

AGENDA
COMMITTEE OF THE WHOLE
July 11, 2017
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Sosine – Chairperson
Trustee Spella
Trustee Jasper
Trustee Brehmer
Trustee Glogowski
Trustee Steigert
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider Road Closure of Route 62 for Founders’ Days Parade, July 29, 2017
 - B. Consider the Purchase of Pump Assemblies to Replace the Rotating Assemblies on Raw Sewage Pumps 101 and 104 from Flow-Technics, Inc.
 - C. Consider an Agreement with AES for Design Build Services for the Spella Park Pollinator Project
6. **Executive Session**
 - A. Collective Bargaining
7. **Other Business**
8. **Adjournment**



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: June 9, 2017
TO: Tim Schloneger, Village Manager
FROM: John A. Bucci, Chief of Police
SUBJECT: Resolution for Road Closure: Founders Days

Attached is the Resolution for Road Closure required by the State of Illinois in order to close a section of IL Route 62 for the Founders Parade on Saturday, July 29, 2017. This resolution, after it has been passed by the Board, signed by John Schmitt and attested to by the Village Clerk, Jerry Kautz, is returned to the Police Department. We will forward it to the Illinois Department of Transportation to obtain their written permission for this road closure.

**A RESOLUTION REQUESTING
PERMISSION FOR TEMPORARY LANE REDUCTION OF A STATE HIGHWAY**

WHEREAS, the VILLAGE OF ALGONQUIN permits a Founders' Day Parade in the Village of Algonquin, and

WHEREAS, the Parade will require the temporary closure of the eastbound lanes of traffic on IL Route 62 in the Village of Algonquin, and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation ("Department") to issue permits to local authorities to temporarily close portions of State Highways for public purposes;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, that permission to close the eastbound lanes of traffic on Illinois Route 62 from Longwood Drive to Main Street with traffic on Illinois Route 62 reduced to one way in each direction using the westbound lanes of traffic from 10:00 a.m. to 2:00 p.m. on Saturday, July 29, 2017, be requested of the Department.

BE IT FURTHER RESOLVED, that if such permission is granted by the Department, the Village of Algonquin assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State Highway. And it is further agreed that the efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted.

(Detour markings will conform to the requirements of the Manual of Uniform Traffic Control Devices.)

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this Resolution.

Dated this _____ day of _____ 2017.

(Seal)

Attest:

Approved:

Village Clerk, Gerald Kautz

Village President, John Schmitt




VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *June 22, 2017*

TO: *Robert Mitchard, Public Work Director*

FROM: *Ed Brown, Chief Wastewater Operator* 

SUBJECT: *Raw Sewage Pump Assembly Replacement*

I have included in the FY18 Budget the cost to replace the rotating assemblies on Raw Sewage Pumps 101 and 104. The amount requested and approved by the Board is \$50,000 in the Water & Sewer Operating budget. These pumps have been rebuilt multiple times since the original installation in 1996, and are currently in need of repair once again. It is my belief that the modifications to these pumps, specifically the bearing housings, have been causing pre-mature failures on these repairs. These being an extremely critical part of the operation, it was decided the best course of action was to replace the pull out assemblies.

I am recommending the purchase of two pumps assemblies complete with shaft, mechanical seal, and impeller from Flow-Technics, Inc. Flow-Technics is the sole supplier of this ITT Model 300 pump. I have attached a purchase agreement signed by Flow Technics representative Kristen Strunk for the amount of \$45,887.52 to be presented to the Village Board for approval.

**FLOW-TECHNICS, INC.**

181 Ontario Street
 Frankfort, Illinois 60423
 Phone (815) 277-2600
 Fax (815) 534-5311

Page 1/1
 Quote QTE00001432
 Date 5/25/2017

Bill To: VILLAGE OF ALGONQUIN PUBLIC WORKS
 110 MEYER DRIVE
 ALGONQUIN IL 60102

Ship To: VILLAGE OF ALGONQUIN PUBLIC WORKS
 110 MEYER DRIVE
 ALGONQUIN IL 60102

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ED BROWN	ALG01	PARTS	BEST WAY	NET 30	0/0/0000	6,152
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2	BACK PULLOUT	BACK PULLOUT CW - A NEW P/N WILL BE ASSIGNED AT TIME OF ORDER CONSISTS OF: BARE PUMP LESS THE CASING, SUCTION COVER AND PEDESTAL OR FEET. STANDARD CURRENT DESIGN WHICH INCLUDES A TAPERED IMPELLER BORE AND SHAFT. IT INCLUDES A CHESTERTON 442 SPLIT SEAL WITH CARBON VS. CERAMIC FACES. PART WILL BE PAINTED WITH THE MFG.'S STANDARD: DEVOE BAR-RUST 235 GRAY NOTE: THE MECHANICAL SEAL WILL SHIP UNASSEMBLED TO THE BACK PULLOUT. THE SEAL WILL NEED TO BE INSTALLED ONSITE AFTER SETTING PROPER IMPELLER CLEARANCE.	EA	\$22,943.76	\$45,887.52	

