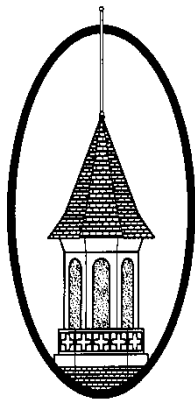


AGENDA
COMMITTEE OF THE WHOLE
June 15, 2021
2200 Harnish Drive
Village Board Room
7:45 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
3. **Community Development**
 - A. Consider a Public Event/Entertainment License for Rockin’ Rollick Algonquin Public Library District’s 100th Birthday Event at Spella Park
 - B. Discussion and Direction of the Proposed Algonquin Corporate Campus – NorthPoint Development
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with Utility Service Co., Inc. for the Countryside Standpipe Maintenance Program
 - B. Consider an Agreement with Christopher B. Burke Engineering Ltd. (CBBEL) for the Harrison and Washington Street Streetscape Design and Dry Utility Replacement Project (DURP) 70% Design Plans
 - C. Consider an Agreement with Burke LLC for the Harrison and Washington Street Streetscape Design and Dry Utility Replacement Project (DURP) 70% Design Plans
 - D. Consider an Agreement with Christopher B. Burke Engineering Ltd. For the North River Road Right of Way (ROW) Project
 - E. Consider an Agreement with Burke LLC for the Main St., Water Main Extension Project
 - F. Consider an Agreement with Marc Kresmery Construction, LLC for the Woods Creek Pump Station Improvements Project
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



Village of Algonquin

The Gem of the Fox River Valley

DATE: June 10, 2021

TO: Committee of the Whole
Tim Schloneger, Village Manager

FROM: Jason C. Shallcross, AICP, Community Development Director

SUBJECT: Public Event/Entertainment License Application: Rockin' Rollick: 100th Birthday Bash!

Kate Cundiff, on behalf of the Algonquin Area Public Library, is seeking approval of a public event license application to allow a temporary roller rink and amplification system to be placed at the Spella Park parking lot. The roller rink event will last from 9:30AM to 5:30pm, and the rink will be constructed by Record-A-Hit. It will include 2,400 square feet with plexiglass sides to ensure safety. The company will also provide benches, a sound system, and generator for the event.

Staff have reviewed the request and recommend approval with the following conditions as outlined in the attached Event Permit.

Approval contingent upon the following:

- A Public Event License does not contain provisions for food or drink;
- The time of the event is from 9:30AM to 5:30PM, and all trash must be cleaned up at the end of the event;
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Prior to commencing any of the activities approved by the public event permit, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements; and
- The public event shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;



VILLAGE OF ALGONQUIN PUBLIC EVENT/ENTERTAINMENT LICENSE

A Public Event/Entertainment License is hereby issued to:

Algonquin Library- Spella Park Roller Rink

Name of Event: Rockin' Rollick: 100th Birthday Bash!
Event Contact: Kate Cundiff, 847-458-3144 (Algonquin Area Public Library District)
Location(s) of Event: Spella Park
Date(s) of Event: July 31, 2021
Time(s) of Event: 9:00 am – 5:30 pm
Nature of the Event: Temporary Roller Rink and sound system
Parking/Traffic: No parking will be available in the parking lot during the event, parking will be available at 2600 Harnish Avenue.
Security: Security and traffic flow will be discussed with the Algonquin Police Department.
Additional Notes: Police officers and all other Village officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code.

Additional Requirements:

- A Public Event License does not contain provisions for food or drink;
- The time of the event is from 9:30AM to 5:30PM, and all trash must be cleaned up at the end of the event;
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Prior to commencing any of the activities approved by the public event permit, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements; and
- The public event shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;

Date Issued: July 6, 2021

Approved By: _____
Jason C. Shallcross, AICP, Community Development Director

Cc: Village Manager
Police Department
Community Development



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Rockin' Rollick: 100th Birthday Bash

Sponsoring Organization:

Name: Algonquin Area PLD Contact Name: Sara Murray
Address: 2600 Harnish Drive
City, State, ZIP: Algonquin, IL 60102
Phone: 847.458.3134 Email: smurray@aapld.org

Event Coordinator:

Name: Kate Cundiff
Home Address: [REDACTED]
City, State, ZIP: Elgin, IL 60123
Phone: 847.458.3144 Email: kate.cundiff@aapld.org

Event Information:

Describe the Nature of the Event: Portable roller rink (2400ft²) on site
in Spella Park parking lot for use by AAPLD
summer reading participants.

New Event ☒ Repeat Event ☐ If repeat, will anything be different this year? ☐

Event Address: 2610 Harnish Dr., Algonquin, IL 60102

Date(s) and Time(s) of the Event: Saturday, July 31, 2021 - 12-4 pm

Rain Date(s), if applicable:

Set-Up Date/Time: Saturday, July 31, 2021 - 9:30 am - 12 pm

Maximum Number of Attendees/Participants Expected: 480 (over 4 hour period)

Admission Fee: Yes ☐ No ☒ If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations):

Event Website: bit.ly/RockinRollick

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Staff from Record-A-Hit Entertainment as well as AAPLD staff will be onsite and monitoring activity for the entirety of the afternoon. Record-A-Hit is fully insured.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Parking available at AAPLD, on street or at District 300 building located at 2550 Harnish Drive.

Will there be a need for road closures? Yes _____ No X If Yes, please explain: _____

Are you requesting Algonquin Police Officer(s) presence? Yes _____ No X If Yes, to perform what function? _____

Do you want a fire truck or ambulance present? Yes _____ No X If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes X No _____ If Yes, please describe desired size, location and date(s) that the signage will be displayed: Small, directional signage to be posted near parking lot entrance on day of event only.

Do you wish to serve alcoholic beverages? Yes _____ No X

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes _____ No _____ If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes X No _____ If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

A sound system will be in use during operational hours only (12-4pm) Generator to power sound system provided by Record-A-Hit Entertainment.

