
- Core Location Plan
- Photo documentation of field conditions and core specimens
- Subbase stone thickness

An electronic copy of the report will be provided. The report will be addressed to Hampton Lenzini and Renwick, Inc.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 3 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Permit	8
Field work including site layout and coring	5
Preparation of the Field Report	5

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal results can be made to appropriate parties upon completion of the field investigation.

Rubino will need to receive a signed copy of this proposal intact prior to mobilizing.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lumpsum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Task	Unit Rate x Qty	Unit	Total
Permitting	\$ 200	Lump sum	\$ 200.00
Site Layout and Utilities	\$ 850	Per trip	\$ 850.00
Flagging	\$ 2,800 x ½	Per Day	\$ 1,400
Pavement Cores	\$ 240 x 4	Per core	\$ 960
Report Preparation	\$ 800	Lump sum	\$ 800
		Grand Total	\$4,210.00

Please see the attached fee schedule for additional unit rates for services requested after issuing the field report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

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

RUBINO ENGINEERING, INC. IS:

AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

Respectfully submitted,

RUBING ENGINEERING, INC.

Michelle A. Lipinski, PE

President

Prepared By:

Anthony Tomaras, PG anthony@rubinoeng.com

MAL/file

Attachments: Proposal Acceptance and Data Sheet

Schedule of Services and Fees

General Conditions

^{**}This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

	AGREED TO, THIS	DAY OF	, 20
	BY (please print):		
	COMPANY		
PR	ROJECT INFORMATION:		
1.	Project Name:		
2.	Project Location:		
3.		Purchase Order No.:	
4.	Project Manager:		
	Site Contact:		
6.			
	() Copies To:	() Copies To:	
	Atto		
	Attn:		
	Email:	Eman:	
	() Copies To:	() Copies To:	
	A44m.		
	Attn:	Au	
	Email:	Linan.	
7.	Invoicing Address:		
	Attn:		
	Email:		
	_	Or Previous Subsurface Information Ava	

Rubino Engineering, Inc. 2023 Schedule of Geotechnical Services & Fees

CORING SERVICES

Project Engineer/Manager	Per Hour	\$ 125.00
Staff Engineer	Per Hour	\$ 91.00
Material Tester 1 (Coring)	Per Hour	\$ 91.00
Coring Equipment (vehicle, Milwaukee core rig, generator)	Per Day	\$ 220.00

LABORATORY TESTING

Sieve Analysis (washed) Each \$ 85.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.

 Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or
- 3) after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
 - Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the
- 9) services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

ACORD.

Client#: 1171577

RUBINENG

CERTIFICATE OF LIABILITY INSURANCE

9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer any rights to the certificate noticer in field or such endorsement(s).					
PRODUCER	CONTACT Laurie Cloninger				
USI Ins Srvcs LLC Euclid-Prof	PHONE (AJC, No. Ext): 630 625-5219 FAX (AJC, No.): 610 537-4939				
2021 Spring Road, Suite 100 Oak Brook, IL 60523	E-MAL ADDRESS: AEcertificates@usi.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
312 442-7200	INSURER A: RLI Insurance Company	13056			
WSURED Purpling Standard Inc.	INSURER B : Pacific Insurance Company, Limited 10046				
Rubino Engineering, Inc.	INSURER C:				
425 Shepard Dr	INSURER D:				
Elgin, IL 60123	INSURER E:				
	INSURER F:				
	•				

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	NSR WV	D POLICY NUMBER	(MMIDD/YYYY)	(MM/DD/YYYY)	LIMIT	5
Α	X COMMERCIAL GENERAL LIABILITY		PSB0003777	09/01/2024	09/01/2025		s 1,000,000
1	CLAIMS-MADE X DCCUR					PREMISES (Ea occurrence)	s 1,000,000
1						MED EXP (Arry one person)	s 10,000
1						PERSONAL & ADV INJURY	s 1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 2,000,000
1	POLICY X PRO-					PRODUCTS - COMP/OP AGG	s 2,000,000
\vdash	OTHER	\perp					5
Α	AUTOMOBILE LIABILITY		PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
1	X ANY AUTO					BODLY NURY (Per person)	5
1	AUTOS ONLY SCHEDULED					BODLY INJURY (Per accident)	5
1	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	5
\vdash		\perp					5
Α	UMBRELLA LIAB X DCCUR		PSE0002142	09/01/2024	09/01/2025	EACH OCCURRENCE	\$5,000,000
1	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
\perp	DED RETENTIONS	\perp					5
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		PSW0002789	09/01/2024	09/01/2025	X PER STATUTE ER	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICERMEMBER EXCLUDED?					E.L. EACH ACCIDENT	s1,000,000
1	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	s1,000,000
\vdash	DESCRIPTION OF OPERATIONS below	\rightarrow					s1,000,000
В	Professional		83OH056719924	09/01/2024	09/01/2025	\$2,000,000 each clai	m/
	Liability					\$4,000,000 annual a	ggr.
\vdash							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space in required) Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER	CANCELLATION
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Idomas w Children

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GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligational to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants
- 6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

- 10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.
- 11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.
- 12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.
- 14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- **16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

1761 S. Naperville Road Suite 103

Wheaton · Illinois · 60189 Phone: 630.682.4650 345 W. Washington Avenue Suite 301

Madison · Wisconsin · 53703 Phone: 608.509.4151 77 W Wacker Drive Suite 4500

Chicago · Illinois · 60601 Phone: 312.422.1200

npiekarski@hlreng.com

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF:

Nicholas Piekarksi Design Engineering Manager Hampton Lenzini and Renwick, Inc.

