AGENDA COMMITTEE OF THE WHOLE July 10, 2018 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 an Agreement with HR Green for Phase 1 & 2 Design Engineering Services for the Kelliher Park Parking Lot Expansion
 - B. Consider an Agreement with Christopher Burke Engineering for the Phase 1 & 2 Design Engineering Services for the Stoneybrook Park Reconstruction
 - C. Consider an Agreement with Trotter & Associates for the Gaslight Drive Roadway Rehabilitation Infrastructure Maintenance System (IMS)
 - D. Consider an Agreement with the Illinois Department of Revenue, Liquor Control Commission to Continue with the LC13 Program
- 6. Executive Session
- 7. Other Business
- 8. **Adjournment**





- MEMORANDUM-

DATE: Monday, July 02, 2018
TO: Mr. Robert Mitchard, II
FROM: Mr. Shawn M. Hurtig

SUBJECT: Letter of Recommendation – Civil Engineering Ph. 1 & 2 Design Services

Bob,

I have reviewed the Proposals for the <u>Phase 1 & 2 Design Engineering Services</u> as indicated in the Request for Proposal for the <u>Kelliher Park Parking Lot Expansion (VoA16-11-04B)</u> project in the Village of Algonquin. Each proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

The RFP was delivered to each company & contact listed below:

Firm Name	<u>First</u> Name	<u>Last</u> <u>Name</u>	Street Address	Sub Address	City	<u>State</u>
Chastain & Associates	Steve	Frerichs	120 W. Center Ct		Schaumburg	IL
Christopher B. Burke Engineering, Ltd.	Mike	Kerr	9575 W. Higgins Rd.	Suite 500	Rosemont	IL
HR Green	Akram	Chaudhry	420 N. Front St	Suite 100	McHenry	IL
Planning Resources	Darrell	Garrison	402 Liberty Dr.		Wheaton	IL
Strand	Tony	Standish	1170 S. Houbolt Rd		Joliet	IL

The following 2 firms have responded:

Firm Name	<u>Price</u>	Attach C	Attach D
HR Green	24,385.00	Yes	Yes
Christopher B. Burke	43,858.00	Yes	Yes

Proposal Review:

Following is the criteria I used in the RFP to evaluate the proposals submitted and formulate my recommendation.

1) Reviewed each proposal for conformance to the RFP requirements:

Each of the proposals met the minimum requirements and were delivered on time with all the necessary information.

- 2) Reviewed the cost of each proposal to meet the scope of services outlined in RFP:

 As the project only garnered 2 proposals, it is very difficult to review the costs against each other. The submitted information of both proposals did follow the appropriate line item calls outs and provide cost information as required.
- 3) Reviewed the technical aspects of the proposals, including any sub-consultants:

 Both firms are technically capable of performing the scope of services. Both firms have the in house staff to conduct a vast majority of the work and thus neither have listed any significant sub-consultants within their proposals.

4) Other items:

No other items of concern have been noted in the review of the proposals.

Budget Analysis

The project is budgeted in the amount of \$20,000.00 in 06900300-42232.

There are a series of projects listed in 06900300-42232, including the Willoughby Farms Park Improvements Ph. 1 & 2 design in the amount of \$100,000.00. The Public Works Department is recommending that \$5,000.00 be transferred from the Willoughby project to the Kelliher Park project. Ultimately Willoughby Park will be reduced in scope during the Request for Proposal (RFP) process and include only Phase 1 design work, which should provide a very close to balanced budget in this fund account. The transfer total is slightly over the bid amount just to provide buffer as to ensure another transfer is not required should minor adjustments to the contract become necessary.

Recommendation

Kelliher Park is a great success and with that popularity comes waves of traffic. This project while within a park setting, is more or less a civil design project and as such the two proposers will likely provide a very similar result. It is well known that CBBEL is the Village Engineering firm of record and have completed countless stellar designs, however HR Green has also recently shown the Village can trust them with a project as they completed the Creek Crossing Park design project and are in the midst of the very demanding design of the Scott, Souwanas, & Schuett project. All

things being considered the Public Works Department feels very comfortable with the recommendation is that <u>HR Green</u> be considered by the COTW in the amount of <u>\$24,285.00</u>. This cost is based on a not to exceed schedule of values as outlined in the Request For Proposal.

The project is scheduled for award by the Village Board on July 17th, 2018. Thus, the recommendation should go before the Committee of the Whole on July 10th, 2018.

Should you have any questions, comments, or concerns, please do not hesitate to contact me.





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

DATE: Monday, July 02, 2018
TO: Mr. Robert Mitchard, II
FROM: Mr. Shawn M. Hurtig

SUBJECT: Letter of Recommendation – Civil Engineering Ph. 1 & 2 Design Services

Bob,

I have reviewed the Proposals for the <u>Phase 1 & 2 Design Engineering Services</u> as indicated in the Request for Proposal for the <u>Stoneybrook Park Reconstruction (VoA16-11-04C)</u> project in the Village of Algonquin. Each proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

The RFP was delivered to each company & contact listed below:

Firm Name	<u>First</u> Name	<u>Last</u> <u>Name</u>	Street Address	Sub Address	City	<u>State</u>
Chastain & Associates	Steve	Frerichs	120 W. Center Ct		Schaumburg	IL
Christopher B. Burke Engineering, Ltd.	Mike	Kerr	9575 W. Higgins Rd.	Suite 500	Rosemont	IL
Ciroba	Anthony	Wolff	5507 N. Cumberland Ave	Suite 402	Chicago	IL
HR Green	Akram	Chaudhry	420 N. Front St	Suite 100	McHenry	IL
Planning Resources	Darrell	Garrison	402 Liberty Dr.		Wheaton	IL
Strand	Tony	Standish	1170 S. Houbolt Rd		Joliet	IL

The following 2 firms have responded:

<u>Firm Name</u>	<u>Price</u>	Attach C	Attach D
Planning Resources	69,965.00	Yes	Yes
Christopher B. Burke	30,324.00	Yes	Yes

Proposal Review:

Following is the criteria I used in reviewing the RFPs to evaluate the proposals submitted and formulate my recommendation.

1) Reviewed each proposal for conformance to the RFP requirements:

Each of the proposals met the minimum requirements and were delivered on time with all necessary information.

- 2) Reviewed the cost of each proposal to meet the scope of services outlined in RFP:

 As the project only garnered 2 proposals, it is very difficult to review the costs against each other. The submitted information of both proposals did follow the appropriate line item calls outs and provide cost information as required.
- 3) Reviewed the technical aspects of the proposals, including any sub-consultants:

 Both firms are technically capable of performing the scope of services. However, it is important to note that CBBEL is a one stop shop and will handle all survey, design, permitting, etc.. in house, while PRI will lean on their proposed civil firm (Eriksson Engineering & Associates) for most of the civil design elements.

4) Other items:

No other items of concern have been noted in the review of the proposals.

Budget Analysis

With regards to the Village budget it appears that there was an issue with the carry over and calculation of the project costs. In the FY 2017/18 the Village intended to get a conceptual plan and cost put together for this project however other project took precedence and that line item was to be carried over to the FY 2018/19 and be added to the planned Ph. 1 & 2 design fee budget. It appears that only the conceptual design fee was put in the budget and that the additional 45K that was estimated for the budget was left off. The combination of the 8K from conceptual and the 45K for the Ph. 1 & 2 would have provided a budget of 53K. That estimated number would have split the proposals received, indicating a well-defined scope. Regardless, here is the budget analysis.