FREIGHT IS PREPAY AND ADD.
 PRICING IS VALID UNTIL DECEMBER 31, 2017
 LEAD TIME IS APPROXIMATELY 18 WEEKS ARO
 REF: 10X10X13.5 NSYV MODEL 300 S/N 200094-01 & 02

Subtotal	\$45,887.52
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$45,887.52

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

May 26, 2017

Purchase Order No.

Project: Raw Sewage Pump 101 & 104 Rotating Assembly Replacement

Location: Algonquin WWTF 125 Wilbrandt St. Algonquin, IL 60102

Originating Department:

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 2200 Harnish Dr. Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Ed Brown	Name: Flow-Technics, Inc. Address: 181 Ontario St. Frankfort, IL 60423 Phone: 815-277-2600 Fax: 815-534-5311 Contact: Kristen Walker Strunk	Name: Address: Phone: Fax: Contact:

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$ 45,887.52.

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

Q General Contract, dated _____, 20____ Q Specification No(s): _____, dated _____, 20____

Q Plans dated: _____ Q Addendum No(s): _____

XQ Other: See Attached Flow-Technics, Inc. Proposal #QTE00001432

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
2	N/A	Provide all labor, materials and equipment necessary for construction/installation of: Raw Sewage Pump Model 300 S/N 200094-01 10X10X13.5 NSYV Pull Out Assemblies	\$22,943.76	\$45,887.52
			TOTAL	\$45,887.52

NOTES:

- 1) Cost included in this agreement does not include shipping or installation of these assemblies.
- 2)

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

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

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

ACCEPTANCE OF PURCHASE AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By:

Kristen Strunk
Authorized Vendor Representative

Title:

Dated:

5-30-2017

Revision Date: July 19, 2016

SUPPLEMENTAL CONDITIONS

1. **Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

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

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

4. **Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. **Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. **Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnished by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. **Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.

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

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

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

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

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

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

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

10. **Insurance and Bonds:**

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

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

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

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

11.1 Contractor/Vendor acknowledges that any such items or Work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or Work prove defective such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive

damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (a) the payment of compensation to any individual employed by Contractor/Vendor; (b) any discrimination against any individual employed by Contractor/Vendor on the basis of race, color, religion, sex, national origin or physical or mental handicap; (c) the protection of purchasers and users of consumer products; or (d) occupational safety and health.

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

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

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

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

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

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

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

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

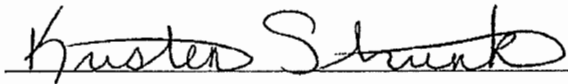
19. **Assignment:** Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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

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

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

CONTRACTOR/VENDOR:

_____

5-30-2017
Date



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 6, 2017

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Design Build Services – Spella Park Pollinator Project*

Attached you will find a copy of the agreement with Applied Ecological Services, Inc. for design/build services for the Spella Park Pollinator Project in the amount of \$45,805.00. The Village received a \$10,000 grant from the ComEd Green Region Program to construct this project. This year, the program focus was on pollinator conservation. The purpose of the Spella Park Pollinator Project is to promote the health of pollinators through habitat creation and education. The project involves restoring 9 ½ acres of turf grass into a wildflower extravaganza, specific to native pollinator species, with educational classes and site visits provided by the Algonquin Public Library. The area will be mowed every fall to accommodate sledding on the hill during winter.

The Spella Park Pollinator Project is part of a larger initiative in the Village of Algonquin to restore its open spaces to native areas. Over the past 11 years, the Village has been concentrating on restoration in the Woods Creek Watershed. This project lies in the middle of over 135 acres of native restoration projects undertaken by the Village (see attached map). It is the one remaining area of Village owned "turf grass" in the upper planning boundary of the watershed. The site is ideal for providing a pollinator habitat restoration.

Of the surrounding projects, Applied Ecological Services was responsible for designing and installing the Spella Fen Buffer Restoration, the Spella Detention Naturalization, and the Spella Wetland Restoration. They also completed the engineering design for the Woods Creek Streambank Naturalization. Their knowledge and experience with this area and the Woods Creek Watershed makes them a nice fit to perform the work on this grant project.