1707 N. Randall Road

Suite 100

Elgin, IL 60123

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

County Line Road resurfacing project
Algonquin, Illinois
Roadway Improvements on the SWC County Line Road and Randall
Road and the SEC of County Line Road and Boyer Road
Four (4) affected parcels with Permanent Easements



May 2, 2025 Algonquin - HLR Page 2 Proposal For Professional Services Cont'd.

Owner	Address	Tax Parcel	Land Area(Ac)	Acquisition
Crystal Borrelli	7 Milbrook Court	03-06-201-000	9.76	PE
Jeanette Tomask	1507/1617 Millbrook Drive	03-06-202-000	2.52/3.58 (6.1)	PE
Algonquin LLC	1806 S. Randall Road	03-06-226-003	15.78	PE
MD9 Algonquin LLC	2509 N. County Line Road	03-06-206-001	1.43	PE

HLR will obtain Title Commitments and prepare Plats of Highway / Legal Descriptions for the parcels. The project has been reported to be Federally funded and therefore we will coordinate with the Bureau of Land Acquisition of the Illinois Department of Transportation.

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Inspection of the subject properties and surrounding area; research with respect to the subject property; market data research; analysis of the subject parcels and the market data; provide an opinion of total compensation for each parcel in connection with the proposed permanent easements on the subject properties. Preparation of an appraisal report for each property.

HLR DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of the assignment will be:

(30) thirty days or sooner from the date of acceptance and return of this executed proposal and receipt of the Plats, Title Reports and Legal descriptions.

The fees for these services will be as follows:

Phase I - Appraisal - \$11,000 (\$2,750 per parcel)

The above fees are only applicable during the current calendar year. In the event time is expended in subsequent years as part of this agreement, the hourly rates will reflect future increases.

May 2, 2025 Algonquin - HLR Page 3 Proposal For Professional Services Cont'd.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

Company:			
Contact Person: _			
Title:			
Address			
City, State, Zip			
Telephone #			
Email:			

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF (-0-) NONE REQUIRED, with the balance of the recited fees to be paid AS BILLED, HLR does hereby confirm the above terms and conditions in addition to accepting those standard CONTINGENT AND LIMITING CONDITIONS attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

This proposal is valid for (21) twenty-one days from the date affixed by POLACH APPRAISAL GROUP, INC. It is understood that work will only commence on this assignment upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.

Mark K. Polach Date May 2, 2025

POLACH APPRAISAL GROUP, INC.

_____ Date:

Nick Piekarski, PE, CFM

HLR - Design Engineering Manager

CONTINGENT AND LIMITING CONDITIONS

Exhibit A

It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description, if included in any report, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. We assume improvements in the area appear to be structurally sound. It, therefore, is assumed that soil and subsoil conditions are stable unless specifically outlined.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others are believed correct; however, no guarantee is made in that the appraiser did not personally measure same.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired. Further, this report does not consider the potential ramifications due to the presence of Underground Storage Tanks (UST) or the possible environmental impact due to leakage and/or soil contamination, if present.

It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and, therefore, must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream had been predicated upon financing conditions as specified in the report, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

Stabilized expenses shown in the income capitalization approach, if used, are projections, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.

The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates plus expenses.

All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

Unless otherwise noted, it is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

This report should not be used or relied upon by any other party except the client to whom the report is addressed. Any party who uses or relies upon any information in the report without the preparer's written consent, does so at his own risk. The Appraiser/consultant responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

A signatory of this appraisal report is a member or affiliate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute, or to the MAI, SRA, or SRPA designations.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: April 29, 2025

TO: Tim Schloneger, Village Manager

FROM: Vince Kilcullen General Service Superintendent

SUBJECT: Pavement Marking Bid - Paint

Bids were opened on April 14, 2025 for contracted service for paint pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Division of Transportation. The joint bid included Algonquin Township, Dorr Township, McHenry County Division of Transportation, as well as the communities of Algonquin, Huntley, Lakewood, Crystal Lake, and McHenry.

There were 2 bidders on the project with America's Parking Remarking, coming in as the low bid at \$672,290.70 combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$75,170.30. \$100,000.00 is budgeted in the new FY 2025/26 budget in the General Services Street Maintenance Fund for pavement marking services to be used for paint markings.

4" line (combination of white & yellow)	169,397.5 linear feet x \$0.10 =	= \$16,939.75
6" line (combination of white & yellow)	12,194.3 linear feet x $$0.50 =$	\$6,097.15
12" line (combination of white & yellow)	11678.5 linear feet x $$3.00 =$	\$35,035.50
24" line (combination of white & yellow)	2875.3 linear feet x $$3.00 =$	\$8,625.90
Letter and symbols (white)	2824 square feet x \$3.00 =	\$8,472.00
TOTAL		\$75,170.30

America's Parking Remarking had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid.