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

Do you plan on holding a raffle during this event? Yes _____ No X
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Kate Cundiff
On-site contact's cell number: [REDACTED]
On-site contact's work number: 847-458-3144
On-site contact's home number: N/A

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Kate Cundiff
Signature of Applicant

6-1-21

Date

Kate Cundiff
Printed Name of Applicant

(8/2017)

Proposed Schedule for Saturday, July 31, 2021 – Spella Park

Event to take place weather permitting

9:30 AM – Record-A-Hit arrives on site to begin roller rink setup

Roller rink is 2400 square feet with Plexiglas on 2 sides to ensure safety

Company will provide benches for changing as well as a generator

AAPLD will provide sound system; staff to play music for the rink

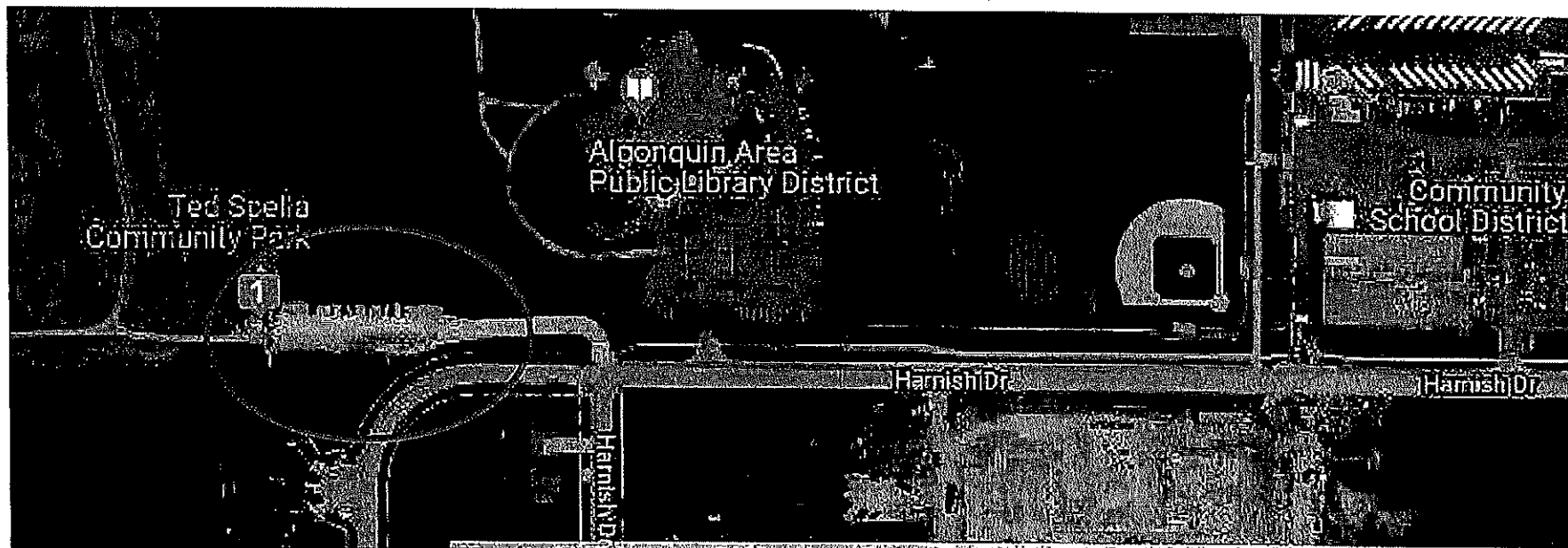
Rink will be staffed by Record-A-Hit, AAPLD staff will also be onsite to help ensure social distancing

Attendees will utilize street parking and/or D300 parking lot

12:00 PM – 4:00 PM Roller rink available for attendees

4:00 PM – 5:30 PM Record-A-Hit tears down roller rink

Rink must be set
up on pavement
(2400 sq. ft.)



Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ If not, contact us immediately.
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT State of Illinois Department of Revenue OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

ALGONQUIN AREA PUBLIC LIBRARY
2600 HARNISH DR
ALGONQUIN IL 60102-5900

Sales Tax Exemption Certificate

Issue date: 02/10/2020	Sales Tax Exemption E99950405
Expiration date: 03/01/2025	Organization type Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT - DO NOT DESTROY



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Committee of the Whole
Tim Schloneger, Village Manager

FROM: Jason Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

DATE: June 9, 2021

RE: Algonquin Corporate Campus – NorthPoint Development Proposal

NorthPoint Development, the Petitioner, is seeking feedback on a preliminary concept to develop a 5-building corporate campus at the southwest corner of Longmeadow Parkway and Randall Road. The Subject Property, commonly referred to as part of Gaitsch Farm, is approximately 142 acres in size. If approved, a 13.6 acre out-lot parcel zoned B-2 Commercial would remain at the northeastern corner of the property.

NorthPoint Development is requesting tax increment financing (TIF) assistance as part of this project. Staff is working with the developer and Community Unit School District 300 (CUSD 300) to ensure all parties agree on the use of TIF funds to support this project. The Village Board will be asked to approve an ordinance authorizing staff to begin the process of exploring the possibility of establishing a TIF District at the next regular Board meeting.

Additional information about the concept is provided below.

The Development

- Potential creation of 500 – 1,000 new permanent jobs
- 5 industrial/flex buildings totaling 1.7 million square feet in size
- Potential uses include manufacturing and assembly, warehousing, e-commerce, research and development, and more
- Significant architectural design and interest along Longmeadow Parkway and Randall Road, mimicking the masonry requirements of the Village Code
- New bike/pedestrian path connections in the corridor
- Creation of the southern terminus of the Village's 'Green Corridor'
- A 13.6-acre out-lot parcel to be zoned B-2 Business District, General Retail at the southwest corner of Longmeadow Parkway and Randall Road

Amenities

- A natural walking/bike path
- Exterior meet and eat areas and patios
- Future commercial development to complement the campus
- A 'Green Corridor' to further naturalized areas in the Village

Sustainability

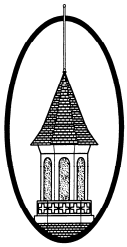
- Dark-sky compliant lighting
- Creation of the southern terminal of the Village's Green Corridor
- A consideration of super-charging stations to be located within the site