Funding for the Village's portion of the project will come out of the Park Improvement Fund. Money in this fund is used for park improvements and upgrades as well as natural area maintenance and wetland/natural area projects.

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 Spella Park Pollinator Project to Applied Ecological Services, Inc. for \$45,805.00.

Contracting Estimate and Agreement

Project Information

Project Name: Spella Sled Hill Pollinator Project
 AES Project Number: 17-0650
 Branch: F:WI-IL

June 30, 2017

Michele Zimmerman
 Village of Algonquin
 110 Meyer Drive
 Algonquin, IL 60102

Re: Agreement and/or Authorization for Services by and between Applied Ecological Services, Inc. (AES) and The Village of Algonquin.

Dear Ms. Zimmerman,

Thank you for the opportunity to submit a quote for this work. We are confident you will find that AES provides exceptional expertise, service, and value. We look forward to beginning work with you on this project. Please call with any questions regarding the attached proposal and supporting documents.

Sincerely,



Ryan Johnson, Project Manager
 Applied Ecological Services, Inc.
 (815) 985-1995
ryan.johnson@appliedeco.com



Chuck Campbell, Project Estimator
 Applied Ecological Services, Inc.
 (608) 897-8641 x1050
cacampbell@appliedeco.com

Enclosure(s) – terms and conditions

Quote for Services and Statement of Work

Item	Qty	Unit	Unit Cost	Extended
Task 1: Design Plan	1	LS	\$1,800.00	\$1,800.00
Task 2: Signage	1	LS	\$1,800.00	\$1,800.00
Task 3: Final Report	1	LS	\$500.00	\$500.00
Task 4: Herbicide Existing Vegetation (2x)	19	acre	\$300.00	\$5,700.00
Task 5: Disc/Till Between Herbicide Applications	9.5	acre	\$290.00	\$2,755.00
Task 6: Install Prairie Seed (includes soil prep)	9.5	acre	\$3,500.00	\$33,250.00
Total				\$45,805.00

Notes:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This quote is valid for 60 days.

4. Unless specifically covered in this Agreement or in the warranty of another AES Agreement for site design on this project, AES is not responsible for hydrology on the project site. Damage to seeding or planting installation or other work defects due to improper hydrology is excluded from any warranty under this Agreement. AES can remedy such damage, subject to additional cost, pursuant to a written modification of this Agreement, signed by both parties.
5. In the event the project is cancelled by the Client/Owner or the Nursery seed or plants are changed from original order, a 20% nursery restocking charge may apply.
6. The Owner/Client is required to pay for any required permits unless specified in this Agreement.
7. In an emergency, AES shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Agreement price and/or time resulting from the actions of AES in an emergency situation shall be equitably adjusted.
8. Upon the written request of AES, prior to commencement of the Services and thereafter at the written request of AES, the Client/Owner shall provide AES with reasonable evidence of Owner/Client's ability to fund the project. Evidence of such financing shall be a condition precedent to AES' commencing or continuing Services. AES shall be notified prior to any material change in Project financing or material change in Owner/Client's ability to fund the Work.
9. This quote has been prepared based on the information provided (as listed above). Before AES will commence work on the project and before this quote becomes binding, the Client to whom this quote is addressed must provide final project documents to AES. Such documents may include, but not be limited to, finalized construction drawings, final specifications, and a copy of the executed general project contract including information about administrative procedures, invoicing and payment procedures (including retention, if any), safety requirements, and any other requirements that will affect or bind AES on this project. AES reserves the right to revise the above quote and the terms and conditions of the work upon receipt of the final documents and Primary Contract, if any.

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement. Work will begin upon receipt of the applicable deposit and this signed authorization.

****PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc. _____

Signature: _____

Date: _____

Name: _____

Title: _____

P.O. Box 256, 17921 Smith Rd. _____

Brodhead, WI 53520 _____

Phone: 608-897-8641 _____

Fax: 608-897-8486 _____

Email: _____

Client:

Signature: _____		Date: _____
Name: _____		
Title: _____		
Company: _____		
Address: _____		
City, State, Zip: _____		
Phone: _____	Fax: _____	
Email: _____		

Billing Address:

<input type="checkbox"/> Mark if same as above.		
Company: _____		
Name: _____		
Title: _____		
Address: _____		
City, State, Zip: _____		
Phone: _____	Fax: _____	
Email: _____		

Woods Creek Watershed Projects



- Pollinator Project Site
- Woods Creek Streambank Naturalization - 2017
- Spella Fen Buffer Restoration - 2013
- Spella Park Detention Naturalization - 2016

- Spella Wetland Restoration - 2005
- Woods Creek Riparian Restoration - 2007
- Trail