The project is budgeted in the amount of \$8,000.00 in 06900300-42232.

There are a series of projects listed in 06900300-42232, including the Willoughby Farms Park Improvements Ph. 1 & 2 design in the amount of \$100,000.00. The Public Works Department is recommending that \$62,000.00 be transferred from the Willoughby project to the Stoneybrook project. Ultimately Willoughby Park will be reduced in scope during the Request for Proposal (RFP) process and include only Phase 1 design work, which should provide a very close to balanced budget in this fund account. The calculation is shown below.

The transfer total is scaled up over the bid amount just to provide buffer as to ensure another transfer is not required should minor adjustments to the contract become necessary.

Recommendation

Stoneybrook Park has long suffered from a poor design and lack of interesting elements, combined with playground equipment that has exceeded its useful life. Public Works prefers that this site not only be refreshed but be reinvigorated with a total makeover. While PRI has shown their creative touch on parks such as Cornish & Spella, CBBEL assigned design Doug Gotham was responsible for the vision of Pioneer and Riverfront Parks. All things being considered the Public Works Department feels very comfortable with the recommendation is that Christopher B. Burke Engineering, Ltd. be considered by the COTW in the amount of \$30,324.00. This cost is based on a not to exceed schedule of values as outlined in the Request For Proposal.

The project is scheduled for award by the Village Board on July 17th, 2018. Thus, the recommendation should go before the Committee of the Whole on July 10th, 2018.

Should you have any questions, comments, or concerns, please do not hesitate to contact me.



PUBLIC WORKS DEPARTMENT

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

DATE:

Friday, June 29, 2018

TO:

Mr. Robert Mitchard, II

FROM:

Mr. Shawn M. Hurtig

SUBJECT:

Letter of Recommendation —Inspectional Services

I have reviewed the received proposals for the Request for Proposals (RFP) on the **Gaslight Drive**

Roadway Rehabilitation Infrastructure Maintenance System (IMS) project in the Village of Algonquin. Please recall that you short listed the RFP to be delivered to the firms shown below. Each proposal was reviewed with an emphasis on each firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

In total 13 firms were sent the RFP, they are:

- 1. Bollinger Lach
- 2. Chastain & Associates
- 3. Christopher B. Burke Engineering
- 4. Ciorba Group
- 5. Civiltech
- 6. Engineering Enterprises Inc.
- 7. Hampton, Lenzini, & Renwick
- 8. Horner Shifrin
- 9. HR Green
- 10. Primera
- 11. Strand
- 12. Trotter & Associates
- 13. V3

The following 3 firms have responded:

Firm Name	<u>Material</u> <u>Sub</u>	Inspector	<u>Price</u>	Attach C	Attach D
Christopher B. Burke Engineering, Ltd.	Rubino	Bill Schultz	\$63,326.00	Yes	Yes
Engineering Enterprises, Inc	Rubino	Chris Ott	\$79,590.00	Yes	Yes
Trotter & Associates	N/A	Marty Dopke	\$73,391.50	Yes	Yes

The following is the inspector decision ranking matrix

<u>Firm</u>	Inspect Rank	Inspector	Group Rank	 Rank Score
Trotter & Assoc.	11	Marty Dopke	2	2.1
CBBEL	45	Bill Schultz	_ 5	_ 3.1
EEI	47	Chris Ott	5	3.8

Proposal Analysis:

Per the RFP all firms submitted a cost based on the RFP for observation & documentation, as well as management of Material Testing. Utilizing the modified decision matrix the firm that provided the best value was Trotter & Associates. This firm listed the top rated inspector and had the mid-level costs.

Budget Analysis:

The Village budgeted an amount of \$80,000.00 in 04900300-42232. The estimated cost of services of the recommended firm is in the amount of \$73,391.50.

Recommendation:

Based on all the above mentioned information it is my recommendation that you consider <u>Trotter & Associates</u>, <u>Inc.</u> for this project in the amount of \$73,391.50.

Schedule Analysis:

Inspectional Services Proposal Recommendation to COTW = 7-10-18

Inspectional Service proposal to Full Board = 7-17-18

Notice of Award = 7-19-18

Start of Construction = 7-30-18

End of Construction = 11-1-18

Please confirm this recommendation so that I may prepare the award and contract. Should you have any questions, comments, or concerns, please do not hesitate to contact me.



Construction Services for Gaslight Drive IMS (VOA16-07-07A)



St. Charles, IL • Fox Lake, IL• Lake Geneva, WI 630.587.0470 • www.trotter-inc.com

Continuity • Collaboration • Commitment

June 28, 2018



June 28, 2018

Mr. Shaun M. Hartig Project Manager Village of Algonquin 110 Meyer Road Algonquin, Illinois 60102

Re:

Infrastructure Construction Inspection Services Request for Proposal – Gaslight Drive IMS

Project No. VOA16-07-07A

Dear Mr. Hartig,

Trotter and Associates, Inc. appreciates the opportunity to submit our proposal to provide professional construction engineering services to the Village of Algonquin. TAI has the local staff available with the experience and knowledge to serve the village based on our enclosed project experience to deliver the Construction Engineering Services to the Village of Algonquin. TAI has the demonstrated the ability to deliver successful projects to the village while working as a team with all the project stack holders.

Trotter and Associates, Inc. is a Civil Engineering and Survey firm that specializes in serving governmental agencies throughout northern Illinois. TAI has developed a hand-picked team of experienced professionals that are committed to providing superior engineering solutions. Our team strives to earn each client's confidence, trust and respect through exceptional service. Each of the firm's members have been selected for their unique skills, versatility and commitment to client satisfaction.

Trotter and Associates, Inc. has previously provided to the Village of Algonquin our Construction Observation Services for the successful projects of similar size and are prepared to provide the required services for the proposed improvement identified as the **Gaslight Drive IMS (VOA16-07-07A)** project.

We have enclosed, as requested, an executive summary, a completed Proposal Task Items Form and completed Attachments C and D. TAI has no questions or suggested changes to the Terms and Conditions of the Engineering Consultant Agreement.

In closing, if you should have any questions or require any additional information, please call or email me at p.kazimier@trotter-inc.com.

Sincerely,

Trotter and Associates, Inc.

