

AGENDA  
COMMITTEE OF THE WHOLE  
April 14, 2020  
7:30 P.M.  
- AGENDA -

Pursuant to Governor Pritzker's Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete Committee of the Whole packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board's link on the Village's website, [www.algonquin.org](http://www.algonquin.org). If you would like to listen to the meeting, please go to <https://zoom.us/j/983676988> or dial in (877)853-5257 or (888)475-4499 webinar ID 983 676 988. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or [meetingcomments@algonquin.org](mailto:meetingcomments@algonquin.org) or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial \*9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
(See above instructions for public participation)
3. **Community Development**
  - A. Consider an Agreement with GovTemps for Senior Planner Services
  - B. Consider the Trails of Woods Creek Development (Redevelopment of Terrace Hill Golf Course)
4. **General Administration**
  - A. Consider Amending Chapter 33, Number of Licenses in Class B-1
5. **Public Works & Safety**
  - A. Consider Rejecting and Rebidding the Pressure Reducing Valve Replacement Project
  - B. Consider an Agreement with National Power Rodding Corp for the 2020 Drainage Structure Cleaning
  - C. Consider an Agreement with Superior Road Striping for Pavement Marking-Thermoplastic
  - D. Consider an Agreement with Chicagoland Paving for the 2020 Asphalt and Bike Path Repair Project.
  - E. Consider an Agreement with Roadsafet Traffic Systems for Pavement Marking Services-Paint
6. **Executive Session - None**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 9, 2020

TO: President Schmitt and Village Trustees

FROM: Tim Schloneger, Village Manager  
Russell Farnum, AICP, Community Development Director

SUBJECT: *Proposed New Contract Employee – Nathan Parch*

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Community Development Staff is asking for approval of a contract with GovTemps to hire Nathan Parch to fill the vacant Senior Planner position until a full time replacement is hired.

Nathan has over 20 years of experience in planning and zoning administration and is AICP Certified, including a broad scope of work in Glencoe and prior consulting work with Planning Resources. Nathan's resume is attached. His background and talents are suited to what CD requires, will fill a niche vacated by Ben Mason and supplement our current staff and workload

The contract terms include a 4-month term which can be extended for up to a year. Board approval is recommended.

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 16<sup>th</sup> day of March 2020 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **the Village of Algonquin** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

#### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps' own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps shall withhold from such

wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.07. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps workers' compensation carrier. GovTemps and GovTemps insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe



work place. In no way shall GovTemps rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees.** GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Municipality shall provide GovTemps with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on March 16, 2020 and shall continue in effect thereafter for a period of four (4) months (July 17,

2020), or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." The agreement may be extended on a month to month basis not exceed a total of twelve (12) months with agreement between all parties. Either party may terminate the agreement with thirty (30) days notice.

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement.** At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempssUSA, LLC within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempssUSA, LLC within thirty (30) days of the permanent employment date.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and

agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemps may be entitled.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates

that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and

return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road, Suite 130 Northbrook, IL 60062 Attention: Michael Earl Telephone: 224-261-8366 Email: mearl@govhrusa.com
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If to the Municipality:	Village of Algonquin Ganek Municipal Center 2200 Harnish Dr Algonquin, IL 60102 Attention: Tim Schloneger, Village Manager Telephone: 847-658-2700 Email: timschloneger@algonquin.org
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**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.14. Arbitration.**

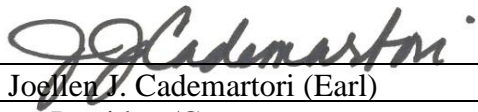
(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By   
Name: Joellen J. Cademartori (Earl)  
Title: President/Co-owner

MUNICIPALITY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Nathan Parch

**POSITION/ASSIGNMENT:** Interim Senior Planner

Village of Algonquin, IL

**POSITION TERM:** March 16, 2020 – July 17, 2020

Agreement may be extended on a month to month basis not to exceed a total of twelve (12) months on mutual agreement between all parties. Either party may terminate the agreement with 30 days notice.

**BASE COMPENSATION:** \$63/hour for hours worked only. Hours will be up

to 40 hours/week. Schedule shall be determined between the Municipality and the Worksite

Employee. Hours should be reported via email to [payroll@govtempsusa.com](mailto:payroll@govtempsusa.com) on the Monday after the prior work week. Municipality will be invoiced every other week for hours worked.

**GOVTEMPSSUSA, LLC.:**

**MUNICIPALITY:**

By: 

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

Date: 3/6/2020

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.



**VILLAGE OF ALGONQUIN  
MEMORANDUM**

DATE: April 1, 2020

TO: Tim Schloneger  
Village Manager

FROM: Michelle Weber  
Executive Secretary

SUBJECT: Consider Amending Chapter 33

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In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance increases the number of available Class B-1 by one. This change is the result of requests from:

- **World Food Enterprises, LLC (dba) Deli 4 You**, 1601 S. Randall Road, Algonquin is a new Deli/Bakery business near Bowlero and Best Buy and is planning on opening May 1. In addition to their Deli and Bakery goods they would like to offer the sale of alcohol for consumption off premise.

Staff recommends increasing the number of Class B-1 Liquor Licenses to 9.

mw

Attachment

**ORDINANCE NO. 2020 - O -**  
***An Ordinance Amending Chapter 33, Liquor Control***  
***and Liquor Licensing, of the Algonquin Municipal Code***

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Section 33.07-B, Paragraph 7 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

1. Nine Class B-1 licenses at any one time.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect April 22, 2020, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

\_\_\_\_\_  
Village President John C. Schmitt

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

by: \_\_\_\_\_  
Deputy Village Clerk, Michelle Weber

Passed: \_\_\_\_\_

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

Published: \_\_\_\_\_



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

**– M E M O R A N D U M –**

DATE: March 18, 2020

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Pressure Reducing Valve Replacements Year 1

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Tim, attached is the bid tabulation from the bid opening on Tuesday, March 17, 2020 for the Pressure Reducing Valve Replacement Year 1 Project that is provided for in the Water and Sewer Improvement Fund Budget for fy20/21.