Money has been budgeted in the General Services Street Maintenance Fund to pay for this service. 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 America's Parking Remarking to perform painting services for the 2025/26 fiscal year in the amount of \$75,170.30.



Local Public Agency Material Proposal or Deliver & Install Proposal

Proposal Submitted By:		***************************************		
Contractor's Name				
America's Parking Remarking				
Contractor's Address	City	State Zip Code		
1060 Vondera Ave	Union	MO <u>63084</u>		
STATE OF ILLINOIS				
Local Public Agency	County	Section Number		
McHenry County Division of Transportation	McHenry	25-00000-10-GM		
Street Name/Road Name		Type of Funds		
Various County, Township, Village, City Streets & Local	Agency Parking Lots	non-MFT & MFT		
Material proposal Deliver and Install Proposal Plans				
For a County and Road District Project	For a	Municipal Project		
Submitted/Approved	Submitted/Approved/Passed			
Highway Commissioner Signature & Date	Signature & Date			
	Official Title			
Submitted/Approved				
County Engineer/Superintendent of Highways Signature & Date				
JRKorpalski Digitally signed by: JRKorpalski DN: CN = JRKorpalski OU = IHighway, HighwayUsers Date: 2025.03.19 10:37:14 -05'00'	Departm	ent of Transportation		
	Released for I	bid based on limited review		
County Francisco	Regional Engineer Signa	ture & Date		
County Engineer				
On behalf of IDOT pursuant to Agreement of Understanding dated March 4, 2005				

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Pu	ublic Agency	County	Section	n Number			
McHen	nry County Division of Transportation	McHenry	25-00	000-10-GM			
	NOTICE T	O BIDDERS					
Saalad w			Division of T	ransportation			
sealed p	proposals for the project described below will be received at t	The office of Morrority County	Name of Office	anoportation			
16111	Nelson Road Woodstock, IL 60098	until 10):00 am (on 04/14/25			
	Address		Time	Date			
	and proposal forms will be available in the office of						
https://	/www.mchenrycountyil.gov/departments/transport	ation/doing-business					
2. 😿 Pre	equalification						
all u	necked, the 2 low bidders must file within 24 hours after the louncompleted contracts awarded to them and all low bids penderoriginal shall be filed with the Awarding Authority and one o	ding award for Federal, State, Co	unty, Municipal a				
3. The	The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.						
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- 2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- 3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- 4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

supplemental specifications attached hereto.

Loc	al Public Agency	County	Section Number				
Mc	Henry County Division of Transportation	McHenry	25-00000-10-GM				
5.	Each pay item should have a unit price and a total price. If no total the unit price multiplied by the quantity, the unit price shall govern quantity in order to establish a unit price. A bid will be declared un	. If a unit price is omitted, the t	total price will be divided by the				
 A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached. 							
	If a bid bond is allowed or required, Department form BLR 12230 c made payable to: Donna M. Kurtz The amount of the check is 5% Bid Bond		County, IL				
	Attach Cashier's Check of In the event that one proposal guaranty check is intended to cove sum of the proposal guaranties which would be required for each in another bid proposal, state below where it may be found.	r two or more bid proposals, th	ne amount must be equal to the proposal guaranty check is place				
	The proposal guaranty check will be found in the bid proposal for	Section Number).				
	Discounts will be allowed for payment as follows:	calendar days	calendar days				
	Discounts will not be considered in determining the low bidder Bidder By	Title					
		THO					
	Address	City	State Zip Code				



Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	25-00000-10-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
	Paint Pvt Mkgs - Line 4"		ft	4758628	.10	475,862.80
	Paint Pvt Mkgs - Line 6"		ft	75747	.50	37,873.50
	Paint Pvt Mkgs - Line 8"		ft	527	1.00	527.00
	Paint Pvt Mkgs - Line 12"		ft	32210	3.00	96,630.00
	Paint Pvt Mkgs - Line 24"		ft	9699	3.00	29,097.00
	Paint Pvt Mkgs - Ltrs & Sym		sqft	10766.8	3.00	32,300.40
-						
<u> </u>						

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

(36) Comot &	4-10-25			
Address		City	State	Zip Code
1060 Vondera Ave.		Union	Mo	63084