Neighborhood Outreach

- The developer conducted a neighborhood meeting in May at the Holiday Inn Express on Randall Road to provide an overview of the development, which was attended by one member of the public

Next Steps

1. Concept Plan presentation to the Committee of the Whole - **We are here**
 - a. Discussion of the Concept Plan
2. Garner support for the proposed TIF district from CUSD 300 and other affected taxing bodies
3. Adoption of a TIF Authorizing Ordinance
 - a. Committee of the Whole
 - b. Village Board
4. NorthPoint Development revises their plans to address comments received tonight and submits for Preliminary PUD approval
5. Staff reviews the submittal, recommends revisions as necessary, and schedules the Preliminary PUD request to be heard before the Planning and Zoning Commission
6. Following a recommendation from the Planning and Zoning Commission, the Preliminary PUD request, Annexation Agreement, and Redevelopment Agreement will be presented to the Committee of the Whole
7. Presentation of the Preliminary PUD request, Annexation Agreement, and Redevelopment Agreement to the Village Board following Committee of the Whole discussion
8. Petitioner will file for Final PUD approval to develop individual sites and provide final engineering for proposed public improvements following Preliminary PUD approval
 - a. Planning and Zoning Commission
 - b. Committee of the Whole
 - c. Village Board
9. Seek building permits for the project



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *June 1, 2021*

TO: *Bob Mitchard, Public Works Director*

FROM: *Jason Schutz, Utilities Superintendent*

SUBJECT: *Countryside Standpipe Maintenance Program*

In the Villages water distribution system, we have a total of 7 elevated water tanks in which after performing an inspection on all of them, Countryside Standpipe was identified for a complete rehab. At Countryside Standpipe we are looking to solely partner with Utility Service Co., Inc. that perform tank maintenance & professional services to over 2,000 municipalities nationwide to care for over 6,000 tank assets in the USA. This is a program that starts with a complete renovation of the standpipe to bring it to a “baseline condition”. Once the tank is to a “baseline condition” they start a maintenance program that involves annual draining, cleaning, and inspections. This company will make sure we are always in compliant with AWWA, EPA, and OSHA. Money budgeted in year 1 is for the baseline renovation, and therefore after will flatten the budget annually.

Currently, in the Capital Improvement Budgets within the Water and Sewer Improvement Fund, we have \$500,000.00 budgeted for year #1 in Infrastructure Maintenance and \$50,000.00 in Engineering Services. Since we saved over \$1M on the Ratt Creek Reach 5 Sewer Relocation bid, \$10,078.00 of that savings will be transferred to this project. We recommend that the necessary actions are taken to contract Utility Service Co., Inc. for our Countryside Standpipe Maintenance Program.

MASTER SERVICES AGREEMENT Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between the VILLAGE OF ALGONQUIN, ILLINOIS, with a principal business address of 110 Meyer Drive, Algonquin, Illinois 60102 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 20____ ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary,

this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Agreement or any SOW may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

VILLAGE OF ALGONQUIN

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

UTILITY SERVICE CO., INC.

By: _____


Name: Jonathan Cato

Title: Senior VP, Advanced Solutions

Date: May 25, 2021

Notice Address for Each Party:

Attn: _____

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Blvd

P O Box 1350

Perry, Georgia 31069

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
VILLAGE OF ALGONQUIN, IL

**WATER TANK MAINTENANCE – 400,000 GALLON STANDPIPE – COUNTRYSIDE
STANDPIPE**

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 (“SOW1”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 400,000 gallon water storage tank located at 900 Wesley Avenue, Algonquin, Illinois 60102 (hereinafter “tank”). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW1 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW1 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW1. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Illinois**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX 150 active mixing system along with its component parts.

3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.B shall be followed in this circumstance.

J. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, repairs and mixing system installation** prior to the end of Contract **Year 1**. The first annual fee shall be **\$560,078.00** per Contract Year. The second annual fee shall be **\$29,804.00** per Contract Year. The annual fee for Contract **Year 3** shall be **\$30,860.00** per Contract Year. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the exterior renovation, interior renovation, repairs and mixing system installation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

The Owner is responsible for having the trees cut back off and away from the tank prior to the renovations.

The Owner is responsible for having all cellular equipment removed off and away from the tank prior to the renovations.

8. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW1, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include,

but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **ROV Inspection Disclaimer.** This SOW1 is based upon a ROV inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a roV inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

SIGNATURE PAGE TO FOLLOW.

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

Village of Algonquin

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By:  _____

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions

Date: May 28, 2021

Initial Upfront Renovation Specification

Year 1 (2021) - Exterior Renovation

1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
2. A containment system shall be utilized to meet the emission control requirements of a Class 2A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
3. One (1) full primer coat of Tnemec Series 94 H2O zinc coating shall be applied at DFT of 2 to 3 mils.
4. One (1) full intermediate coat of Tnemec Series N69 epoxy at a DFT of 2 to 3 mils.
5. One (1) full finish coat of Tnemec Series 72 at a DFT of 2 to 3 mils.
6. Apply New Logos
7. Paint concrete foundation

Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series 94 H2O Hydro Zinc at a DFT of 2.5 to 3.5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy at a DFT of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of Illinois.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Repairs

1. Install Standard Ladder Gate
2. Install overflow flapper and screen assembly
3. Install cable safety climb device
4. Remove cathodic protection and seal plates
5. Caulk/grout foundation
6. Install new frost proof, pallet style roof vent
7. Modify aviation lighting
8. Welding on ladder stand-offs.

Mixing System

1. Install a PWM 150 Active Mixing System

TANK MAINTENANCE PROGRAM

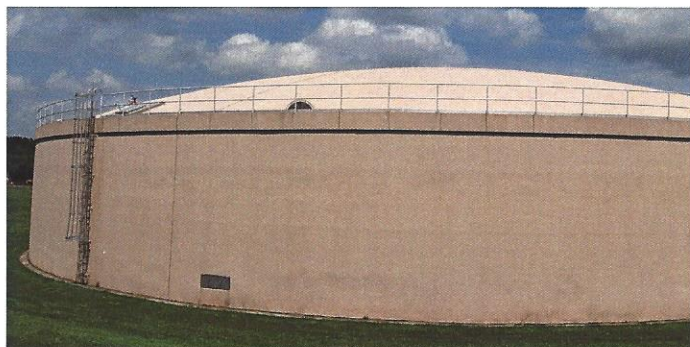


DELIVERING PEACE OF MIND //////////////////////////////////////

We are the largest tank service firm in the United States. We created the Full Service Asset Management Program over 20 years ago to provide tank owners with comprehensive sustainable solutions to manage storage tank assets.