Due to some communication and scheduling errors on behalf of staff, myself included, I regret to inform you that we will need to rebid. During the emergency shut down an email went out from Michelle Weber's desk confirming the bid openings were indeed moving forward. Unfortunately, the incorrect time was indicated for the 2nd scheduled bid opening in the email sent to all plan holders. The bids were opened at 10:00AM as stated in the email, at that time there was only one bidder. Then about 5 minutes later, after everyone left, another gentleman walked into the Boardroom with a bid and stated that the contract said 10:30AM, which I immediately confirmed from the already opened contract. I thought there was a mistake, so I honored the bid, not knowing about the email below. Lee Fell from CBBEL is a witness to the event.

*Please be advised, as a precaution, the Village of Algonquin has closed the administrative windows to the Public. With that said, the bid opening will still take place tomorrow at 10:00 a.m. at the Ganek Municipal Center. When you arrive at the Ganek Municipal Center please go to the 2<sup>nd</sup> window, there will be a box at the counter where bids can be placed accordingly. All bids will be pulled at 10:00 a.m. and opened in regular fashion. If you choose to stay for the bid opening, please congregate in the Village Board Room, leaving a 6 foot social distance from others. If you choose not to attend the opening, an informal bid tally will be placed on the Village's website before the end of the day tomorrow.*

The problem is that there were people in the Board Room that I didn't know who could have potentially relayed bid and pricing information electronically following the reading of the other bid. In addition, there is white-out on several numbers in the bid tab and the amounts are hand-written and could have been altered. The bid was indeed lower than the bid previously read aloud. I am not saying that this is in fact the case, here, but it raised cause for concern. The initial bidder has already protested the opening as irregular.

It is my recommendation, with strong concurrence from the Village Attorney, that all bids for this project be rejected and rebid. Thank you for your support on this matter, and I apologize for the inconvenience and delay.

**BID TABULATION  
PRESSURE REDUCING VALVE REPLACEMENT PROGRAM-YEAR 1  
VILLAGE OF ALGONQUIN**

		BID TABULATION BIDS RECD 3/17/2020		H. LINDEN & SONS SEWER 722 E. South Street, Unit D Plano, IL 60545		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>HUNTINGTON DRIVE PRV STATION &amp; SUSSEX ABANDONMENT</b>									
1	SILTATION FENCE	FOOT	80	\$ 3.00	\$ 240.00	\$ 9.00	\$ 720.00	\$ 10.00	\$ 800.00
2	TREE ROOT+B23:C41 PRUNING	EACH	2	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 425.00	\$ 850.00
3	INSERTING VALVE, 12-INCH IN 60-INCH VALVE VAULT WITH TY 1 FR & CL	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 20,880.00	\$ 20,880.00	\$ 8,000.00	\$ 8,000.00
4	GATE VALVE, 12-INCH (RESILIENT SEAT) IN 60-INCH VALVE VAULT WITH TY 1 FR & CL	EACH	4	\$ 6,000.00	\$ 24,000.00	\$ 8,400.00	\$ 33,600.00	\$ 7,000.00	\$ 28,000.00
5	WATER MAIN, 12" DIP CL 52	FOOT	200	\$ 210.00	\$ 42,000.00	\$ 186.00	\$ 37,200.00	\$ 165.00	\$ 33,000.00
6	FIRE HYDRANT ASSEMBLY WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 5,460.00	\$ 5,460.00	\$ 5,500.00	\$ 5,500.00
7	DUCTILE IRON FITTINGS	LB	2358	\$ 10.00	\$ 23,580.00	\$ 9.00	\$ 21,222.00	\$ 8.25	\$ 19,453.50
8	REINFORCED CONCRETE BASE PAD FOR PRESSURE REDUCING STATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,860.00	\$ 6,860.00	\$ 9,000.00	\$ 9,000.00
9	FURNISH ENGINEERED FLUID, INC. FACTORY BUILT UNDERGROUND PACKAGED PRESSURE REDUCING STATION	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 110,000.00	\$ 110,000.00	\$ 90,000.00	\$ 90,000.00
10	INSTALLATION OF ENGINEERED FLUID, INC. FACTORY BUILT UNDERGROUND PACKAGED PRESSURE REDUCING STATION	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 26,000.00	\$ 26,000.00	\$ 7,815.00	\$ 7,815.00
11	1-1/4" DIA. PVC SUMP DISCHARGE PIPING	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,160.00	\$ 1,160.00	\$ 1,000.00	\$ 1,000.00
12	ELECTRICAL SERVICE - COMPLETE	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 30,000.00	\$ 30,000.00	\$ 38,000.00	\$ 38,000.00
13	PRESSURE TESTING AND DISINFECTION - PRESSURE REDUCING VALVE STATIC	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00
14	PRESSURE TESTING AND DISINFECTION - WATER MAIN	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,100.00	\$ 1,100.00
15	SCADA - COMPLETE	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 43,500.00	\$ 43,500.00	\$ 60,000.00	\$ 60,000.00
16	PAVEMENT REMOVAL (BIKE PATH)	SY	55	\$ 10.00	\$ 550.00	\$ 18.00	\$ 990.00	\$ 16.50	\$ 907.50
17	AGGREGATE BASE COURSE, TYPE B, CA-6, 6" (BIKE PATH)	SY	55	\$ 18.00	\$ 990.00	\$ 18.00	\$ 990.00	\$ 22.00	\$ 1,210.00
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2" (BIKE PATH)	TON	7	\$ 300.00	\$ 2,100.00	\$ 430.00	\$ 3,010.00	\$ 192.50	\$ 1,347.50
19	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SQFT	150	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.00	\$ 16.50	\$ 2,475.00
20	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQFT	150	\$ 15.00	\$ 2,250.00	\$ 11.00	\$ 1,650.00	\$ 22.00	\$ 3,300.00