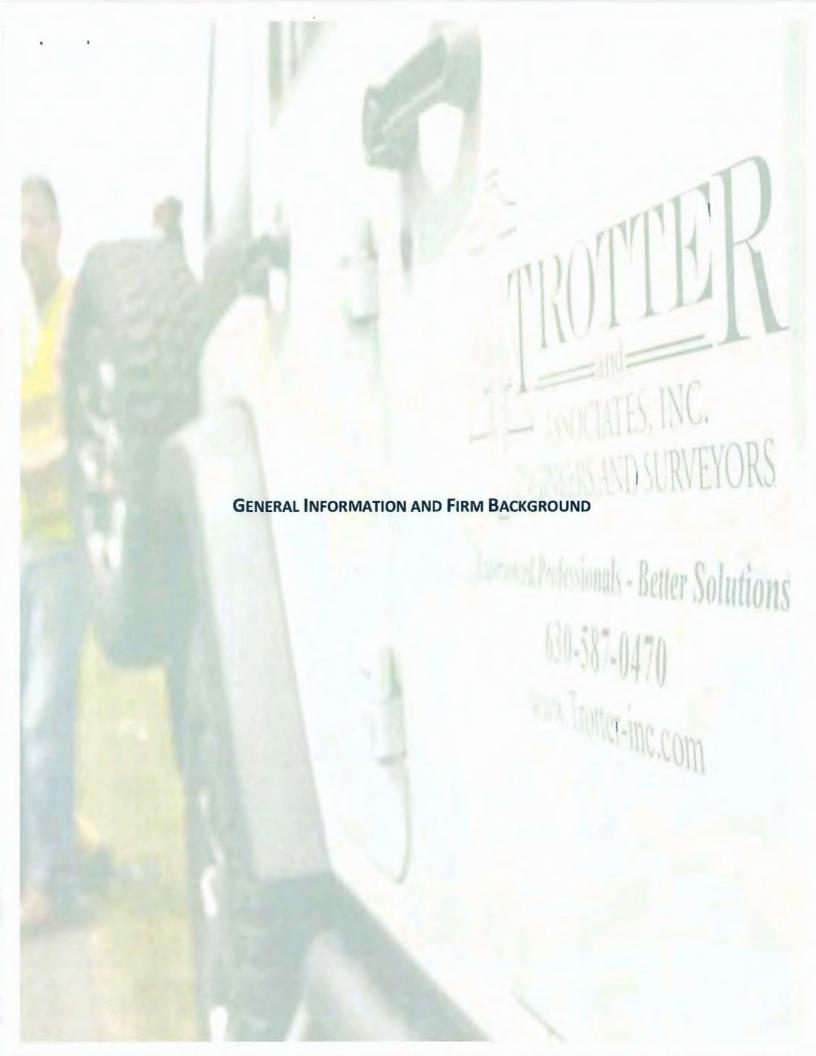
Philip Kazimier

Director of Construction Services

Enclosures

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Introduction to Trotter and Associates, Inc.

Trotter and Associates, Inc. (TAI) is a full service civil engineering firm. We have developed a team of professionals that are experienced, proficient and dedicated to a common cause – the satisfaction of our clients. The team focuses on developing strong client/consultant relationships and strives to earn each client's confidence, respect and trust through exceptional service.

TAI has completed projects for more than 70 municipalities and sanitary districts throughout northern Illinois. TAI staff's technical expertise has earned our client's confidence to address their immediate challenges and our strategic vision has earned their trust by providing solutions that support the community's long-term goals. Trotter and Associates' team provides planning, design, and construction phase services for municipal water, wastewater, transportation, utility infrastructure, survey, and GIS projects.

Trotter and Associates, Inc.'s corporate office is located in St. Charles at the intersection of Illinois Route 64 and Burlington Road. This location allows easy access to a number of major routes, which enables our staff to provide clients with outstanding service, readily available with minimal travel time. The firm's client base has continually grown over the past seventeen years. In 2011, TAI opened its Fox Lake office.

St. Charles, IL Office

Trotter & Associates, Inc. 40W201 Wasco Road, Suite D St. Charles, IL 60175

Fox Lake, IL Office

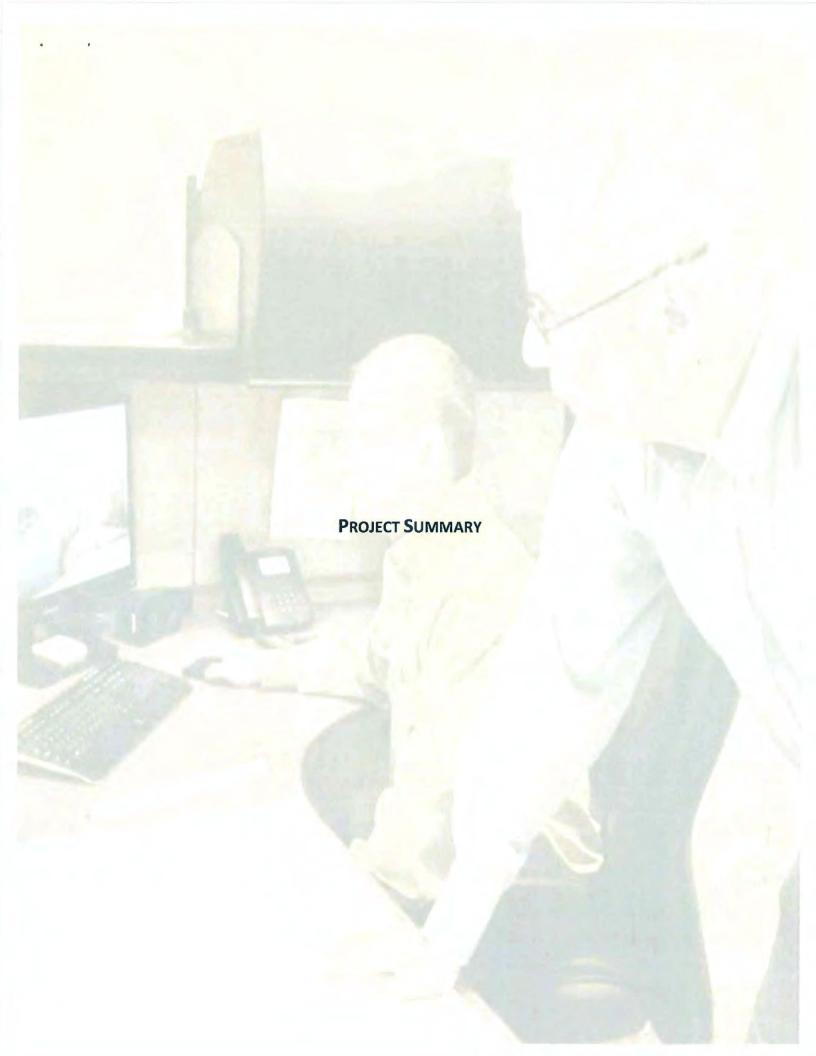
Trotter & Associates, Inc. 38 W. Grand Avenue, Suite 300 Fox Lake, IL 60020

Lake Geneva, WI Office Trotter & Associates, Inc.

Trotter & Associates, Inc.
700 Geneva Parkway North, Suite B
Lake Geneva, WI 53147









Project Summary

The project is located in an established neighborhood that has access from the west, Hanson Road and from the east, most directly from Cardinal Drive. The project consists of Storm Sewer Removal and Replacement, Sanitary Sewer Removal and Replacement, Hot Mix Asphalt Binder/Surface, Full Depth Reclamation with Cement and other appurtenances to complete the project successfully.

The requirements of the onsite construction observer representing the Village of Algonquin will be, but not limited to the following:

- · Report directly to Village staff.
- Prepare Inspector Daily Reports utilizing appropriate Village of Algonquin forms with project pertinent information.
- Prepare Weekly Project Reports.
- Inspect all public and private improvements (Assets), so that they are constructed to the standards of the Village and as per the approved plans.
- Inspect Traffic Control and Devices weekly, with a night inspection bi-weekly, while submitting a report within 24 hours of said inspection to the Village.
- Perform Erosion Control inspections as required.
- Observe required utility tests and proof rolls in preparation for paving.
- Upon the request of the Village of Algonquin the inspector shall review and provide comment on contractor pay requests.
- Perform Level 3 Material Testing as per the Village of Algonquin's requirements.