Bidder Signature & Date



Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	25-00000-10-GM
WE, America's Parking Remarking, LLC		as PRINCIPAL, and
Pennsylvania Insurance Company severally and firmly bound unto the above Local Public Agency (hereafter referred price, or for the amount specified in the proposal documents in effect on the date bind ourselves, our heirs, executors, administrators, successors, and assigns, joinstrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS proposal to the LPA acting through its awarding authority for the construction of THEREFORE if the proposal is accepted and a contract awarded to the and the PRINCIPAL shall within fifteen (15) days after award enter into a formal performance of the work, and furnish evidence of the required insurance coverage and Bridge Construction" and applicable Supplemental Specifications, then this full force and effect. IN THE EVENT the LPA determines the PRINCIPAL has failed to enter requirements set forth in the preceding paragraph, then the LPA acting through it recover the full penal sum set out above, together with all court costs, all attorned IN TESTIMONY WHEREOF, the said PRINCIPAL and the said States.	ed to as "LPA") in the penal sure of invitation for bids, whicheven intly pay to the LPA this sum used. SUCH that, the said PRINCIP, the work designated as the ab PRINCIPAL by the LPA for the contract, furnish surety guarange, all as provided in the "Standbligation shall become void; of into a formal contract in compass awarding authority shall imported.	rer is the lesser sum. We under the conditions of this ander the conditions of this all is submitting a written ove section. The above designated section atteeing the faithful dard Specifications for Road otherwise it shall remain in the liance with any mediately be entitled to of recovery.
respective officers this 14th of April, 2025 Day Month and Year Principal		
^ '	npany Name	
America's Parking Remarking, LLC		
Signature & Date Sign	ature & Date	
By: 4/14/2025 By: Title		
(If Principal is a joint venture of two or more contractors, the company names, an affixed.)	d authorized signatures of eac	h convactor must be
Name of Surety		SEAL STATES
Pennsylvania Insurance Company	ature of Attorney-in-Fact Sign	hise & Date
STATE OF Tennessee	Wieffer - am Reidinger	April 14, 2025
L. Casaidy Kally	io in and for said security delice	and the second second
, a Notaly Fubi	ic in and for said county do he	reby certify that
Insert names of individuals signing on behalf of P) who are each personally known to me to be the same persons whose names are PRINCIPAL and SURETY, appeared before me this day in person and acknowled	subscribed to the foregoing in:	strument on behalf of
ristruments as their free and voluntary act for the uses and purposes therein set f	orth.	
Given under my hand and notarial seal this 14th day of Apr Day Month	l, 2025 and Year	
(SEAL of required by the LPA) STATE OF TENNESSEE NOTARY PUBLIC PUBLIC PORTION COMMISSION EXPIRES 3-9-001	Notary Public Signature & Cass Co. Date commission expir	Hel

Local Public Agency						County	Section Number							
МсН	McHenry County Division of Transportation						McHenry	25-00000-10-GM						
										=ELI	ECTR	IIC BID BO	ND =	
□ E	lectro	nic i	oid bic	ond is	allo	wed (box	must	be ch	necke	d by	A if electro	nic bid bond is allowed))
electi Princ of two ventu	ronic b ipal ar o or m	oid bo nd Su ore o	ond ID irety a contra	code ore fire ctors,	e and mly bo an el	signin ound	ng be unto	low, to the Li	he Pri PA un	ncipa der th	l is er e cor	ing the ider ons of the t //Bidder nar	ntified electronic bid bond old bond as shown above	Bid Bond Form. By providing an has been executed and the . (If PRINCIPAL is a joint venture affixed for each contractor in the
												Sig	gnature & Date	

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. TSBA 0823

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint: William Reidinger

Bond No: Bid Bond

Principal: America's Parking Remarking, LLC

Obligee: McHenry County Division of Transportation

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate scal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvanja Insurance Company

By

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS SS:

County of Douglas,

On this 16th day of August A.D. 20 23, before mea Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the scal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska LINDA S. DAVIS My Comm. Exp. September 1, 2027

(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of April , 2025.

Jeffrey A. Silver, Secretary



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
McHenry County Div of Transportation	McHenry	Various	25-00000-10-GM
All contractors are required to complete the fo			
For this contract proposal or for all bidding gro			
For the following deliver and install bidding gr	oups in this mater	ial proposal.	
Illinois Deportment of Transportation nation advantage	had in accordance	with the manifeles of the Illinois 112-b	O - d
Illinois Department of Transportation policy, adopt to be awarded to the lowest responsive and respot to all other responsibility factors, this contract or diparticipation in apprenticeship or training program	onsible bidder. The eliver and install p s that are (1) app	e award decision is subject to approve proposal requires all bidders and all bid roved by and registered with the Unite	al by the Department. In addition dder's subcontractors to disclose d States Department of Labor's
Bureau of Apprenticeship and Training, and (2) are required to complete the following certification	oplicable to the wo	ork of the above indicated proposals of	r groups. Therefore, all bidders
Except as provided in paragraph 4 below, the u	ndersigned bidde	r certifies that it is a participant, either	as an individual or as part of a
group program, in an approved apprenticeship or its own employees.	training program	applicable to each type of work or craft	t that the bidder will perform with
 The undersigned bidder further certifies, for wo time of such bid, participating in an approved, app performance of work pursuant to this contract, esta work of the subcontract. 	licable apprentice	ship or training program; or (B) will, pr	ior to commencement of
3. The undersigned bidder, by inclusion in the list Certificate of Registration for all of the types of work employees. Types of work or craft that will be subd	rk or crafts in which contracted shall be	ch the bidder is a participant and that v e included and listed as subcontract w	vill be performed with the bidder ork. The list shall also indicate
any type of work or craft job category for which the	ere is no applicable	e apprenticeship or training program a	valiable.
Painters Dist. Council #58			
	-		
 Except for any work identified above, if any bidd- nstall proposal solely by individual owners, partner would be required, check the following box, and ide 	rs or members an	d not by employees to whom the paym	nent of prevailing rates of wages
he requirements of this certification and disclosure	are a material pa	art of the contract, and the contractor s	shall require this certification
rovision to be included in all approved subcontract ach type of work or craft job category that will be u	is. The bidder is i itilized on the proj	esponsible for making a complete replect is accounted for and listed. The D	ort and snall make certain that epartment at any time before or
fterward may require the production of a copy of e	ach applicable Ce	ertificate of Registration issued by the	United States Department of
abor evidencing such participation by the contractor hall not be necessary that any applicable program mployment during the performance of the work of the	sponsor be curre	ntly taking or that it will take application	he participation requirement, it ns for apprenticeship, training o
idder	op go soannaoi og ge	en de la companya de La companya de la co	
obby Penick Jr		Signature & Date	
itle			1/ 4-10-25
ranch manager		Los (mo	11/1 7-10:00
ddress		City	State Zip Code
060 Vondera Ave		Union	MO 63084