**BID TABULATION  
PRESSURE REDUCING VALVE REPLACEMENT PROGRAM-YEAR 1  
VILLAGE OF ALGONQUIN**

		BID TABULATION BIDS RECD 3/17/2020		H. LINDEN & SONS SEWER 722 E. South Street, Unit D Plano, IL 60545		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	4	\$ 3,000.00	\$ 12,000.00	\$ 1,940.00	\$ 7,760.00	\$ 2,750.00	\$ 11,000.00
22	REMOVE EXISTING STRUCTURE	EACH	1	\$ 500.00	\$ 500.00	\$ 3,360.00	\$ 3,360.00	\$ 1,320.00	\$ 1,320.00
23	ABANDON EXISTING STRUCTURE	EACH	4	\$ 500.00	\$ 2,000.00	\$ 480.00	\$ 1,920.00	\$ 880.00	\$ 3,520.00
24	WATER MAIN REMOVAL	FOOT	20	\$ 5.00	\$ 100.00	\$ 13.00	\$ 260.00	\$ 11.00	\$ 220.00
25	FOUNDATION MATERIAL	CU YD	15	\$ 28.00	\$ 420.00	\$ 86.00	\$ 1,290.00	\$ 55.00	\$ 825.00
26	RESTORATION	SY	455	\$ 15.00	\$ 6,825.00	\$ 20.00	\$ 9,100.00	\$ 33.00	\$ 15,015.00
27	LANDSCAPING AROUND PRESSURE REDUCING VALVE – COMPLETE	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00
28	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 28,000.00	\$ 28,000.00	\$ 16,500.00	\$ 16,500.00
29	MISCELLANEOUS ADDITIONS ORDERED BY THE ENGINEER	DOLLAR	25000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
<b>STONE GATE ROAD PRV REMOVAL</b>									
30	TREE ROOT PRUNING	EACH	5	\$ 110.00	\$ 550.00	\$ 300.00	\$ 1,500.00	\$ 467.50	\$ 2,337.50
31	TREE REMOVAL, 6-15 UNIT DIAMETER	UNIT	10	\$ 35.00	\$ 350.00	\$ 120.00	\$ 1,200.00	\$ 55.00	\$ 550.00
32	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 1,200.00	\$ 2,400.00	\$ 1,920.00	\$ 3,840.00	\$ 2,750.00	\$ 5,500.00
33	REMOVE EXISTING PRV AND VAULT	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 13,600.00	\$ 13,600.00	\$ 5,500.00	\$ 5,500.00
34	WATER MAIN, 8" DIP CL 52	FOOT	15	\$ 140.00	\$ 2,100.00	\$ 266.00	\$ 3,990.00	\$ 143.00	\$ 2,145.00
35	WATER MAIN, 12" DIP CL 52	FOOT	5	\$ 210.00	\$ 1,050.00	\$ 411.00	\$ 2,055.00	\$ 165.00	\$ 825.00
36	DUCTILE IRON FITTINGS	LB	709	\$ 10.00	\$ 7,090.00	\$ 9.00	\$ 6,381.00	\$ 8.25	\$ 5,849.25
37	WATER SERVICE CONNECTION, 1-INCH	EACH	1	\$ 1,400.00	\$ 1,400.00	\$ 3,610.00	\$ 3,610.00	\$ 2,200.00	\$ 2,200.00
38	WATER SERVICE PIPE, 1-INCH COPPER, DIRECTIONAL DRILL	FOOT	90	\$ 52.00	\$ 4,680.00	\$ 58.00	\$ 5,220.00	\$ 82.50	\$ 7,425.00
39	PAVEMENT REMOVAL	SY	12	\$ 10.00	\$ 120.00	\$ 82.00	\$ 984.00	\$ 11.00	\$ 132.00
40	CLASS D PATCHES, 4"	SY	12	\$ 98.00	\$ 1,176.00	\$ 116.00	\$ 1,392.00	\$ 55.00	\$ 660.00



**BID TABULATION  
PRESSURE REDUCING VALVE REPLACEMENT PROGRAM-YEAR 1  
VILLAGE OF ALGONQUIN**

		BID TABULATION BIDS RECD 3/17/2020		H. LINDEN & SONS SEWER 722 E. South Street, Unit D Plano, IL 60545		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
41	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SQFT	340	\$ 2.00	\$ 680.00	\$ 5.00	\$ 1,700.00	\$ 16.50	\$ 5,610.00
42	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQFT	340	\$ 10.00	\$ 3,400.00	\$ 10.00	\$ 3,400.00	\$ 22.00	\$ 7,480.00
43	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	20	\$ 6.00	\$ 120.00	\$ 22.00	\$ 440.00	\$ 5.50	\$ 110.00
44	COMBINATION CONCRETE CURB AND GUTTER	FOOT	20	\$ 85.00	\$ 1,700.00	\$ 48.00	\$ 960.00	\$ 66.00	\$ 1,320.00
45	ABANDON EXISTING STRUCTURE	EACH	1	\$ 500.00	\$ 500.00	\$ 480.00	\$ 480.00	\$ 880.00	\$ 880.00
46	REMOVE EXISTING STRUCTURE, SPECIAL	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00	\$ 5,500.00	\$ 5,500.00
47	WATER MAIN REMOVAL	FOOT	55	\$ 5.00	\$ 275.00	\$ 13.00	\$ 715.00	\$ 11.00	\$ 605.00
48	RESTORATION	SY	415	\$ 10.00	\$ 4,150.00	\$ 20.00	\$ 8,300.00	\$ 33.00	\$ 13,695.00
49	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
<b>HARNISH DRIVE PRV REMOVAL</b>									
50	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	3	\$ 1,200.00	\$ 3,600.00	\$ 1,940.00	\$ 5,820.00	\$ 2,750.00	\$ 8,250.00
51	REMOVE EXISTING STRUCTURE	EACH	2	\$ 500.00	\$ 1,000.00	\$ 480.00	\$ 960.00	\$ 1,320.00	\$ 2,640.00
52	ABANDON EXISTING STRUCTURE	EACH	1	\$ 500.00	\$ 500.00	\$ 480.00	\$ 480.00	\$ 880.00	\$ 880.00
53	REMOVE EXISTING STRUCTURE, SPECIAL	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 13,600.00	\$ 13,600.00	\$ 5,500.00	\$ 5,500.00
54	WATER MAIN REMOVAL	FOOT	85	\$ 5.00	\$ 425.00	\$ 13.00	\$ 1,105.00	\$ 11.00	\$ 935.00
55	WATER MAIN, 8" DIP CL 52	FOOT	20	\$ 141.00	\$ 2,820.00	\$ 266.00	\$ 5,320.00	\$ 143.00	\$ 2,860.00
56	WATER MAIN, 12" DIP CL 52	FOOT	25	\$ 210.00	\$ 5,250.00	\$ 411.00	\$ 10,275.00	\$ 165.00	\$ 4,125.00
57	DUCTILE IRON FITTINGS	LB	1009	\$ 10.00	\$ 10,090.00	\$ 9.00	\$ 9,081.00	\$ 8.25	\$ 8,324.25
58	GATE VALVE, 12-INCH (RESILIENT SEAT) IN 60-INCH VALVE VAULT WITH TY 1 FR & CL	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 8,400.00	\$ 8,400.00	\$ 7,000.00	\$ 7,000.00
59	PAVEMENT REMOVAL	SY	59	\$ 10.00	\$ 590.00	\$ 41.00	\$ 2,419.00	\$ 11.00	\$ 649.00
60	CLASS D PATCHES, 4"	SY	59	\$ 91.00	\$ 5,369.00	\$ 96.00	\$ 5,664.00	\$ 55.00	\$ 3,245.00