While performing these tasks, the onsite construction observer shall utilize all Village of Algonquin forms that are required.

We propose to assign Mr. Marty Dopke CPII, one of our senior construction observers, to this proposed project. Marty has provided similar services to the Village in the past with much success. Marty will be available to provide full time inspection during the installation of public project site assets, as per the Village standards and the approved plans.

Our firm has a proven track record for implementing public and private infrastructure solutions that are cost effective, reliable and sustainable. We accomplish these goals through inclusive communication, client education, and maintaining continuity within the project team. TAI's ultimate goal is to become our clients Trusted Advisor. While professional, we are not formal. We are best known for our collaborative style.

TAI has no questions or suggested changes to the Terms and Conditions of the Engineering Consultant Agreement.







Project Organization Chart

The TAI project team for the Village of Algonquin's Infrastructure Construction Inspection Services for Gaslight Drive IMS (VOA16-07-07A) project is shown on the project team chart below.

Project Team References

rioject ream nererences		Troject manager, angular			
Owner and Project:	Warrenville – Glen Drive North				
Address:	28W701 Stafford Place	Phil Kazimier			
City, State, Zip Code:	Warrenville, IL 60555	Director of Construction Services			
Telephone Number:	630.393.9427				
Contact Person:	Phil Kuchler, P.E., Public Works Director	Marty Dopke, CPII			
Dates of Service:	January 2017 – November 2017				
Owner and Project:	City of Elgin – Multi Year Street Resurfacing Pro	ograms			
Address:	1900 Holmes Road				
City, State, Zip Code:	Elgin, IL 60123-1200				
Telephone Number:	847.931.5957				
Contact Person:	Jay Beverly, Project Manager				
Dates of Service:	January 2015 – Present				
Owner and Project:	Algonquin – Indian Grove Subdivision Sewer an	d Roadway Reconstruction			
Address:	110 Meyer Drive				
City, State, Zip Code:	Village of Algonquin, IL 60102				
Telephone Number:	847.658.2754				
Contact Person:	Shawn M. Hurtig, Project Manager				
Dates of Service:	April 2015 – November 2016				
Owner and Project:	Illinois American Water - Bell Road Improveme	nts			
Address:	1000 Internationale Parkway				
City, State, Zip Code:	Woodridge, IL 60517				
Telephone Number:	630.739.8837				
Contact Person:	Eric LaReau, Project Manager				
Dates of Service:	Spring 2015 Fall 2015				
Owner and Project:	Batavia - Area III Sewer Separation				
Address:	200 N. Raddant Road				
City, State, Zip Code:	Batavia, IL 60510				
Telephone Number:	630.454.2760				
Contact Person:	Rahat Vari PE, City Engineer				
Dates of Service:	September 2017 – October 2017				







Project Team Qualifications

Steve Cieslica, P.E.



Education

B.S., Civil Engineering, Montana State University

Registration

Professional Engineer, P.E., IL

Qualifications

Mr. Steve Cieslica is a Professional Engineer with over 20 years of experience working as both a contractor and a consulting engineer on municipal improvement projects.

In addition, he has experience with completing/managing site & subdivision improvement projects for multiple municipalities. Currently serving as the City Engineer for North Chicago and Village Engineer for Union.

Certifications

- Documentation of Contract Quantities
- Bridge Construction Inspection
- · Motor Fuel Tax Auditing and Accounting
- ICORS Documentation
- MUTCD Training

Memberships

- APWA Past Fox Valley Chapter President
- American Water Works Association
- Underground Contractors Association

Philip R. Kazimier



Education

Associate's Degree, Morrison Institute of Technology

Registration

National Institution of Certified Engineering Technicians

Qualifications

Phil Kazimier has over 35 years of experience in the Civil Engineering field, specializing in Construction Management and Observation of Federal Aid, Urban, MFT and Non-MFT projects.

Phil has provided design services of highways, county roadways, and municipal streets. While providing these services, he prepared cost estimates, specifications, construction staging, construction analysis and design, and IDOT documentation.

Certifications

- · Documentation of Contract Quantities
- · ICORS Certified
- IDOT Construction Material Inspection Documentation

Martin Dopke, CPII



EducationElgin Community College

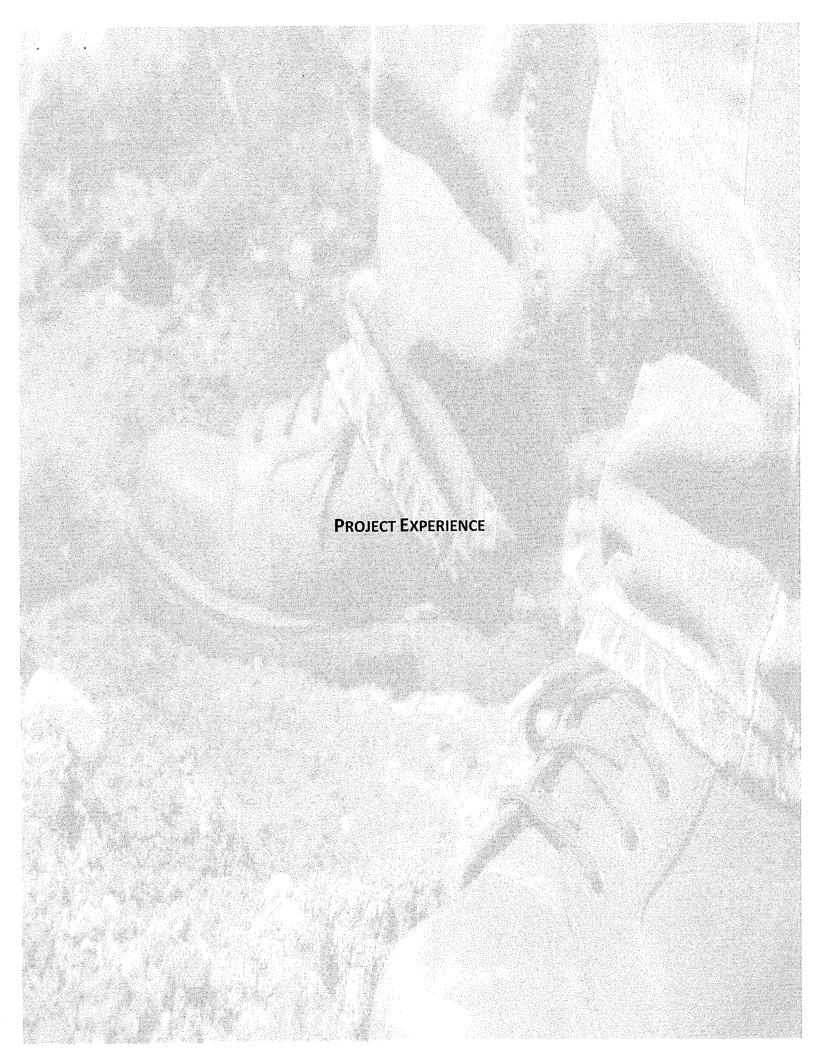
Qualifications

Mr. Martin Dopke is an APWA Certified Public Infrastructure Inspector (CPII) with 41 years of experience working both as a design technician and a construction inspector/observer. During his career, Martin has been involved in both the private sector (land development) and public sector (capital/infrastructure) projects.