VALUE OF OUR TANK MAINTENANCE PROGRAM /////

- GASB 34 compliance
- Comprehensive, sustainable asset management program
- Renewable each year at tank owner's option
- Covers all aspects of tank asset management, including engineering services and renovations
- Extends tank service life
- Flat annual fee eliminates unplanned expenditures
- Transfers rehabilitation risk



OUR TANK MAINTENANCE PROGRAM ////////// INCLUDES:

- Annual tank inspections with detailed reports - safety, sanitation, structure, security and coatings
- Evaluation and planning for short and long-term maintenance needs
- Interior chemical cleaning and disinfection typically every two years
- Preventative maintenance to performed rehabilitation
- All future interior and exterior coatings
- Artwork and logo design and application
- Standby emergency services for immediate on call responses

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Service Group
is now
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Utility Service Co., Inc.

1230 Peachtree Street, NE
Suite 1100 | Promenade Building
Atlanta, GA 30309

Tel: 855-526-4413 | www.utilityservice.com









VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 7, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Harrison and Washington Street Streetscape Design and Dry Utility Replacement Project (DURP) 70% Design Plans

The Downtown Master plan includes the continuation of Streetscape improvements on Harrison Street from Algonquin Road to Washington Street and on Washington Street between Harrison Street and Main Street. These Streetscape elements would be similar to what was constructed on Main Street. In addition to the Streetscape elements would be the completion of resurfacing of various streets that are in the adjacent neighborhood (Division, Jayne Willow and portions of Madison and Harrison) which would finish all improvements in the Southeast quadrant of the Downtown and adjacent neighborhood.

The “Dry Utilities” that exist (overhead) on the wooden poles will also be removed and replaced underground to allow for better reliability and aesthetics as they were on Main Street. The DURP (Dry Utility Relocation Project) requires a significant amount of coordination with the Utility Companies (ComEd, AT&T and Comcast) as well as coordination with the various Streetscape elements so that they are compatible from a functional and aesthetic standpoint.

In order to place these projects in a position to move to the Design/Build phase, Christopher B. Burke Engineering Ltd. (CBBEL) will need to complete design of the projects to 70% completion. The attached proposal reflects that effort.

The proposal is for a Cost not to Exceed \$204,358.00 which Village staff believes is reasonable. Therefore, the Village staff recommends the COTW to take the necessary action to forward this proposal to the Village Board for their approval. Money is budgeted in the Street Improvement Capital Account.

**Consulting Engineering
Master Agreement Work Order Form**

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for the Harrison Street and Washington Street Streetscape. The project limits are Harrison Street from IL Rt 62 to Washington Street and Washington Street from Harrison Street to Main Street (approximately 1,200'). The improvements will generally consist of ornamental lighting, streetscape features and landscaping.

In addition to the improvements above, the following streets will be resurfaced with curb and sidewalk repair:

1. Madison St. from Main St. to half block east of Harrison St.
2. Division St from Main St to Dead End at Fox River
3. Center St from La Fox River Dr to Willow St
4. Willow St from Center St to Jayne St
5. Jane St from Main St to Willow St

CBBEL will also re-start coordination with the Utility Companies once again after the project was put on hold in March of 2020. CBBEL will continue to perform Phase II Engineering Services for the Harrison Street, Washington Street and Jefferson Street Dry Utility Relocation Project. The original project limits were Harrison Street from IL Rt 62 to Washington Street, Washington Street from Harrison Street to Town Park. Due to the complexity of the project and Com Ed informing the Village late last year of their need to improve reliability in this area and that they will need to extend the original limits of the project outside of the original project area from last March. This change will also affect all other utility companies that exist on these utility poles in this additional area. The additional project areas will now include Jefferson Street from Railroad Avenue to Crystal Creek, the Area behind Historic Village Hall and West to Towne Park. These additional limits will be incorporated into the original plans previously prepared by CBBEL. The improvements will generally consist of the coordination with the utility companies and the Village, and design of relocating the existing overhead utilities to underground infrastructure and landscaping.

CBBEL will utilize the previous design as a base to complete final design of the additional relocation areas required by the Village, AT&T, Comcast and ComEd to facilitate undergrounding all utilities in the revised project scope area.

B. Design Criteria

Village, ANSI

III. Scope of Services

A. Surveying Services

N/A

B. Engineering Services

Task 1: Field Reconnaissance and Base Sheet Preparation

CBBEL staff will walk each street to assess general conditions, measure sidewalk and curb repairs and identify drainage issues. CBBEL will use aerial photography for the streets to be resurfaced and previously completed topographic survey for the streetscape streets.

Task 2: Refine Plan and Elements – 50% Plans (Streetscape and Resurfacing)

Refine the streetscape plans and elements based on the field reconnaissance and direction received from the Village. CBBEL will also prepare preliminary plans for the resurfacing streets. CBBEL will prepare a preliminary cost estimate for Village review.

Refine the dry utility relocation plans and elements based on the field reconnaissance and direction received from the utility companies and the Village. CBBEL will also prepare preliminary plans for the ComEd defined streets outside of CBBEL's original scope of work. CBBEL will prepare a preliminary cost estimate for Village review.