**BID TABULATION  
PRESSURE REDUCING VALVE REPLACEMENT PROGRAM-YEAR 1  
VILLAGE OF ALGONQUIN**

		BID TABULATION BIDS RECD 3/17/2020		H. LINDEN & SONS SEWER 722 E. South Street, Unit D Plano, IL 60545		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
61	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SQFT	435	\$ 2.00	\$ 870.00	\$ 5.00	\$ 2,175.00	\$ 16.50	\$ 7,177.50
62	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQFT	435	\$ 10.00	\$ 4,350.00	\$ 10.00	\$ 4,350.00	\$ 22.00	\$ 9,570.00
62	DETECTABLE WARNINGS	SQFT	24	\$ 38.00	\$ 912.00	\$ 36.00	\$ 864.00	\$ 23.10	\$ 554.40
64	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	79	\$ 6.00	\$ 474.00	\$ 22.00	\$ 1,738.00	\$ 5.50	\$ 434.50
65	COMBINATION CONCRETE CURB AND GUTTER	FOOT	79	\$ 45.00	\$ 3,555.00	\$ 48.00	\$ 3,792.00	\$ 66.00	\$ 5,214.00
66	REMOVE AND RESET SIGN	EACH	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00
67	ABANDON EXISTING STRUCTURE	EACH	1	\$ 500.00	\$ 500.00	\$ 480.00	\$ 480.00	\$ 1,100.00	\$ 1,100.00
68	RESTORATION	SY	225	\$ 10.00	\$ 2,250.00	\$ 20.00	\$ 4,500.00	\$ 33.00	\$ 7,425.00
69	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
	<b>TOTAL BASE BID (Items 1 - 69)</b>				<b>555,351.00</b>		<b>589,422.00</b>		<b>\$ 565,640.90</b>

% BELOW/ABOVE ENGINEER'S ESTIMATE

-1.82%

4.20%



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

**– M E M O R A N D U M –**

DATE: March 24, 2020

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: 2020 Drainage Structure Cleaning

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Tim, attached you will find a recommendation letter and the bid tabulation for the 2020 Drainage Structure Cleaning that is called out in the MFT Budget for fy20/21. National Power Rodding Corp. was the low bidder of 2 bids submitted.

National Power Rodding Corp. has worked successfully for the Village many times in the past. We have had a positive experience with them and they are a highly reputable company. We are fortunate to have them on the project.

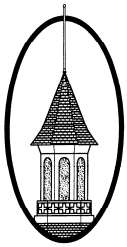
Concept Plumbing bid at 1,000 units at a cost of \$350/unit, for a total of \$350,000.00. The National Power Rodding Corp. bid at 1,000 units at a cost of \$200/unit, for a total cost of \$200,000.00. The Village's MFT budget has included \$200,000 for this maintenance activity in fy2020/2021.

Therefore, we recommend approval of the National Power Rodding Corp. bid in the amount of \$200,000.00 by the Committee of the Whole and move the motion on to the full Board of Trustees for their consideration.

Time: 10:00 AM

**Attendees:** Bob Mitchard, Tim Schloneger, Mark Juliano

[illegible]



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

**– M E M O R A N D U M –**

DATE: March 17, 2020

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Pavement Marking Bid - Thermoplastic*

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Bids were opened on March 12, 2020 for contracted service for thermoplastic pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, McHenry County Highway Department, as well as the communities of Algonquin, Huntley and McHenry.

There were 6 bidders on the project with Superior Road Striping coming in the lowest at \$265,174.45 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$73,822.75. \$90,000 is budgeted in the new FY 2020/2021 budget in the MFT Fund for pavement marking services to be used for both paint and thermoplastic markings.

4" line (combination of white & yellow)	77,987 linear feet
6" Line (combination of white & yellow)	3,105 lineal feet
12" line (combination of white & yellow)	5,263 linear feet
24" line (combination of white & yellow)	1,044 linear feet
Letters and symbols	3,032 square feet
Grinding Removal before replacement	37,905 square feet

Superior Road Striping had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid. We have used this company for the past 3 years to perform our pavement marking services and have been satisfied with their work.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Superior Road Striping to perform painting services for the 2020/21 fiscal year.

# McHenry County Division of Transportation

## Bid Tabulation

20-00000-05-GM

Thermoplastic Pavement Markings: Group 1 - Thermoplastic Pavement Markings

3/12/2020 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Superior Road Striping, Inc.		Marking Specialists Corporation		Roadsafe Traffic Systems, Inc	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	252,576	\$0.51	\$128,813.76	\$0.50	\$126,288.00	\$0.56	\$141,442.56	\$0.50	\$126,288.00
	Thermo Pvt Mkgs-Line 6"	ft	33,826	\$0.85	\$28,752.10	\$0.70	\$23,678.20	\$1.20	\$40,591.20	\$1.00	\$33,826.00
	Thermo Pvt Mkgs-Line 8"	ft	1,688	\$1.15	\$1,941.20	\$1.00	\$1,688.00	\$1.60	\$2,700.80	\$2.00	\$3,376.00
	Thermo Pvt Mkgs-Line 12"	ft	17,772	\$1.45	\$25,769.40	\$1.50	\$26,658.00	\$2.40	\$42,652.80	\$2.00	\$35,544.00
	Thermo Pvt Mkgs-Line 24"	ft	4,063	\$4.30	\$17,470.90	\$3.75	\$15,236.25	\$4.95	\$20,111.85	\$4.00	\$16,252.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	11,695.0	\$4.50	\$52,627.50	\$3.75	\$43,856.25	\$3.60	\$42,102.00	\$4.00	\$46,780.00
	Pvt Mkg-Removal	sq ft	111,079.0	\$0.95	\$105,525.05	\$0.25	\$27,769.75	\$0.45	\$49,985.55	\$0.30	\$33,323.70
	<b>TOTAL</b>				\$360,899.91		<b>\$265,174.45</b>		\$339,586.76		\$295,389.70