Certifications

- APWA Certified Public Infrastructure Inspector (CPII)
- IDOT MUTCD
- IDOT PC Paving
- IDOT Documentation
- IDOT Hot Mix Asphalt
- IDOT Small Drainage Structures









City of Elgin - 2016 Collector Street Resurfacing Program

Joe Evers, P.E., City Engineer, City of Elgin (847) 931-5955 Jay Beverly, Project Manager, City of Elgin (847) 931-5957 Phil Kazimier, Project Manager, Trotter and Associates (630) 587-0470

Trotter and Associates, Inc. prepared preliminary design, final design and provided construction engineering for the resurfacing and rehabilitation of 2.83 miles of streets in the City of Elgin. The contract documents included a base bid and 5 alternates to obtain "economy of scale" The resurfacing work consists of HMA surface removal, pavement patching, installing strip reflective crack control fabric, removing/replacing sidewalk ramps to meet ADA requirements; curb



removal/replacement; installing HMA binder and surface courses; pavement markings and restoration work.

TAI coordinated with IDOT and Kane County DOT for maintenance of traffic signals. Weld Road was rehabilitated utilizing Full Depth Reclamation (FDR) with cement to stabilize the roadway base. The base was then resurfaced with HMA







City of North Chicago – Atkinson Road Improvements

Ed Wilmes, Public Works Director (847) 596-8690 Steve Cieslica, City Engineer, Trotter and Associates (630) 587-0470

The City of North Chicago contracted with Trotter and Associates Inc. to monitor the construction of the various sized storm sewer improvements, pavement widening, street light installation and ultimately restoration. The improvements included the installation of storm sewer pipe, inlets, catch basins and manholes, new combination concrete curb and gutter along both sides of the road, roadway widening to accommodate dedicated right-turn and dedicated left-turn lanes at the development's entrance, roadway lighting and final restoration of all disturbed areas.



The work also included Full Depth Reclamation (FDR) of the existing pavement, utilizing Portland Cement. This process was chosen to stabilize the existing roadway cross section to create a stable base for the improved roadway. TAI's responsibilities included construction observation, coordinating the required material testing, documenting photographs of the construction activities, preparing and submitting daily field reports, weekly progress reports and verifying the contractor was constructing the improvements to the approved plans and specifications as the City of North Chicago representative.

City of North Chicago – 2015/2016 Street and Watermain Program

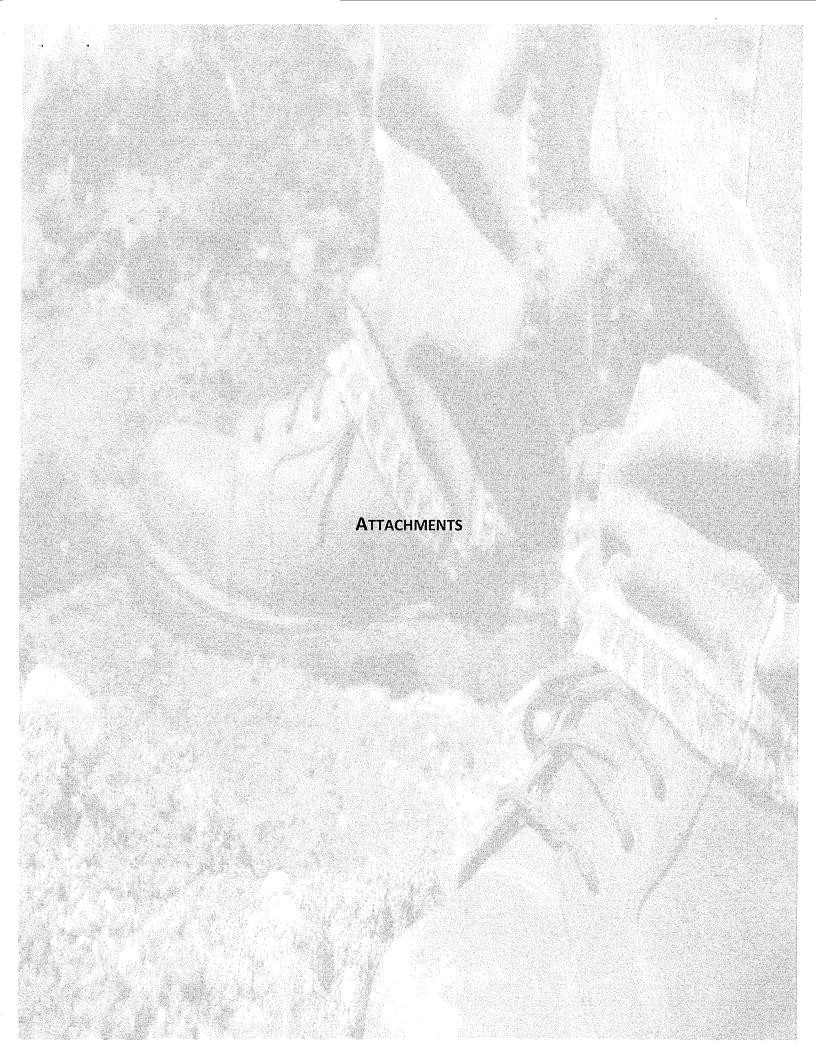
Ed Wilmes, Public Works Director (847) 596-8690

TAI completed Plans, Specifications and Estimates (PS&E's) and will perform construction observation for the City of North Chicago's 2015-2016 streets rehabilitation and watermain replacement program. TAI designed watermain replacement for 6,100 feet of existing watermain and designed street rehabilitation for 8,900 feet of streets ranging from grind and overlay to rubblization of existing concrete bases of some streets.

Attention was paid to differing methods of resurfacing streets such as in place recycling, full depth reclamation (FDR) and typical grind and overlay to come up with the most cost-effective options.



Work included landscaped medians, IDOT utility and IEPA permitting, ADA compliance, curb and gutter replacement and surveying. Funding sources for the project are CDBG and MFT. Construction cost for the program is \$3.1 million.



Attachment C

NON-COLLUSION CERTIFICATION GASLIGHT DRIVE IMS (VOA16-07-07A)

By Submission of this proposal, the Respondent _	Rose Scott Front certifies Name of Respondent
	Name of Respondent
That (s)he is TEESIDENT of	
Title	name of rimi

under penalty of perjury, affirms:

- 1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and
- 3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
- 4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
- 5. Each person signing the proposal certifies that:
 - (A) (S)he is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4) above;

Or

(B) - (S)he is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

Attachment D

NON-CONFLICT OF INTEREST STATEMENT

GASLIGHT DRIVE IMS (VOA16-07-07A)

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Respondent, or to a direct competitor of any Respondent under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Request for Proposal's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the Respondent is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: LOBIRT SCOTT TROTTEST (Print)	(Signature)
Title: PZESIDENT	-
Date: <u>6-25-18</u>	nova.
Department/Agency / 2011 EZ AND	ASSOCIATES, INC.