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
McHenry County Div of Transportation	McHenry	Various	25-00000-10-GM
Bobby Penick Jr	of Union	City of Affiant	Missouri ,
being first duly sworn upon oath, state as follows:		, , , , , , , , , , , , , , , , , , ,	
1. That I am the Branch Manager Officer or Position	of Americ	ca's Parking Remarking	_'
2. That I have personal knowledge of the facts he	rein stated.	Bludei	
3. That, if selected under the proposal described a	above, America's P	arking Remarking , will m	aintain a business office in the
State of Illinois, which will be located in Carroll		y, Illinois.	
 That this business office will serve as the prima this proposal. 	County ry place of employment	for any persons employed in the co	enstruction contemplated by
5. That this Affidavit is given as a requirement of s	state law as provided in S	Section 30-22(8) of the Illinois Proc	urement Code.
		Signature & Date	
			1
		[Wog [mor)	
		Print Name of Affiant	
		Bobby Penick Jr	
	9		
Notary Public			
State of MO			
County Franklin			
Signed (or subscribed or attested) before me on _	4/8/2025	ру	
Signed (or subscribed of attested) before the on-	(date)	у	
Bubby tenick Dr	e/s of person/s)		, authorized agent(s) of
America's Parking Remarking,	LLC		
	HINGELIC - NO		
	2/28/2028 O		
11111 NO	Jacquelynn Yvonne Toman	Notary Public Signature	& Date
NON STA	St. Louis County	Meguele Vin	me lan
	A Commission # 0	7	2/28/28
(SEAL)	MISHING MISHING	My commission expires	20100
and the second s			



Affidavit of Availability

For the Letting of 04/25/25

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, IL 62764 Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	ADAMS CO				OGLE CO	
Contract With	IDOT (1039)				IDOT	
Estimated Completion Date	09/30/25				9/26/25	
Total Contract Price	\$34,247				\$60,190	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$34,247				\$60,190	\$94,437
Uncompleted Dollar Value if Firm is the Subcontractor						\$1,305,939
				To	tal Value of All Work	\$1,400,376

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases, Surfaces					
Highway, R.R., Waterway Struc.					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Temp striping (tape or paint)					\$78,009
Pavement Marking Removals					\$128,048
Perm Tape					\$13,700
Rumblestrips					
TC&P					
Pavement Markings (Paint)	\$34,247			\$60,190	\$94,437
Thermoplastic					\$328,918
Modified Urethane					\$406,849
Grooving for Pavement Marking					\$227,780
Mobilization					\$122,635
Totals	\$34,247			\$60,190	\$1,400,376
Displacure of this information is DEOL	UDED (")	 411 1 1 4	- (III)!- D	1 O 1 - 11 F - 11 1 -	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	n/a				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted		-			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					8 -
Type of Work					
Subcontract Price					
Amount Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director		
BJ PENICK		
Title		
BRANCH MANAGER		
Signature	Date	
fall Court /	3/31/8	25
Company		
America's Parking Remarking		
Address		
1060 Vondera Ave.		
City	State Zip Code	
Union	MO 63084	

Subscribed and sworn to before me this 3 day of March, 2025
Signature of Notary Public)
My commission expires 2 28 202 8
Expires 2/28/2028
Jacquelynn Yronne Toman A St. Louis County
Commission #earling for MISA