Low Bid

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings, Inc.		STF, LLC dba Traffic Control Company		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	252,576	\$0.51	\$128,813.76	\$0.55	\$138,916.80	\$0.85	\$214,689.60	\$0.55	\$138,916.80
	Thermo Pvt Mkgs-Line 6"	ft	33,826	\$0.85	\$28,752.10	\$0.82	\$27,737.32	\$1.38	\$46,679.88	\$1.00	\$33,826.00
	Thermo Pvt Mkgs-Line 8"	ft	1,688	\$1.15	\$1,941.20	\$1.00	\$1,688.00	\$1.83	\$3,089.04	\$1.55	\$2,616.40
	Thermo Pvt Mkgs-Line 12"	ft	17,772	\$1.45	\$25,769.40	\$1.97	\$35,010.84	\$2.75	\$48,873.00	\$2.25	\$39,987.00
	Thermo Pvt Mkgs-Line 24"	ft	4,063	\$4.30	\$17,470.90	\$3.89	\$15,805.07	\$5.49	\$22,305.87	\$4.50	\$18,283.50
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	11,695.0	\$4.50	\$52,627.50	\$3.89	\$45,493.55	\$5.49	\$64,205.55	\$4.50	\$52,627.50
	Pvt Mkg-Removal	sq ft	111,079.0	\$0.95	\$105,525.05	\$0.36	\$39,988.44	\$0.50	\$55,539.50	\$0.50	\$55,539.50
	<b>TOTAL</b>				\$360,899.91		\$304,640.02		\$455,382.44		\$341,796.70

### Bidders

<b>Superior Road Striping, Inc.</b>	<b>1980 N. Hawthorne Ave</b>	<b>Melrose Park, IL 60160</b>
Marking Specialists Corporation	PO Box 745	Arlington Heights, IL 60006
Roadsafe Traffic Systems, Inc	12225 Disk Drive	Romeoville, IL 60046
Precision Pavement Markings, Inc.	1220 Bell Court	Pingree Grove, IL 60140
STF, LLC dba Traffic Control Company	16961 S State St	South Holland, IL 60473
Maintenance Coatings Company	543 Woodbury Street	South Elgin, IL 60177

## McHenry County Division of Transportation

### Bid Tabulation

20-00000-05-GM

Thermoplastic Pavement Markings: Group 2 - Hot Spray Thermoplastic Pavement Markings

3/12/2020 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Superior Road Striping, Inc.		Marking Specialists Corporation		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Hot Spray Thermoplastic Pvt Mkg - Line 4"	ft	290,130	\$0.25	\$72,532.50	\$0.25	\$72,532.50	\$0.32	\$92,841.60	\$0.25	\$72,532.50
	Hot Spray Thermoplastic Pvt Mkg - Line 6"	ft	4,500	\$0.29	\$1,305.00	\$0.45	\$2,025.00	\$0.50	\$2,250.00	\$0.45	\$2,025.00
	<b>TOTAL</b>				<b>\$73,837.50</b>		<b>\$74,557.50</b>		<b>\$95,091.60</b>		<b>\$74,557.50</b>

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings, Inc.		STF, LLC dba Traffic Control Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Hot Spray Thermoplastic Pvt Mkg - Line 4"	ft	290,130	\$0.25	\$72,532.50	\$0.22	\$63,828.60	\$0.27	\$78,335.10
	Hot Spray Thermoplastic Pvt Mkg - Line 6"	ft	4,500	\$0.29	\$1,305.00	\$0.35	\$1,575.00	\$0.40	\$1,800.00
	<b>TOTAL</b>				<b>\$73,837.50</b>		<b>\$65,403.60</b>		<b>\$80,135.10</b>

Low Bid

#### Bidders

Superior Road Striping, Inc.	1980 N. Hawthorne Ave	Melrose Park, IL 60160
Marking Specialists Corporation	PO Box 745	Arlington Heights, IL 60006
Roadsafe Traffic Systems, Inc	12225 Disk Drive	Romeoville, IL 60046
<b>Precision Pavement Markings, Inc.</b>	<b>1220 Bell Court</b>	<b>Pingree Grove, IL 60140</b>
STF, LLC dba Traffic Control Company	16961 S State St	South Holland, IL 60473

RETURN WITH BID



**Local Public Agency  
Material Proposal or  
Deliver & Install  
Proposal**

PROPOSAL SUBMITTED BY		
<u>Superior Road Striping Inc.</u>		
Contractor's Name		
<u>1980 N. Hawthorne Ave</u>		
Street	P.O. Box	
<u>Melrose Park IL</u>	<u>60160</u>	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 20-00000-05-GM

TYPES OF FUNDS NON - MFT

☐ MATERIAL PROPOSAL

☒ DELIVER & INSTALL PROPOSAL

☒ SPECIFICATIONS (required)

☐ PLANS (if applicable)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☒ Released for bid based on limited review

Joseph P. Karpelinski Jr.  
Regional Engineer

February 25, 2020

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

Joseph P. Karpelinski Jr.  
County Engineer/Superintendent of Highways

February 25, 2020

Date

**County Engineer**

On behalf of IDOT pursuant to Agreement of  
Understanding dated March 4, 2005

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



# RETURN WITH BID

## NOTICE TO BIDDERS

County McHenry  
Local Public Agency McHenry County  
Section Number 20-00000-05-GM  
Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of Division of Transportation,

16111 Nelson Road Woodstock, IL 60098

Address

until

10:00 AM

Time

on

March 12, 2020

Date

- Plans and proposal forms will be available in the office of McHenry County Division of Transportation  
https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/doing-business  
Address
- ☒ Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
- The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 20-00000-05-GM".

By Order of McHenry County Board  
(Awarding Authority)

2/25/2020  
Date

Joseph R. Korpalski, Jr, P.E.  
(County Engineer/Superintendent of Highways/Municipal Clerk)

### Material Proposal or Deliver & Install Proposal

To McHenry County Board  
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2020, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: \_\_\_\_\_ % \_\_\_\_\_ calendar days: \_\_\_\_\_ % \_\_\_\_\_ calendar days.

Discounts will not be considered in determining the low bidder.