TASK 3: 70% Plans and Color Renderings

Based upon the approved 50% Design, CBBEL will prepare the 70% plans, specifications and a cost estimate which will include the following:

STREETSCAPE AND RESURFACING	
Title	# of Sheets
Roadway Plans	5
Typical Sections	3
Roadway/Drainage/Plan/Profile	3
Grading Plan (inc. ADA)	10
Roadway/Streetscape Details	10
Road Resurfacing Plans	6
Lighting	10
Cross Section	10
Construction Details	5
TOTAL	62

DRY UTILITY RELOCATION PLANS	# of Sheets
General Notes and Bill of Material	1
Key Map	1
Primary Underground Conduit Legend	1
Secondary Underground Conduit Legend	1
Underground Conduit Plans	17
General Details	4
TOTAL	25

Pre-Final Plans (70%) will be presented to the Village for review. Upon approval of the photometrics and pole layout from the reviewing agencies, proposed lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and handholes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller cabinet/component schedule/wiring diagram, pole handhole wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate IDOT/Village standards. Voltage drop calculations, opinion of probable construct cost and summary of quantities will also be performed under this task. The detailed plan design and contract documents will be provided for review along with response to any review previous comments. CBBEL will coordinate location of new electric service(s) if required.

In addition to the plan sheets, CBBEL will prepare a 3D model and color renderings of the streetscape streets.

C. Geotechnical

MSET will take pavement cores of the 5 streets to be resurfaced. The pavement cores will be used to determine the condition and composition of the existing pavement and to determine the type of rehabilitation.

D. Meetings/Coordination

CBBEL and Metro Strategies will meet with the Village for the following meetings: Metro Strategies scope of work is further defined on the attached document dated April 15, 2021.

Project Kick Off Meeting

Meet with Village Staff to discuss scope of work and establish project schedule.

Village/Team Review Meeting

Present Preliminary plan, details of features, cost estimate, and material palettes to the Village.

Village/Team Review Meeting

Present Final plans, details of features, cost estimate, and material palettes to the Village staff for approval.

Public Information Meeting

Present Final plans and color renderings to the adjacent residents and business owners.

Village Board Meeting

Present Final plan, details of features, cost estimate, color renderings, and material palettes to the Village Board for approval.

E. Deliverables

3 copies (24"x36") 50% Plans

3 copies (24"x36") Pre-Final Contract Documents 70% Plans

2 copies (24" x36") Color Renderings

IV. Staff-Hour & Fee Summary

A. Survey Services – N/A

B. Engineering Services

Task 1: Field Reconnaissance and Base Sheet Preparation

Engineer VI	4 hrs x \$190/hr	\$760
Engineer V	22 hrs x \$175/hr	\$3,850
Engineer I/II	56 hrs x \$100/hr	\$5,600
Engineering Tech IV	16 hrs x \$130/hr	\$2,080
Landscape Architect V	4 hrs x \$150/hr	\$600
Subtotal Task 1		\$12,890

Task 2– Refine Plan and Elements – 50% Plans (Streetscape and Resurfacing)

Engineer VI	20 hrs x \$190/hr	\$3,800
Engineer V	40 hrs x \$175/hr	\$7,000
Engineer IV	104 hrs x \$145/hr	\$15,080
Engineer I/II	62 hrs x \$100/hr	\$6,200
Engineering Tech IV	24 hrs x \$130/hr	\$3,120
Landscape Architect V	177 hrs x \$150/hr	\$26,550
Subtotal Task 2		\$61,750

Task 3 – 70% Plans and Color Renderings

Engineer VI	40 hrs x \$190/hr	\$7,600
Engineer V	172 hrs x \$175/hr	\$30,100
Engineer IV	204 hrs x \$145/hr	\$29,580

Engineer I/II	124 hrs x \$100/hr		\$12,400
Engineering Tech IV	32 hrs x \$130/hr		\$4,160
Landscape Architect V	160 hrs x \$150/hr	=	<u>\$24,000</u>
Subtotal Task 3			\$107,840

Task B Total **\$182,480**

C. Geotechnical (by Others) **Task C Total** **\$2,978**

D. Meetings/Coordination

Engineer V	32 hrs x \$175/hr	=	\$5,600
Landscape Architect V	32 hrs x \$150/hr	=	<u>\$4,800</u>
			\$10,400
Metro Strategies			\$7,000
Task D Total			\$17,400

Direct Costs

Engineering Expenses: **\$1,500**

PROJECT TOTAL **\$204,358**

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: June 7, 2021

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI	190
Engineer V.....	175
Engineer IV	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV	160
Survey III.....	155
Survey II.	115
Survey I	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II	85
Environmental Resource Technician.....	100
Administrative.	95
Engineering Intern.....	46

Updated January 8, 2020

Village of Algonquin

April 15, 2021

Project Scope

Metro Strategies offers the following approach to assist with project coordination and communication on the Downtown Riverwalk and Washington/Harrison Street projects.

Public Meetings

Two public meetings (one for each project) will be held in the fall of 2021. Due to COVID, a virtual public meeting platform may be utilized through the Village's Zoom account if an in-person meeting option is not available due to public health restrictions. Metro Strategies will develop a PowerPoint presentation featuring exhibits from CBBEL. After the presentation, residents will be invited to ask questions and the project team will be available to respond. Residents with questions about their properties or specific impacts will be invited to contact staff and specific times the following day. The public meeting will be advertised through social media and the current Old Town distribution list.

Project Branding

As part of the project kick off, a unique project logo that aligns with the Old Town branding will be developed for these projects. The logos will be utilized on all invitations, PowerPoints and material associated with the public meetings.

Project Website

The team will update the Old Town project website to archive completed projects and create a new webpage that features this project. The webpage will be live before the public meeting so that all material can be posted for additional review by residents.

Proposed Fee

Metro Strategies will charge a fee not to exceed \$14,000 to provide the above-mentioned services. (\$7,000 per project)

Metro Strategies is available to provide these services once approved.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 7, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Design/Build – Harrison Street Bridge and Riverwalk Project

As part of the overall Master Downtown Master Plan the Harrison Street Bridge Replacement and Riverwalk project is a key component for the following reasons:

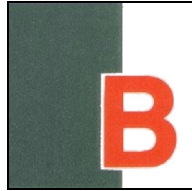
- The Harrison Street bridge is proposed to be removed and replaced similar to the Main Street Bridge. This portion of the project will remove a bridge structure that has reached its useful life. It will also provide a larger opening for Crystal Creek to flow through which will effectively remove the Village owned properties between Main Street and Harrison Street along Algonquin Road from the regulatory Floodway and Floodplain. This will unencumber the properties to make them attractive development sites.
- The Riverwalk will provide a key pedestrian link between Towne Park, Cornish Park and the Fox River through the Downtown. Another ancillary benefit is providing underground stormwater storage for the new impervious surfaces.