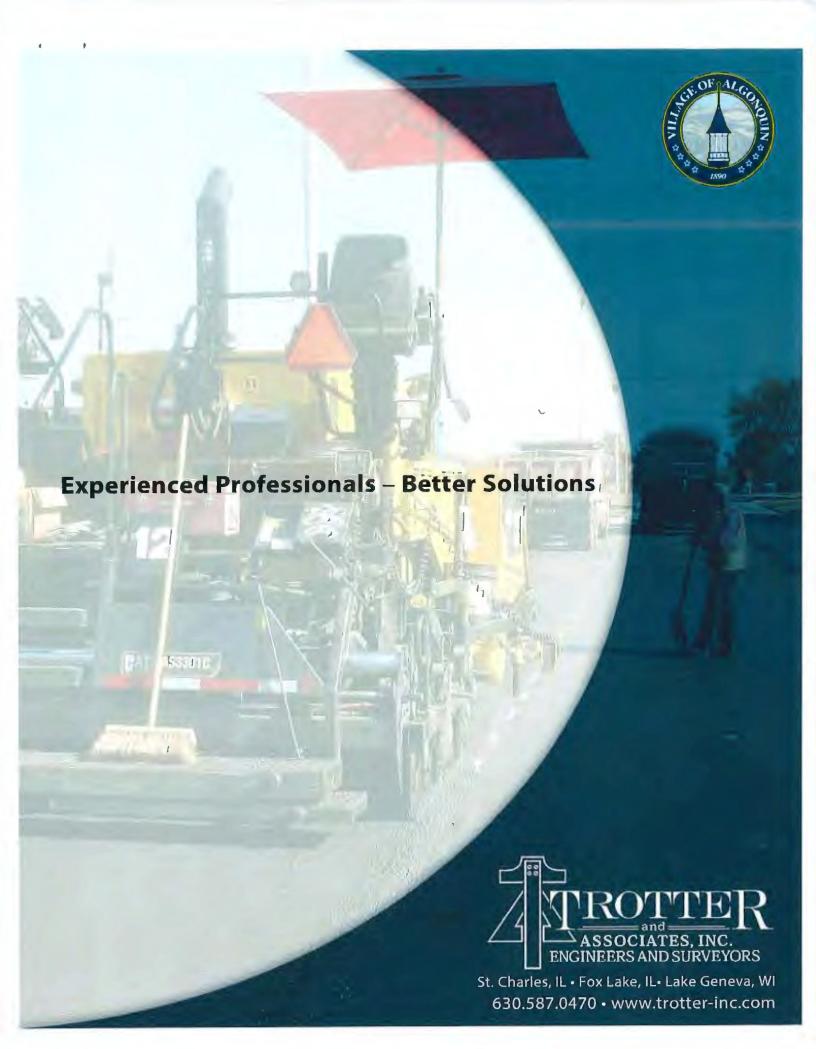
REQUEST FOR PROPOSAL

GASLIGHT DRIVE IMS (VOA16-07-07A)

Proposal Task Items

Task #	DESCRIPTION	UNIT OF MEASURE	<u>OTY</u>	UNIT PRICE	TOTAL PRICE
1A	Contract Management	LUMP	1	\$1,260.00	\$1,260.00
1B	Project Observation & Meetings	LUMP	1	\$50,050.00	\$50,500.00
1C	Project Documentation	LUMP	1	\$12,500.00	\$12,500.00
3A	Mix Design Review	LUMP	1	\$300.00	\$300.00
3B	Field & Lab Testing	LUMP	1	\$8,831.50	\$8,831.50
***	LEVEL 3 TASK SUBTOTAL			\$9131.50	\$9131.50
****	TOTAL	NTE			\$73,391.50

Company: <u>Trotter and Associa</u>	ites, Inc.		
Signature:	Karimin	Date: <u>June 28, 2018</u>	
Print: Philip Kazimier	\bigcirc		_
Title: Director of Construction	Services		





Village of Algonquin

Police Department

-MEMORANDUM-



DATE:

July 6, 2018

TO:

Tim Schloneger, Village Manager

FROM:

John Bucci, Chief of Police

SUBJECT:

LC13 Enforcement Contract

The Village of Algonquin Police Department has been working with The Illinois Department of Revenue, Liquor Control Commission, with their new program. The LC 13 Program has made it possible for the Village's Liquor Compliance Officers to complete compliance checks in a manner that is more detailed than the simple sale compliance checks that were previously conducted. As with the last agreement, the IDR will be paying the department a rate of \$75.00 per liquor license issued by the Village with the expectation that all establishments will go through the more detailed compliance check.

Attached is the renewal contract between the Village of Algonquin and the Illinois Department of Revenue. Upon signing, the PD will continue with the program through May 31, 2019.

I respectfully request consideration to bring this item before the Committee of the Whole and upon review, to the Village Board for approval.



Village of Algonquin Police Department



John A. Bucci Chief of Police

VILLAGE OF ALGONQUIN ALGONQUIN POLICE DEPARTMENT

-MEMORANDUM-

DATE:

07/05/2018

TO:

Chief John Bucci

FROM:

Mark Zahara

SUBJECT:

2018/2019 ILCC LC-13 Program

Chief Bucci,

I have been advised by the Illinois Liquor Commission that they are renewing contracts for the upcoming 2018/2019 LC-13 Alcoholic Liquor Enforcement Pilot Program. The contract application period runs from June 15th, 2018 until July 31st, 2018. The ILCC provided us with an updated Algonquin Liquor License list which needs to be approved by us. I've attached the 2018/2019 LC-13 contract along with the updated liquor license list which shows that we would be responsible for 64 liquor inspections. There are a few changes to the new contract which includes the electronic submittal of the inspection forms via MyTax within five days of the inspection and a new inspection cutoff date of May 31st, 2019. The inspection period will run from August 1st, 2018 until May 31st, 2019.

If approved, this year's LC-13 program will be our third consecutive year participating in the program. In our first year, we saw a large amount of violations in our licensed establishments. This past year, we had 50 out of the 70 licenses register zero violations during the inspections. I feel that this added presence in these establishments has clearly shown our proactive stance in keeping our community safe.

Respectfully,

Mark Zahara

ILLINOIS DEPARTMENT OF REVENUE CONTRACTUAL AGREEMENT Alcoholic Liquor Enforcement Pilot Program

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Federal Employers Identification No: 36-6005766 hereinafter referred to as Contractor or Vendor, and the State of Illinois, Illinois Department of Revenue, hereinafter referred to as the Department, in consideration of the mutual covenants herein contained, enter into this Contractual Agreement ("Agreement" or "Contract"), and hereby agree as follows:

1. NATURE AND CONDITIONS OF ASSIGNMENT

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the Department's and the Contractor's terms, conditions and attachments, the Department's terms, conditions and attachments shall prevail.

- A. The Contractor agrees to conduct one Standard Compliance Inspection for each license holder listed in Addendum 1 to this Agreement. A Standard Compliance Inspection is an investigation to determine whether or not a license holder has complied with the statutes and rules as represented in the LC-13 Inspection Report contained in Addendum 2 to this Agreement. The number of Standard Compliance Inspections to be conducted by Contractor pursuant to this Agreement is 64, and each alcoholic liquor license holder to be inspected by Contractor is listed in Addendum 1 to this Agreement.
- B. No local enforcement agent shall conduct a Standard Compliance Inspection unless the enforcement agent has attended a minimum of one training session conducted by an agent of the Department. Prior to conducting a Standard Compliance Inspection, the Department will notify the Contractor of all Contractor agents authorized to conduct Standard Compliance Inspections. Upon execution of this Agreement, the Department and Contractor will schedule training at a reasonable time to enable the performance of this Agreement.
- C. Inspections: The Contractor shall conduct one Standard Compliance Inspection during the term of this Agreement for each alcoholic liquor license listed in Addendum 1.
- D. Contractor shall conduct Standard Compliance Inspections to monitor violations listed in Addendum 2. Agent of the Contractor shall sign Part 11 of Addendum 2 as "Local liquor control agent".
- E. Upon completion of the Standard Compliance Inspection, the Contractor shall enter the inspection results into the Department internet based reporting portal within five (5) business days of completing the Standard Compliance Inspection. In addition, Contractor shall submit to the Department in writing a completed LC-13 liquor inspection report (Addendum 2) within sixty (60) business days of completing the Standard Compliance Inspection. Contractor is required to enter/submit one inspection report annually for each license holder listed in Addendum 1. Inspection reports shall be mailed to an address

to be determined by the Department. Contractor shall return the full subsidy per license holder (\$75) for each report not submitted or entered, in accordance with paragraph 3 below.