Add pages for additional contracts

McHenry County Division of Transportation Bid Tabulation

Paint Pavement Markings 25-00000-10-GM 4/14/2025 @ 10:00 am

Item No			Engineer's Estimate			America's Parking Remarking		Precision Pavement Markings	
	Items	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Paint Pvt Mkgs-Line 4"	ft	4,758,628	\$0.14	\$666,207.92	\$0.10	\$475,862.80	\$0.11	\$523,449.08
2	Paint Pvt Mkgs-Line 6"	ft	75,747	\$0.65	\$49,235.55	\$0.50	\$37,873.50	\$0.60	\$45,448.20
3	Paint Pvt Mkgs-Line 8"	ft	527	\$0.70	\$368.90	\$1.00	\$527.00	\$0.65	\$342.55
4	Paint Pvt Mkgs-Line 12"	ft	32,210	\$3.15	\$101,461.50	\$3.00	\$96,630.00	\$2.95	\$95,019.50
5	Paint Pvt Mkgs-Line 24"	ft	9,699	\$4.10	\$39,765.90	\$3.00	\$29,097.00	\$3.90	\$37,826.10
6	Paint Pvt Mkgs-Letters & Symbols	sq ft	10,766.8	\$4.10	\$44,143.88	\$3.00	\$32,300.40	\$3.80	\$40,913.84
	TOTAL				\$901,183.65		\$672,290.70		\$742,999.27

Low Bid

Bidders

America's Parking Remarking
Precision Pavement Marking, Inc.

1060 Vondera Ave

Union, MO 63084

1220 Bell Court Pingree Grove, IL 60140

	VIL	LAGE OF ALG	ONOUIN PURCHA	SE AGREEMENT - V	ENDOR (Services)			
Effective Date:		, 20 25		Purchase Order No				
Project: Paint Pavement Marking			Location: Through out town					
Originating	Department:							
	Owner Consult				endor Developer			
Village of A	laonauin		Name: America's Parking	Remarking				
	Mitchard Way, Algono	uin IL.	Address: 1060 Vondera Ave. Union, MO. 63084		(where applicable)			
Phone: 847-69	58-1284		Phone: 636-209-2971					
Fax:			Fax:		Phone:	Phone:		
Contact: vin	cekilcullen@algonquin	.org	, , , , , ,		Fax: Contact:			
COST OF W		W114b.	Purchase Agreemen	A *				
н Ge н Pl	Work/items deneral Contrac ans dated :	t, dated	, 20 нSp	ldendum No(s):	specifications: , date	.d, 20		
The Scope of	f the Work an	d prices under th	is Purchase Agreem	ent are for the duration	on of project:			
QUANTITY	UNIT OF MEASURE		DESCRIPTION/IT	ГЕМЅ	CONTRACT SUM	EXTENSION		
1	Paint Linear & SF	Pı	rice for paint pavement marking	\$ 75,170.30 NOT TO EXCEED	\$ 75,170.30			
					TOTAL	\$ 75,170.30		
Payment 2) No work Consulta Sum, at v	is based upon beyond the SC nt/Vendor shal which point the nt/Vendor Serv	the attached Sched COPE OF WORK I notify the Owne Owner, Develope	dule of values and rei shall be undertaken u r when the value of th er and Consultant/Ver	mbursables. ntil written authorization ne Services performed endor shall determine the	Consultant/Vendor and the on is received from the O quals eighty percent (80% time remaining on the P per escrow account regar	wner. %) of the Contract Project for which		
Consultant/V FULLY IND PAYMENT (attached here THE TERM	endor agrees to EMNIFY AND OF ANY OBLI to.	O SAVE THE OW GATIONS ARIS URCHASE AGR	and efforts of a profe NER HARMLESS F ING THEREUNDER EEMENT AND TH	ROM ALL CLAIMS, I , pursuant to the provis E ATTACHED SUPP	area. CONSULTANT/V LIENS, FEES, AND CHA ions in the Supplemental LEMENTAL CONDIT R. No payment will be	ARGES, AND THE Conditions IONS ARE THE		
		eement is signed,	and dated and retur	rned to the Owner. M	aterial certifications/tes			
		<u>A0</u>	CCEPTANCE OF PUI	RCHASE AGREEMENT	<u>Ľ</u>			
	ovisions herein				o hereby agree to the ful xecuted this Purchase Agr			
CONSULTANT/VENDOR:				OWNER: Village of Algonquin				
				By:				
	resentative of V	endor authorized t	0	Title: Village President				

Dated:____

Revision Date: December 31, 2009

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. <u>Amendment, Modification or Substitution</u>: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications: Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. <u>Safety</u>: Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders: No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- **6.** <u>Inspection and Acceptance</u>: The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes: This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.
- 8. Payment: The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty: Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

- 10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.
- 10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.
 - 10.3 Breach of this paragraph is a material breach subject to immediate termination.
- 11. <u>Indemnity</u>: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.
- 12. <u>Term and Termination</u>: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.
- 13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.
- 14. <u>Compliance With Laws</u>: During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.
- **15.** <u>Notices</u>: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.
- 16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.
- 17. <u>Assignment</u>: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

- **18.** <u>Limitation Of Liability</u>: In no event shall the Owner by liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.
- 19. <u>Waiver</u>: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.
- 20. <u>Controlling Law, Severability:</u> The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

CONSULTANT/VENDOR:		
	Date	

VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS

A.	At all times	while providing,	performing	, or comple	ting the Worl	k, Contract	or
(Contra	ctor/Vendor	and Vendor/Con	sultant) shal	ll maintain 1	the following	minimum	insurance
coverag	ge in the form	n, and from comp	oanies, accep	table to Ov	vner.		