We have attached a Design/Build (D/B) proposal from Burke LLC for this project. The D/B approach to this project will be the same as the Main Street projects completed several years ago. It allows the Village to receive competitive pricing from reputable contractors who will be performing the work along with the necessary design and construction management engineering all in one package.

This process has worked extremely well with numerous projects over the past several years (Main Street, Wayfinding Signage, Electronic Kiosks and the MCCD Bicycle Bridge and Trailhead Projects), we therefore recommend acceptance of this proposal.

The proposal reflects a Total Contract Price for the entire project which is \$6,219,043. This amount includes an owners allowance for items that may be encountered during construction that are unforeseen.

The work that would be anticipated in the FY 2021-2022 budget is mainly engineering related to prepare for construction which is estimated at \$100,000, which is the budget amount in the Street Capital Improvement Budget. Village staff requests that the Committee of the Whole take the necessary action to forward this to the Village Board for their approval.



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Crystal Creek River Walk Improvements and
Harrison Street Bridge Replacement

CONTRACT DATE: _____

GUARANTEED MAXIMUM
PRICE: \$5,969,043

OWNERS ALLOWANCE: \$250,000

TOTAL CONTRACT PRICE: \$6,219,043

SUBSTANTIAL COMPLETION DATE: TBD

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The Plans prepared by Christopher B Burke Engineering, Ltd

.5 Village of Algonquin Standard Certifications

- a. Business Organization
- b. Certification of Eligibility
- c. Equal Employment Opportunity
- d. Illinois Prevailing Wage Act
- e. Contractor's Certification
- f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure

will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of

utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such

subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient

quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind

every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.

- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the July 9, 2021. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the mutually agreed upon by the parties at a later date, and may be further adjusted in accordance with the provisions of this Contract.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Stage 3 Wet Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather

conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as detailed on **Exhibit B – Engineer's Opinion of Probable Cost** and as depicted in the 60% plans produced by Christopher B. Burke Engineering, Ltd.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift lift stations are included.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if

required, shall be incorporated by Change Order or paid as Owner's Allowance.

- 8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between

Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not

in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term “Cost of the Work” shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual

property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10.1 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in

an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000

Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of

Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By: William D. Cassan Date: 6/7/2021
Principal

Attest: _____ Date: _____

By: [Signature] Date: 6/7/2021
Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

By:  Date: 12/6/17 By:  Date: 12/6/17
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17
Principal Principal

By:  Date: 12-16/17 By:  Date: 12/6/2017
Principal Principal



**Crystal Creek River Walk Improvements and
Harrison Street Bridge Replacement
Algonquin, Illinois**

Exhibit A - Summary Schedule of Values



Item	Contract Value
Harrison Street Bridge Replacement	\$ 2,304,366
Construction	\$ 2,016,310
Design Services	\$ 25,935
Construction Management	\$ 161,305
General Conditions (Insurance OH and Profit)	\$ 100,816
Crystal Creek Riverwalk Improvements	\$ 2,587,020
Construction	\$ 2,275,650
Design Services	\$ 15,535
Construction Management	\$ 182,052
General Conditions (Insurance OH and Profit)	\$ 113,783
Utility Relocation and Improvements	\$ 429,841
Sanitary Sewer Relocation	\$ 101,084
Water Main Extensions	\$ 139,306
Miscellaneous Utility Relocation	\$ 115,000
Restoration	\$ 25,000
Construction Management	\$ 30,431
General Conditions (Insurance OH and Profit)	\$ 19,020
Historic Village Hall Parking Lot and Detention	\$ 607,816
Parking Lot Construction	\$ 287,520
Underground Detention Structure	\$ 250,370
Construction Management	\$ 43,031
General Conditions (Insurance OH and Profit)	\$ 26,895
Project Coordination and Communication Plan	\$ 40,000
Metrostrategies	\$ 40,000
Owners Allowance	\$ 250,000
Owners Allowance	\$ 250,000
GUARANTEED MAXIMUM PRICE \$ 6,219,043	

Subject: OPINION OF PROBABLE COST
 Calc By: JMB Date: 1/18/21
 Check By: JGS Date: 6/7/21

HARRISON STREET BRIDGE REPLACEMENT				
QUANTITY DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Removal of Existing Bridge	Lump Sum	1	\$120,000.00	\$120,000
Approach Slab Removal	Sq Yd	240	\$50.00	\$12,000
Pavement Removal	Sq Yd	660	\$20.00	\$13,200
Curb and Gutter Removal	Foot	385	\$10.00	\$3,850
Sidewalk Removal	Sq Ft	2300	\$4.00	\$9,200
Structure Excavation	Cu Yd	675	\$40.00	\$27,000
Cofferdams - Bridge	Foot	320	\$375.00	\$120,000
Abutments - Pile Supported (Includes Wingwalls)	Each	2	\$135,000.00	\$270,000
Bridge Deck Grooving	Sq Yd	700	\$30.00	\$21,000
Pier - Pile Supported	Each	1	\$165,000.00	\$165,000
PPC Deck Beams	Sq Ft	5100	\$90.00	\$459,000
Bridge Wearing Surface and Sidewalks	Cu Yd	160	\$1,500.00	\$240,000
Approach Slabs	Sq Yd	130	\$485.00	\$63,050
Architectural Features (Columns, Fascia, and Rail)	Lump Sum	1	\$275,000.00	\$275,000
Sconce Lights, Complete In Place	Each	10	\$4,000.00	\$40,000
Proposed Pavement	Sq Yd	410	\$65.00	\$26,650
Curb and Gutter Replacement	Foot	230	\$30.00	\$6,900
Pavement Striping	Lump Sum	1	\$4,000.00	\$4,000
MOT/Detour	Lump Sum	1	\$40,000.00	\$40,000
Mobilization	Lump Sum	1	\$92,955.00	\$92,960
Construction Layout	Lump Sum	1	\$7,500.00	\$7,500
TOTAL =				\$2,016,310