Bidder Superior Road Striping Inc

By John Young  
(Signature)

Address 1980 N. Hawthorne Ave

Title President



**Illinois Department  
of Transportation**

**Apprenticeship or Training  
Program Certification**

**Return with Bid**

Route Various  
County McHenry  
Local Agency McHenry County  
Section 20-00000-05-GM

**All contractors are required to complete the following certification:**

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
Local 786



- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder:

Superior Road Striping Inc

By:

[Signature]

(Signature)

Address:

1980 N. Hawthorne Ave  
Melrose Park IL 60160

Title:

STAN YARD PRESIDENT



## Material Proposal Schedule of Prices

[illegible]

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

John Yaris  
Signature of Bidder

1980 N. Hawthorne Ave  
Address

Melrose Park IL 60160





## RETURN WITH BID

Route	Various
County	McHenry
Local Agency	McHenry County
Section	20-00000-05-GM

WE Superior Road Striping, Inc. 1980 Hawthorne Avenue, Melrose Park, IL 60160 as PRINCIPAL,

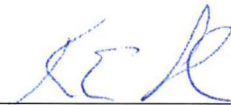
BLR 12230 (Rev. 7/05)

SURETY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS   )  
COUNTY OF COOK) ss:


On this **12th** day of **March** in the year **2020**, before me personally came **Sharon A. Foulk**, to me known, who, being by me duly sworn, did depose and say that she resides in **Island Lake, Illinois**; that he is the **ATTORNEY-IN-FACT** of **The Guarantee Company of North America USA**, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

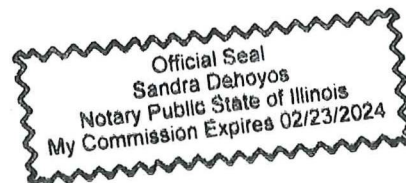


  
\_\_\_\_\_  
Notary Public  
Karen E. Socha, Exp. 1/13/2024

STATE OF ILLINOIS   )  
COUNTY OF COOK) ss:

On this **12th** day of **March** in the year **2020** before me personally came **Joan Yario**, to me known, who, being by me duly sworn, did depose and say he/she resides in **Bensenville, Illinois** and that she is the **President** of the **Superior Road Striping, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of said corporation and that he signed his/her name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
Sandra De Hoyos, Exp. 2/23/2024





**The Guarantee Company of North America USA**  
Southfield, Michigan

Bond No. Bid Bond  
Principal: Superior Road Striping, Inc.  
Obligee: McHenry County D.O.T.

**POWER OF ATTORNEY**

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Sharon A. Foulk*

*Arthur J Gallagher Risk Management Services, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024

Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of March, 2020.

Randall Musselman, Secretary



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

**– M E M O R A N D U M –**

DATE: March 17, 2020

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: MFT Asphalt Patching and Bike Path Repair

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Tim, attached you will find a recommendation letter and the bid tabulation for the 2020 Asphalt Patching and Bike Path Repair that is called out in the MFT Budget for fy20/21. Chicagoland Paving was the low bidder of 5 bids submitted. Maneval Construction had some minor math errors in their line item calculations (highlighted in yellow on the bid tab attached) that did not affect the order of the total bid costs, as submitted.

Chicagoland has worked successfully for the Village and is well situated to implement and successfully complete this project. We are fortunate to have them on the project and I anticipate a successful improvement. They have performed contractual bike path replacement work in the past for us and have built several tennis courts in town.

The budgets for this work in MFT Fund were assembled using pricing from several 2019 paving projects, but patching and the more difficult hand work involved in bike path work must have driven up prices. Asphalt Patching was budgeted at \$150,000 and Bike Path Repair at \$100,000. The Chicagoland Paving bid is at \$300,269.50. We can either cut the amount of bike path slated for replacement, cut other expenditures included in the MFT budget, or overspend the line item and pass a supplemental resolution next year with IDOT that will allow us to use more of our allocated funds through the MFT program. My suggestion would be to do all the work now, attempt to cut elsewhere, and wait until this time next year to assess the amount we spend in MFT and consider the supplemental resolution. I do not want to risk falling further behind on our bike path replacement program than we already are.

Therefore, we recommend approval of the Chicagoland Paving bid in the amount of \$300,269.50 by the Committee of the Whole and move the motion on to the full Board of Trustees for their consideration.





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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 17, 2020

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attention: Bob Mitchard

Subject: 2020 MFT Asphalt Patching  
**Bid Results**  
(CBBEL Project No. 070273.00137)

Dear Bob:

On Tuesday, March 17<sup>th</sup>, at 10:00 a.m. bids were received and opened for the aforementioned project. Five (5) bids were received and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>	<u>BID (AS CORRECTED)</u>
CHICAGOLAND PAVING CONTRACTORS, INC.	\$300,269.50	
MANEVAL CONSTRUCTION CO, INC.	\$310,554.45	\$310,600.16
JA JOHNSON PAVING COMPANY	\$326,708.05	
ARROW ROAD CONSTRUCTION CO.	\$396,992.30	
CURRAN CONSTRUCTION	\$434,974.65	

Chicagoland Paving is the low qualified bidder with a bid amount of \$300,269.50. Chicagoland Paving has performed acceptable work in the past on multiple other CBBEL projects and CBBEL believes their bid is in order. Therefore, our office recommends accepting Chicagoland Paving's bid depending on the Village's budget. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee M Fell, PE  
Assistant Department Head, Civil Engineering Design

Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018

VILLAGE OF ALGONQUIN  
2020 MFT ASPHALT PATCHING

BID TABULATION  
DATE: March 17, 2020

				CHICAGOLAND PAVING CONTRACTORS, INC.		MANEVAL CONSTRUCTION CO, INC.		JA JOHNSON PAVING COMPANY		ARROW ROAD CONSTRUCTION CO.		CURRAN CONSTRUCTION	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	3,005	\$ 5.00	\$ 15,025.00	\$ 5.85	\$ 17,579.25	\$ 3.00	\$ 9,015.00	\$ 10.00	\$ 30,050.00	\$ 6.98	\$ 20,974.90
2	SEEDING, CLASS 1A	SQ YD	3,005	\$ 1.00	\$ 3,005.00	\$ 1.17	\$ 3,515.85	\$ 1.50	\$ 4,507.50	\$ 0.33	\$ 991.65	\$ 1.00	\$ 3,005.00
3	EROSION CONTROL BLANKET	SQ YD	3,005	\$ 2.30	\$ 6,911.50	\$ 1.29	\$ 3,876.45	\$ 5.75	\$ 17,278.75	\$ 1.89	\$ 5,679.45	\$ 2.15	\$ 6,460.75
4	PREPARATION OF BASE	SQ YD	7,560	\$ 2.65	\$ 20,034.00	\$ 0.41	\$ 3,099.60	\$ 0.70	\$ 5,292.00	\$ 1.87	\$ 14,137.20	\$ 1.65	\$ 12,474.00
5	HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50	TON	935	\$ 110.00	\$ 102,850.00	\$ 106.38	\$ 99,465.30	\$ 118.00	\$ 110,330.00	\$ 116.20	\$ 108,647.00	\$ 105.00	\$ 98,175.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7,560	\$ 3.50	\$ 26,460.00	\$ 5.32	\$ 40,219.20	\$ 5.00	\$ 37,800.00	\$ 5.20	\$ 39,312.00	\$ 4.50	\$ 34,020.00
7	CLASS D PATCHES, TYPE I, 2 INCH	SQ YD	12	\$ 30.00	\$ 360.00	\$ 112.92	\$ 1,355.04	\$ 25.00	\$ 300.00	\$ 210.00	\$ 2,520.00	\$ 80.00	\$ 960.00
8	CLASS D PATCHES, TYPE II, 2 INCH	SQ YD	24	\$ 25.00	\$ 600.00	\$ 50.72	\$ 1,217.28	\$ 25.00	\$ 600.00	\$ 210.00	\$ 5,040.00	\$ 65.00	\$ 1,560.00
9	CLASS D PATCHES, TYPE III, 2 INCH	SQ YD	39	\$ 25.00	\$ 975.00	\$ 34.29	\$ 1,337.31	\$ 19.30	\$ 752.70	\$ 210.00	\$ 8,190.00	\$ 50.00	\$ 1,950.00
10	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	7,297	\$ 17.00	\$ 124,049.00	\$ 19.04	\$ 138,934.88	\$ 19.30	\$ 140,832.10	\$ 25.00	\$ 182,425.00	\$ 35.00	\$ 255,395.00
				TOTAL =	\$ 300,269.50	TOTAL =	\$ 310,600.16	TOTAL =	\$ 326,708.05	TOTAL =	\$ 396,992.30	TOTAL =	\$ 434,974.65



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

**– M E M O R A N D U M –**

DATE: March 17, 2020

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Pavement Marking Bid - Paint*

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Bids were opened on March 12, 2020 for contracted service for paint pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, McHenry County Highway Department, as well as the communities of Algonquin, Huntley and McHenry.

There were 4 bidders on the project with RoadSafe Traffic Systems, Inc. coming in the lowest at \$326,433.74 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$6,686.50. \$90,000 is budgeted in the new FY 2020/2021 budget in the MFT Fund for pavement marking services to be used for both paint and thermoplastic markings.

4" line (combination of white & yellow)	34,000 linear feet
6" line (combination of white & yellow)	566 linear feet
12" line (combination of white & yellow)	550 linear feet
24" line (combination of white & yellow)	200 linear feet
Letters and symbols	350 square feet

RoadSafe Traffic Systems had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of RoadSafe Traffic Systems, Inc. to perform painting services for the 2020/21 fiscal year.

# McHenry County Division of Transportation

## Bid Tabulation

20-00000-10-GM

Paint Pavement Markings

3/12/2020 @ 9:00 am

Item No.	Items	Unit	Engineer's Estimate			Preform Traffic Control Systems		RoadSafe Traffic Systems, Inc	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	2,669,604	\$0.10	\$266,960.40	\$0.13	\$347,048.52	\$0.11	\$293,656.44
	Paint Pvt Mkgs-Line 6"	ft	65,530	\$0.27	\$17,693.10	\$0.44	\$28,833.20	\$0.25	\$16,382.50
	Paint Pvt Mkgs-Line 8"	ft	50	\$0.27	\$13.50	\$0.900	\$45.00	\$1.70	\$85.00
	Paint Pvt Mkgs-Line 12"	ft	3,484	\$1.30	\$4,529.20	\$1.900	\$6,619.60	\$1.70	\$5,922.80
	Paint Pvt Mkgs-Line 24"	ft	2,595	\$2.05	\$5,319.75	\$1.990	\$5,164.05	\$3.40	\$8,823.00
	Paint Pvt Mkgs-Letters & Symbols	sq ft	460.0	\$2.20	\$1,012.00	\$2.250	\$1,035.00	\$3.40	\$1,564.00
	<b>TOTAL</b>				\$295,527.95		\$388,745.37		<b>\$326,433.74</b>

Low Bid

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings		STF, LLC dba Traffic Control Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	2,669,604	\$0.10	\$266,960.40	\$0.11	\$293,656.44	\$0.13	\$347,048.52
	Paint Pvt Mkgs-Line 6"	ft	65,530	\$0.27	\$17,693.10	\$0.39	\$25,556.70	\$0.62	\$40,628.60
	Paint Pvt Mkgs-Line 8"	ft	50	\$0.27	\$13.50	\$0.40	\$20.00	\$0.90	\$45.00
	Paint Pvt Mkgs-Line 12"	ft	3,484	\$1.30	\$4,529.20	\$0.97	\$3,379.48	\$1.36	\$4,738.24
	Paint Pvt Mkgs-Line 24"	ft	2,595	\$2.05	\$5,319.75	\$1.99	\$5,164.05	\$2.69	\$6,980.55
	Paint Pvt Mkgs-Letters & Symbols	sq ft	460.0	\$2.20	\$1,012.00	\$1.49	\$685.40	\$2.69	\$1,237.40
	<b>TOTAL</b>				\$295,527.95		\$328,462.07		\$400,678.31

### Bidders

Preform Traffic Control Systems, LTD	625 Richard Ln	Elk Grove, IL 60007
<b>RoadSafe Traffic Systems, Inc.</b>	<b>12225 Disk Dr</b>	<b>Romeoville, IL 60446</b>
Precision Pavement Marking, Inc.	955 Grace Street	Elgin, IL 60120
STF, LLC dba Traffic Control Company	16961 S State St	South Holland, IL 60473

RETURN WITH BID



**Local Public Agency  
Material Proposal or  
Deliver & Install  
Proposal**

PROPOSAL SUBMITTED BY		
<del>Contractor's Name</del> RoadSafe Traffic Systems, Inc		
12225 Disk Drive		
Street	Romoeville IL 60446	P.O. Box
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 20-00000-10-GM

TYPES OF FUNDS NON - MFT

☐ MATERIAL PROPOSAL  
☒ SPECIFICATIONS (required)

☒ DELIVER & INSTALL PROPOSAL  
☐ PLANS (if applicable)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☒ Released for bid based on limited review

*Joseph R. Kopecinski Jr.*  
Regional Engineer

February 25, 2020

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

*Joseph R. Kopecinski Jr.*  
County Engineer/Superintendent of Highways

February 25, 2020

Date

**County Engineer**

On behalf of IDOT pursuant to Agreement of  
Understanding dated March 4, 2005

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



# RETURN WITH BID

## NOTICE TO BIDDERS

County McHenry  
Local Public Agency McHenry County  
Section Number 20-00000-10-GM  
Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of Division of Transportation,

16111 Nelson Road Woodstock, IL 60098

Address

until 9:00 AM

Time

on March 12, 2020

Date

- Plans and proposal forms will be available in the office of McHenry County Division of Transportation  
https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/doing-business  
Address
- ☒ Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
- The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 20-00000-10-GM".