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

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

2. Commercial Automobile Liability Insurance

Limits: Each Occurrence \$1,000,000

3. Workers Compensation/Employers Liability Insurance

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

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

4. Umbrella Excess Liability Coverage Required if an "x"

Limits: Each Occurrence and in the aggregate \$2,000,000

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

5. **Professional Liability Coverage** (required if professional services are being provided)

Limits: Each Occurrence \$1,000,000

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

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

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

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No		This is SCHEDULE B, consisting of pages, referred to in and part of the Village of Algonquin Purchase Agreement (Vendor/Services)		
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Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

Page 1 of 2
Insurance Schedule –Vendor Services

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Evidence of Insurance.

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

General Insurance Provisions

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

Page 2 of 2 Insurance Schedule –Vendor Services

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	This is SCHEDULE D , consisting of pages, referred to in and part of the Village of Algonquin Purchase Agreement (Vendor/Services) No effective, 20
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VILLAGE OF ALGONQUIN



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

DATE: May 6, 2025

TO: Tim Schloneger, Village Manager

Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Cary Standpipe-Renovation and Maintenance

In the Villages water distribution system, our inventory includes seven elevated water tanks. Following comprehensive inspections, we have systematically evaluated each tank to prioritize our rehabilitation schedule based by its overall condition.

To date, the Countryside Standpipe, Copper Oaks Tower, and Huntington Standpipe have been successfully renovated. This year, we are focusing on the Cary Standpipe. Plans include restoring it to baseline condition and incorporating it into our annual maintenance program, with budget allocations set for the following year.

Utility Service Co., Inc., recognized as a leader in potable and industrial water tank maintenance across America, offers extensive solutions for water quality management. Their expertise spans active water mixing systems to tank cleaning, underscoring a commitment to exceptional water quality standards. Over the past four years, Utility Service Co., Inc. has remarkably renovated three of our tanks, both aesthetically and structurally, thereby enhancing their longevity and reliability.

Currently, the Water and Sewer Improvement Fund (Infrastructure Maintenance) has allocated \$905,000.00 for the Cary Standpipe project. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Cary Standpipe renovation with mixing system installation in the amount of \$564,099.00 to Utility Service Co., Inc.





Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Village of Algonquin

Algonquin, IL

Tank Size/Name: 230,000 Gallon Standpipe - Cary Road Tank

Location: 1091 Cary Road

Date Prepared: May 1, 2025

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **Village of Algonquin, whose business address is 2200 Harnish Drive, Algonquin, Illinois 60102** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

- 1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its 230,000 gallon water storage tank located at 1091 Cary Road, Algonquin, Illinois 60102 (corner of Cary Road and Beach Way) (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:
 - a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation, interior wet renovation, repairs and mixing system installation prior to the end of Contract Year 1.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
 - b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
 - c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
 - d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.

- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Illinois** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.
- j. Mixing System Installation and Service.
 - 1. The Company shall install an active mixing system in the Tank.
 - 2. The particular unit that will be installed in the Tank is a NSF Approved PAX 100/105 active mixing system along with its component parts.
 - 3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
 - 4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.B shall be followed in this circumstance.

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- 2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The Annual Fee for Contract Year 1 shall be \$564,099.00. The Annual Fee for Contract Year 2 shall be \$25,439.00. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.
- 3. Payment Terms and Late Charges.
 - a. The Annual Fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion of exterior renovation**, **interior wet renovation**, **repairs and mixing system installation in Contract Year 1**.
 - b. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on May 1 of each Contract Year thereafter.
 - c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. Any late fee will be 1.5% per month.
- 4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.
- 5. Structure of Tank, Tank Site Conditions, and Modifications.
 - a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
 - b. Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.
 - c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.
- 6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of

the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s). The Owner shall be responsible for trimming the trees back from the tank prior to the renovations.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on renegotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

- 7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, except for the initial renovation; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.
- **8. Force Majeure.** If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, to include tariffs, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, (xiv) supply chain disruptions, or (xv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination.

- a. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:
 - i. pays each Annual Fee to the Company in accordance with the terms herein, and
 - ii. does not terminate the Contract pursuant to the terms of this Section.
- b. This Contract is subject to termination by the Owner only at the end of the thencurrent Contract Year if written notice of intent to terminate is received by the
 Company at least ninety (90) days prior to the first day of the upcoming Contract
 Year. If the notice of intent to terminate is not received at least ninety (90) days prior
 to the first day of the upcoming Contract Year, this Contract shall renew for an
 additional Contract Year and expire at the end of the upcoming Contract Year. In
 such an event, the Owner agrees that it shall be responsible to pay the Annual Fee
 for the upcoming Contract Year. The notice of intent to terminate must be sent by
 certified mail, with return receipt requested, to Utility Service Co., Inc., Attention:
 Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three
 (3) authorized voting officials of the Owner's governing body (e.g., commission or
 council). Notice of intent to terminate cannot be delivered electronically or verbally
 (e.g., email, text, phone call, etc.).
- **10. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.
- 11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.
- **12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.
- **13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.
- **14. Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas

inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

- **15. Excessive Inflation**. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.
- **16. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.
- **17. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:	COMPANY:
Village of Algonquin	Utility Service Co., Inc.
By:	Ву:
Title:	Title: Chief Operating Officer
Print Name:	Print Name: Jonathan Cato
Date:	Date: May 5, 2025
Witness:	Witness: Lara A. Jawnsend
Seal:	Seal: SEAL ORGI Page 6 of 8 © 2025 Utility Service Co., Inc.