CRYSTAL CREEK RIVERWALK IMPROVEMENTS				
QUANTITY DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Tree Removal	Unit	700	\$20.00	\$14,000
Concrete Retaining Wall Removal	Foot	280	\$175.00	\$49,000
Sheet Pile Retaining Wall Removal	Foot	215	\$175.00	\$37,630
Free-standing Wall Removal	Foot	110	\$150.00	\$16,500
Pipe Handrail Removal	Foot	85	\$30.00	\$2,550
Dumpster Pad and Foundation Removal	Lump Sum	1	\$4,000.00	\$4,000
Pavement Removal - Additional Parking Areas	Sq Yd	1735	\$10.00	\$17,350
Topsoil Stripping / Removal and Disposal of Unsuitable Material	Cu Yd	1460	\$40.00	\$58,400
Earth Excavation	Cu Yd	1200	\$35.00	\$42,000
Channel Excavation	Cu Yd	3750	\$45.00	\$168,750
Non-special Waste Disposal	Cu Yd	2375	\$85.00	\$201,880
Retaining Wall A - Segmental Block Wall (Redi-rock)	Sq Ft	1870	\$105.00	\$196,350
Retaining Wall B - Segmental Block Wall (Redi-rock) and Soldier Pile	Sq Ft	1830	\$165.00	\$301,950
Retaining Wall C - Cast-In-Place Concrete	Sq Ft	165	\$275.00	\$45,380
Removal and Disposal of Unsuitable Material for Walls/Place New Fill	Cu Yd	100	\$125.00	\$12,500
Proposed Railing	Foot	525	\$250.00	\$131,250
Proposed Sidewalk	Sq Ft	4100	\$7.00	\$28,700
Proposed Path Light and Foundation	Each	6	\$12,000.00	\$72,000
Proposed Lighting Conduit	Foot	500	\$22.00	\$11,000
Proposed Lighting Cable	Foot	1500	\$3.50	\$5,250
Proposed Pad for Art Exhibit	Lump Sum	1	\$6,000.00	\$6,000
Dumpster Pad Relocation	Lump Sum	1	\$10,000.00	\$10,000
Riprap (Special)	Sq Yd	1940	\$90.00	\$174,600
Erosion Control Barrier	Foot	1350	\$3.75	\$5,060
Seeding, Class 1	Acre	1	\$5,000.00	\$5,000
Erosion Control Blanket	Sq Yd	4900	\$4.00	\$19,600
Seeding, Class 4B	Acre	0.8	\$5,000.00	\$4,000
Heavy Duty Erosion Control Blanket	Sq Yd	3875	\$4.50	\$17,440
Topsoil	Sq Yd	8710	\$6.00	\$52,260
Proposed Riffles	Each	4	\$4,250.00	\$17,000
Ledgerock Shelf Extension - East End of Project	Lump Sum	1	\$40,000.00	\$40,000
Construction Layout - Creek	Lump Sum	1	\$12,500.00	\$12,500
Landscaping	Lump Sum	1	\$65,000.00	\$65,000
Mobilization	Lump Sum	1	\$98,750.00	\$98,750
Cofferdams - Walls/Creek Work	Foot	1400	\$230.00	\$322,000
Construction Layout - Path	Lump Sum	1	\$10,000.00	\$10,000
TOTAL =				\$2,275,650

UTILITY RELOCATION AND IMPROVEMENTS				
QUANTITY DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Remove 6" Sanitary Sewer (West of Main)	Foot	235	\$75.00	\$17,630
Proposed Sanitary Sewer -12" (West of Main)	Foot	250	\$225.00	\$56,250
Proposed Sanitary Manhole - 4' Dia. (West of Main)	Each	2	\$5,500.00	\$11,000
Connections to Existing Sanitary Manhole	Each	2	\$5,000.00	\$10,000
Proposed Watermain - 12" (Main to Harrison)	Foot	250	\$250.00	\$62,500
Proposed Watermain - 16" (Main to Harrison)	Foot	250	\$270.00	\$67,500
Landscape Restoration	Lump Sum	1	\$25,000.00	\$25,000
Mobilization	Lump Sum	1	\$15,510.00	\$15,510
Miscellaneous Utility Relocation	Lump Sum	1	\$115,000.00	\$115,000
TOTAL =				\$380,390