By Order of McHenry County Board  
(Awarding Authority)

2/25/2020  
Date

Joseph R. Korpalski, Jr, P.E.  
(County Engineer/Superintendent of Highways/Municipal Clerk)

### Material Proposal or Deliver & Install Proposal

To McHenry County Board  
(Awarding Authority)

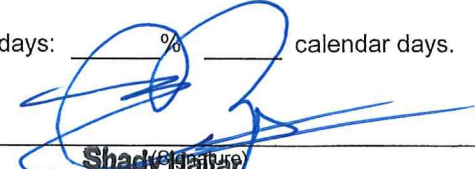
If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2020, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: \_\_\_\_\_ % \_\_\_\_\_ calendar days: \_\_\_\_\_ % \_\_\_\_\_ calendar days.

Discounts will not be considered in determining the low bidder.

Bidder RoadSafe Traffic Systems, Inc  
12225 Disk Drive  
Address Romoeville IL 60446

By   
Title VP Midwest & Southeast Districts



**Illinois Department  
of Transportation**

**Apprenticeship or Training  
Program Certification**

Return with Bid

Route	Various
County	McHenry
Local Agency	McHenry County
Section	20-00000-10-GM

***All contractors are required to complete the following certification:***

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters: Joint Council #25; Local 179.

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- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: RoadSafe Traffic Systems, Inc  
12225 Disk Drive  
Address: Romoeville IL 60446

By:   
(Signature)  
Title: Shady Hajjar  
VP Midwest &  
Southeast Districts



[illegible]

Signature of Bidder

RoadSafe Traffic Systems, Inc  
12225 Disk Drive  
Brommerville IL 60446



## Local Agency Proposal Bid Bond

Route	Various
County	McHenry
Local Agency	McHenry County
Section	20-00000-10-GM

## PAPER BID BOND

WE RoadSafe Traffic Systems, Inc., 12225 Disk Drive, Romeoville, IL 60446 as PRINCIPAL

and Westchester Fire Insurance Company, 436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106 (215) 640-1000 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th day of February, 2020

Principal

RoadSafe Traffic Systems, Inc.

(Company Name)

(Company Name)

By:

**Shady Hajjar**  
**VP Midwest &**  
**Southeast Districts**

By:

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

### Surety

Westchester Fire Insurance Company

(Name of Surety)

By:

(Signature of Attorney-in-Fact) Rebecca S. Leal

STATE OF ILLINOIS,

COUNTY OF SEE ATTACHED

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_ (Notary Public)

### ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL**

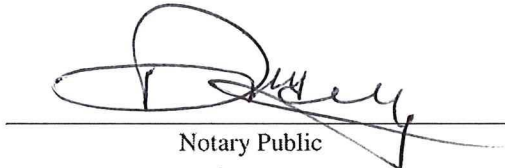
STATE OF ILLINOIS

COUNTY OF Will

I, Dianne T Gerling, a Notary Public in and for said county, do hereby certify that Shay Hajar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of February, 2020.

My Commission Expires  OFFICIAL SEAL  
DIANNE T GERLING  
NOTARY PUBLIC - STATE OF ILLINOIS  
COMMISSION EXPIRES: 12/02/22

  
Notary Public

**ACKNOWLEDGMENT OF SURETY**

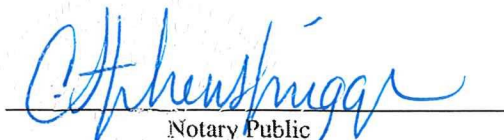
STATE OF MISSOURI

COUNTY OF JACKSON

I, C. Stephens Griggs, a Notary Public in and for said county, do hereby certify that Rebecca S. Leal, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of February, 2020.

My Commission Expires: 6/21/2023

  
Notary Public

**C. STEPHENS GRIGGS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 6/21/2023  
COMMISSION # 15204195**





## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christy M. Braile, Laura M. Buhrmester, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore and Charles R. Teter, III of Kansas City, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7<sup>th</sup> day of November, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 7<sup>th</sup> day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 28, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



**RoadSafe Traffic Systems, Inc.**  
12225 Disk Drive  
Romeoville, IL 60446  
Phone (815) 372-2300  
Fax (815) 927-0110

McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, IL 60098

Friday, February 28<sup>th</sup>, 2020

**Affidavit Regarding Availability**

To whom it may concern,  
RoadSafe Traffic Systems, Inc. is looking to forgo the filing of an Affidavit Regarding Availability form for the 2020 Paint Pavement Markings due to our company's listing on our Certificate of Eligibility as being Super Unlimited. We are submitting this request along with our Certificate of Eligibility.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Seeman", with a horizontal line extending to the right.

Bill Seeman  
Estimator



Illinois Department  
of Transportation

## Certificate of Eligibility

RoadSafe Traffic Systems, Inc.  
12225 Disk Drive ROMEOVILLE, IL 60446

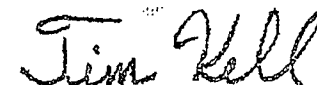
Contractor No 5091

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

026	SIGNING	\$10,275,000	
030	INST. RAISED PAV'T. MARKERS	\$4,175,000	
27A	PAV'T. MARKING (PAINT)	\$16,325,000	
27B	PAV'T MARKING (THERMO)	\$32,425,000	K
27C	PAV'T. MARKING (EPOXY)	\$20,525,000	K
27D	PAV'T MARKINGS (POLYUREA)	\$6,200,000	K
27E	PAV'T MARKING (MODIFIED URETHANE)	\$3,550,000	K

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/7/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/8/2019.

K Approved by Engineer of Operations

  
\_\_\_\_\_  
Engineer of Construction