Contractor may conduct additional inspections of license holders as it deems appropriate to ensure the license holder is in compliance with Department rules and not in violation of Illinois statutes. Any additional inspections will be at no cost to the Department.

- F. Contractor shall make the inspecting agent available for Department questioning and testimony at an evidentiary hearing before the Illinois Liquor Control Commission if such a hearing becomes necessary as a result of the Standard Compliance Inspection.
- G. The Contractor is required to show proof of insurance meeting the requirements in section "13. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.
- H. Payment for services will be made by the Department immediately after the Contractor's scheduled training has been completed or upon contract execution if the Contractor has been previously trained.
 - i) Permissible expenditures of the payment include but are not limited to: payroll and payroll related expenses incurred by individuals conducting work related to the requirements with the individuals including Administrative staff, enforcement officers; travel related expenses including vehicle costs/maintenance; training costs for officers; purchase of meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement Inspection Training Guidance Manual. Questions regarding acceptable expenditures should be directed to Cory Staley, Department of Revenue.
 - ii) Funds must be expended by May 31, 2019.
 - iii) Any funds not expended by May 31, 2019 shall be returned to the Department in accordance with Section 3 below.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$75 per each retail alcoholic liquor license (See Addendum 1). No other charge by the Contractor may be paid for services rendered under this Agreement without the written approval of the Department. In the event the Contractor fails to complete the inspection of any of the retail alcoholic liquor license holders contained in Addendum 1, then, to the extent Contractor has been paid in advance to conduct the inspections, Contractor agrees to return to the Department \$75 per each inspection that it fails to complete, in the manner provided in paragraph 3 below.

3. RECOVERY OF PAYMENTS

In the event Contractor fails to complete all of the Standard Compliance Inspections for each alcoholic liquor license contained in Addendum 1, Contractor shall be liable to reimburse the Department \$75 for each inspection that it fails to complete. Such reimbursement shall be effectuated by the Department deducting the total amount due to the Department under this paragraph from the payments due to Contractor pursuant to a contract entered into between the Parties for

Standard Compliance Inspections to be completed during the following fiscal year ("Subsequent Contract"). In the event the Parties have not entered into a Subsequent Contract by July 31, 2019, then Contractor shall remit the payment due under this paragraph to the Department within thirty (30) days of receipt of written notice from the Department of the total amount due. Failure to timely complete the reports required by paragraph 1.E. above shall be considered a failure to complete the Standard Compliance Inspection.

4. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any additional expenses that the Contractor incurs in its performance of this Agreement.

5. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois: City limits of Algonquin, Illinois.

6. DURATION OF AGREEMENT

This agreement shall begin on July 1, 2018, or the date of execution, whichever is later, and remain in effect until May 31, 2019. No payment shall be made for services rendered prior to the effective date of this Agreement.

7. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination. In addition, the Department shall be entitled reimbursement in accordance with paragraph 3 above for all Standard Compliance Inspections for which the Department paid Contractor, but Contractor did not complete prior to termination.

8. TAX LAW COMPLIANCE

This contract is expressly conditioned upon the Contractor being and at all time remaining in compliance with all Illinois tax laws. The Department reserves the right to conduct tax law compliance checks to determine that the Contractor is in compliance with all Illinois tax laws. In the event the Department determines that the Contractor is not in compliance with all Illinois tax laws, this contract may be terminated immediately at the Department's option.

9. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this Agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2018), will not be honored by the Department.

10. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

11. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

12. CONFIDENTIALITY

- A. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Vendor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.
- B. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. To the extent permitted by law, vendor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. In the event Vendor receives a FOIA request for any of this information that the Department deems confidential, Vendor agrees to consult the Department prior to producing the information requested, and Vendor agrees to exert applicable exemptions.

13. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amounts to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in an amount required by law.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

14. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

- 15. LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
 - A. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seg.) and applicable rules in performance under this Contract.
 - B. Vendor is not in default on an educational loan (5 ILCS 385/3).
 - C. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
 - D. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective

bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

- E. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- F. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- G. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- H. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- I. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- J. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- K. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- L. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- M. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive

practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

- N. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- O. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees_shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- P. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- Q. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- R. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- S. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- T. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- U. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
- V. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- W. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose

any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- X. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- Υ. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- Z. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration

of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

16. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform the Contract requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

17. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

The Department shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department shall determine whether amounts appropriated are sufficient. Department shall give Contractor notice of insufficient funding as soon as practicable. Department's obligation to perform shall cease upon receipt of the notice.

18. SOLICITATION AND EMPLOYMENT

VENDOR shall not employ any person employed by the Department at any time during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Department's director if Vendor solicits or intends to solicit for employment any of the Department's employees during the term of this Contract. Department has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

19. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

20. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this Agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the Department or Auditor General during the course of any audit.

21. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the Contract at the option of the Department, without limitation upon any other relief available to the Department.

22. RIGHT TO AUDIT

The Contractor is required to permit the Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Contractor 23. subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information in the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this	_ day of	, 20				
		Manager, Department of Revenue				
		Chimaobi Enyia				
Contractor, (printed name)	Manager, Department of Revenue (printed name)				
		Date				
		Director, Department of Revenue				
		Constance Beard				
	Chima ctor, (printed name) Date Direct	Printed Name				
Contractor Contractor, (printed name)		Date				

TAXPAYER IDENTIFICATION NUMBER

I certify that:

Name:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Business Name: City of Algonquin, Illinois Tax Exemption Identification Number: 36-6005766 Social Security Number or Employer Identification Number:	
Legal Status (check one):	
☐ Individual	☐ Governmental
Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification) ☐ D = disregarded entity ☐ C = corporation
Corporation NOT providing or billing medical and/or health care services	P = partnership
Signature:	Date:

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	atic Lic_no	Corp_Name	DBA_Name	DBA_Address	DBA_County	DBA_City License_Type	Retailer_Type	Coun
Algonquin		PRINCE & JAY INC	7-ELEVEN #33840	1495 W ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
Algonquin		OM GANESHAY INC	7-ELEVÉN 33784A	501 E ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
dgonquin	1A-0060234		ALDI	425 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
dgonquin		31 EDGEWOOD INC	ALGONQUIN TQBACCO & LIQUOR	1117 S MAIN ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
lgonquin		ALGONQUIN BEV INC	ARMANETTI WINE & LIQUOR	3985-87-89-91 WEST ALGONOUIN	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
lgonquin		JASMIN BANGKOK THAI & SUSHI INC	BANGKOK THAI & SUSHI	4077 W ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
dgonquin		BIAGGIS RISTORANTE ITALIANO LLC	BIAGGI'S RISTORANTE ITALIANO	1524 S RANDALL RD	Kane	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
dgonquin		GOLD STANDARD ENTERPRISES INC	BINNY'S BEVERAGE DEPOT	844 SOUTH RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
Algonquin		BOLD AMERICAN FARE LLC	BOLD AMERICAN FARE LLC	8 S MAIN ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
dgonquin		BQNEFISH GRILL LLC	BONEFISH GRILL	1604 SOUTH RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Algonquin	1A-0080875	LEISERV, LLC	BOWLERO-RANDALL ROAD	RANDALL ROAD	Kane	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Jgonquin	1A-1131570	AWESOME SAUCE INC	BUDDYZ A CHICAGO PIZZERIA	2749 W ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin	1A-0012331	FIGUEROA RESTAURANTS LTD	BUENA VISTA	220 N HARRISON ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin	1A-0050339	HERES WINGS LLC	BUFFALO WILD WINGS	461 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
.lgonquin	1A-1135518	ALGONOUIN COMMONS CO.	BULLDOG ALE HOUSE	1520 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin	1A-1132057	BUONA BEEF LLC	BUONA BEEF	501 S RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
lgonquin	1A-0104203	J & N HOLDINGS LTD	BURNT TOAST II	2520 BUNKER HILL DR	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
lgonquin	1A-1130386	BUTERA FINER FOODS INC	BUTERA FRUIT MARKET	100 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
lgonquin	1A-0080084	ERJ DINING IV LLC	CHILI'S GRILL & BAR	1480 RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER		
Igonquin		CHINA BISTRO INC	CHINA BISTRO	3979 W ALGONOUIN ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION ON-PREMISES CONSUMPTION	
Igonquin		CHINA DRAGON I INCORPORATED	CHINA DRAGON I	1306 E ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER		
Igonquin		CHIPOTLE MEXICAN GRILL INC	CHIPOTLE MEXICAN GRILL #399	412 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin		RDK VENTURES LLC	CIRCLE K 6865	2 N MAIN ST	McHenry		ON-PREMISES CONSUMPTION	
Igonquin		ALGONQUIN OPERATIONS LLC	CLARENDALE OF ALGONQUIN	2001 W ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
Igonquin		COLONIAL ICE CREAM INC	COLONIAL CAFE AND ICE CREAM	2555 BUNKER HILL DR		ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
lgonquin	1A-0097277		CREEKSIDE TAP	7 SOUTH MAIN STREET	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		COLATORTI INC	CUCINA BELLA	220 S MAIN ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		GANLAXMI INC	DISCOUNT LIQUOR		McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		EL FUEGO INC	EL FUEGO TACOS & BURRITOS	513 E ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		GEORGIA'S RESTAURANT & PANCAKE HOUSE INC	GEORGIA'S RESTAURANT	132 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		RANDALL THIRD INC	GIORDANO'S OF ALGONQUIN	1470 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin		GCI CONSOLIDATED LLC	GOLF CLUB OF ILLINOIS	1505 S RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin		GOURMET HOUSE CORP		1575 EDGEWOOD DRIVE	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
lgonquin		ALGONOUIN HOULIHANS RESTAURANT LLC	GOURMET HOUSE RESTAURANT HOULIHAN'S	1740 EAST ALGONOUIN ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
igonquin		IRON HORSE BAR & GRILL INC		1508 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	CONSUMPTION COMBINATION	
igonquin		JIANGS MONGOLIAN & JAPANESE GRILL INC	IRON HORSE BAR & GRILL	3965 W ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
Igonquin		DACHING JAPANESE RESTAURANT INC.	JIANG'S MONGOLIAN GRILL	1740 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin			KOBE JAPANESE RESTAURANT	209 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
		PPB RESTAURANT INC	KOSTA'S GYROS	4053 W ALGONQUIN ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	CONSUMPTION COMBINATION	
gonquin		LA PALMA MEXICAN CUISINE INC.	LA PALMA MEXICAN CUISINE	113 S MAIN ST	McHenry	ALGONOUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		LUMES ALGONOUIN LLC	LUMES PANCAKE HOUSE	2561 NORTH COUNTY LINE RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		MACK OIL CORP	MACK QIL CORPORATION	2390 E ALGONQUIN RD	Kane	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		MEIJER GREAT LAKES LIMITED PARTNERSHIP	MEIJER GAS STATION #206	490 SOUTH RANDALLE RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		MEIJER GREAT LAKES LIMITED PARTNERSHIP	MEIJER STORE #206	400 S RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		ALGONQUIN MONTARRA INC	MONTARRA GRILL	1491 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		OTB ACQUISITION LLC	ON THE BORDER	1512 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		AMERICAN DRUG STORES LLC	OSCO DRUG #3256	107 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		AMERICAN DRUG STORES LLC	OSCO DRUG #3310	1501 E ALGONOUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		PORT EDWARD RESTAURANT LLC	PORT EDWARD RESTAURANT	20 W ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		RED ROBIN INTL INC	RED ROBIN GOURMET BURGERS	441 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		BATTAGLIAS PIZZA INC	RIVERVIEW	1320 S MAIN	McHenry	ALGONQUIN IL 60 1 - RETAILER	CONSUMPTION COMBINATION	
gonquin		SAVOUR, LLC	SAVQUR INC	302 S MAIN ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		ALGONQUIN SUSHI KING INC	SUSHI KING II	1030 E ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
jonquin		TARGET CORP	TARGET STORE T-1801	750 RANDALL ROAD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
onquin	1A-0097737		TAVERN AT THE BRIDGE	101 E ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
onquin		C J INVESTMENTS INC	TERRACE HILL GOLF COURSE	4015 WEST ALGONQUIN ROAD	МсНепгу	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
onquin		THE TEXAN INC	TEXAN BBQ	101 N MAIN ST	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
onquin	1A-1138559	DONKEY INN BAR & GRILL INC	THE DONKEY INN	300 EASTGATE CT	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	
gonquin		THORNTONS INC	THORNTONS #316	2095 E ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
onquin		TRADER JOES EAST INC	TRADER JOE'S #699	1800 S RANDALL ROAD	Kane	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin	1A-0005573		TWISTED ROSE	1130 SQUTH MAIN STREET	McHenry	ALGONQUIN IL 60 1 - RETAILER	CONSUMPTION COMBINATION	
gonquin		BOND DRUG COMPANY OF ILLINOIS LLC	WALGREENS #05284	1301 EAST ALGONQUIN ROAD	McHenry			
gonquin		WALGREEN CO	WALGREENS #09059	4001 W ALGONQUIN RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		WALMART INC	WALMART #5060	1410 SOUTH RANDALL ROAD		ALGONOUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
gonquin		WOOW SUSHI ALGONQUIN, LLC.	WOOW JAPANESE RESTAURANT		McHenry	ALGONOUIN IL 60 1 - RETAILER	OFF-PREMISES CONSUMPTION	
		TOOT COOL ALCOHOUS, LEG.	TIOUTY JAPANESE RESTAURANT	780 S RANDALL RD	McHenry	ALGONQUIN IL 60 1 - RETAILER	ON-PREMISES CONSUMPTION	