Initial Upfront Renovation Specifications

<u>Year 1</u>

Exterior

- 1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
- 2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- 3. A containment system shall be utilized to meet the emission control requirements of a Class 4A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 2021.
- 4. One (1) full primer coat of Tnemec Series 93 or equivalent zinc coating shall be applied to 100% of exterior surfaces at the manufacturer's recommended thickness.
- 5. One (1) full intermediate coat of Tnemec Series N69 epoxy or equivalent coating shall be applied to 100% of exterior surfaces at the manufacturer's recommended thickness.
- 6. One (1) full finish coat of Tnemec Series 1095 urethane or equivalent coating shall be applied to 100% of exterior surfaces at the manufacturer's recommended thickness.
- 7. Install new logos.
- 8. Paint all concrete foundations.

Repairs

- 1. Install overflow pipe and screen assembly.
- 2. Install ladder gate.
- 3. Install cable safety climb device.
- 4. Install 24" pallet style roof vent.
- 5. Install 30" manway.
- 6. Remove the cathodic protection system.

Mixing System

1. Install a PAX PWM100 and PCC105

Interior

- 1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
- 2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- 3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. <u>Primer Coat:</u> One [1] complete coat of Tnemec Series 93 H2O zinc or equivalent zinc shall be applied to 100% of the interior surfaces at the manufacturer's recommended coating thickness.
 - b. <u>Finish Coat:</u> One [1] complete finish coat of Tnemec Series 21 epoxy or equivalent epoxy shall be applied to 100% of the interior surfaces at the manufacturer's recommended thickness.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
- 4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).

6. (The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive disposed of properly. The Tank shall be sealed and made ready for service.	State. shall be
		Page 8 of 8



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

- MEMORANDUM-

DATE: May 7, 2025

TO: Tim Schloneger, Village Manager

Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Load, Transport and Land Application of Biosolids

We are seeking the support of the Committee of the Whole and Village Board to execute a professional services agreement with Synagro Central, LLC to provide transportation and land application of the approximately 3,800 square cubic yards of biosolids produced annually by our Wastewater Treatment Facility. Per the Agreement, the unit cost will be \$37.50 per square cubic yard of biosolids for year 1 and year 2. Based on our last year rate of production, we can expect an annual expenditure of \$150,000.00. (Please note: The price per cubic yard was adjusted on January 1, 2024 since now prevailing wage is included for hauling and transportation of biosolids). The Sewer Division has \$200,000.00 budgeted for FY25/26 as noted in Account 07800400-42262 of the Sewer Division's Operations & Maintenance Budget. Additional funds are to accommodate for harsh winter operations, frozen farm fields, and the necessity to dispose of biosolids by landfill rather than by land application to farm fields. Added disposal costs may include tipping fees at the landfill as well as a fuel surcharge if the price of Retail On-Highway Diesel exceeds \$5.50 per gallon. For every \$.05/gallon over \$5.50/gallon we would see an increase of .5% added to the base price of \$37.50. We fully expect to be within the approved budget for biosolids disposal.

Synagro is very aware of the Villages requirements and operations. Therefore, it is the recommendation of Public Works to move forward in the execution of this Agreement, for a term of two years.



April 22, 2025

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

RE: Load, Transport and Land Application of Biosolids

Mr. Schutz & Mr. Hall

Synagro is pleased to submit this proposal for the loading, transportation, and land application of biosolids for the Village of Algonquin, Illinois. The new pricing is as follows and effective June 1, 2025.

Price:

- *Year 1: The* Cubic Yard Price shall be \$37.50 per cubic yard of material.
- **Year 2: The** Cubic Yard Price shall remain \$37.50 per cubic yard of material.

Prevailing Wage: Price reflects current prevailing wage rates.

Disposal: Price does not include transportation to landfill or landfill tip fees

Fuel: Prices shall be adjusted monthly for a fuel surcharge to reflect any increased change in diesel fuel prices beyond \$5.50 per gallon (see attached).

Terms: Definitive payment terms (30 days), relief for force majeure/uncontrollable circumstances, change in law, and compensation for early termination may apply.



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

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

Sincerely,

Will Walker

Will Walker Synagro Area Sales Manager

Cell: 224-242-0666

Email: wwalker@synagro.com



Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – PADD 2) is at, or exceeds, \$5.50 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – PADD 2 as published by the U.S. Department of Energy's Energy Information Administration for PADD 2 and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$.0149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE: Base Price = \$5.50 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$5.50 (Base Price)	None
\$5.51 - \$5.549	0.5 %
\$5.55 - \$5.599	1.0 %
\$5.60 - \$5.649	1.5 %