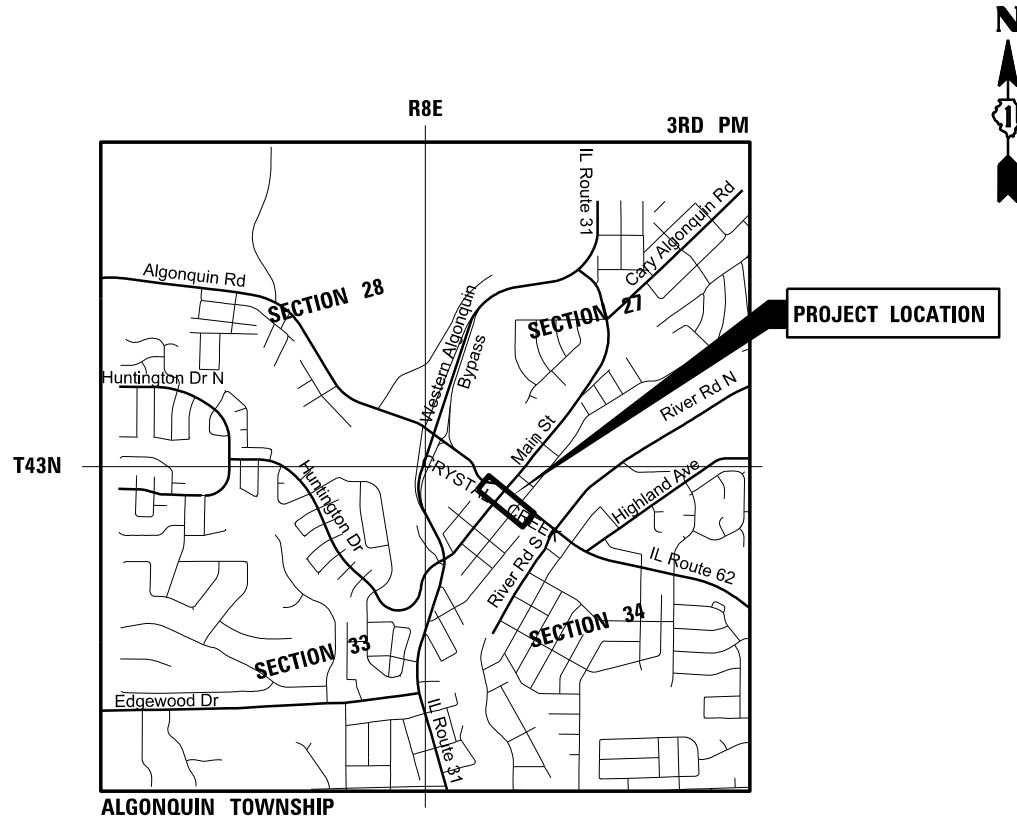
HISTORIC VILLAGE HALL PARKING LOT AND DETENTION				
QUANTITY DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
HVH Parking Lot - Pavement Removal	Sq Yd	1310	\$4.50	\$5,900
HVH Parking Lot - Curb and Gutter Removal	Foot	575	\$8.00	\$4,600
HVH Parking Lot - Pavement Replacement	Sq Yd	1275	\$50.00	\$63,750
HVH Parking Lot - Curb and Gutter Replacement	Foot	575	\$30.00	\$17,250
HVH Parking Lot - Striping	Lump Sum	1	\$4,000.00	\$4,000
HVH Parking Lot - Light Poles and Foundations	Each	9	\$12,000.00	\$108,000
HVH Parking Lot - Lighting Conduit	Foot	500	\$22.00	\$11,000
HVH Parking Lot - Lighting Cable	Foot	1500	\$3.50	\$5,250
Retaining Wall	Sq Ft	780	\$70.00	\$54,600
Curb and Gutter Removal	Foot	20	\$10.00	\$200
Sidewalk Removal	Sq Ft	500	\$4.00	\$2,000
Pavement Removal - Additional Parking Areas	Sq Yd	200	\$4.50	\$900
Curb and Gutter Replacement	Foot	130	\$25.00	\$3,250
Proposed Sidewalk	Sq Ft	445	\$7.00	\$3,120
Proposed Driveway Pavement / Parking Areas	Sq Yd	165	\$65.00	\$10,730
Construction Layout	Lump Sum	1	\$5,000.00	\$5,000
Mobilization	Lump Sum	1	\$18,340.00	\$18,340
Underground Detention Structure (StormTrap)	Lump Sum	1	\$200,000.00	\$200,000
Miscellaneous Utility Work	Lump Sum	1	\$20,000.00	\$20,000
TOTAL =				\$537,890

CRYSTAL CREEK PROPOSED IMPROVEMENT VILLAGE OF ALGONQUIN, ILLINOIS

INDEX

Sheet No.	Description
G01	Cover Sheet
G02	General Notes
AL01	Alignment Ties and Bench Mark
TYP01	Typical Sections
EG01 - EG02	Existing Conditions and Removal Plan
PG01 - PG02	Proposed Grading Plan
EC01 - EC04	Erosion Control/ Restoration Plan
EC05	Erosion Control Details
S01	Bridge Plan
S02 - S04	Retaining Wall Plan and Profiles
EX01 - EX05	Cross Sections

LOCATION / VICINITY MAP



LOCATION MAP

SCALE - 1" = 1,600'
GROSS LENGTH = 725 FT. = 0.14 MILE
NET LENGTH = 725 FT. = 0.14 MILE

BENCHMARK

SEE ALIGNMENT, TIES, AND BENCHMARKS SHEET

LOCATION



THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION



_____, 2019

JASON G. SOUDEN
ILLINOIS REGISTRATION No. 062-050850
EXPIRATION DATE: 11/30/19



_____, 2019

MAJID MOBASSERI
ILLINOIS REGISTRATION No. 081-005058 STRUCTURAL ENGINEER
EXPIRATION DATE: 11/30/20

CLIENT :



VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 04/30/17

GENERAL NOTES

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", ADOPTED APRIL 1, 2016; THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2018; THE LATEST EDITIONS OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (IMUTCD) AND "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"; THE "DETAILS" IN THE PLANS; AND THE "SPECIAL PROVISIONS" INCLUDED IN THE CONTRACT DOCUMENTS.
2. ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED AS THE LATEST IDOT STANDARD.
3. ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 700 OF THE STANDARD SPECIFICATIONS.

UTILITIES

4. THE LOCATIONS OF EXISTING DRAINAGE STRUCTURES, STORM AND SANITARY SEWERS, WATER SERVICE LINES AND OTHER UTILITY LINES ARE APPROXIMATE, AND THE VILLAGE AND ENGINEER DO NOT GUARANTEE THEIR ACCURACY.
5. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL “JULIE” AT 8-1-1 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION FACILITIES (48 HOURS NOTIFICATIONS IS REQUIRED). THE CONTRACTOR SHALL CONTACT IDOT’S BUREAU OF MATERIALS (PHONE 847-705-4337) AT LEAST 24 HOURS BEFORE PLACING HOT MIX ASPHALT OR PORTLAND CEMENT CONCRETE.


MAINTENANACE OF TRAFFIC

6. THE CONTRACTOR SHALL CONTACT PUBLIC WORKS AT (847) 658-2700 A MINIMUM OF 72 HOURS IN ADVANCE OF BEGINNING WORK.

MISCELLANEOUS

7. DIMENSIONS: IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.
8. ALL SAWCUTTING SHALL BE PERFORMED PRIOR TO BEGINNING REMOVAL.
9. LOCATIONS FOR PAVEMENT PATCHING WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.
10. WHEN REMOVING PAVEMENT, CURB AND GUTTER, SHOULDER, AND/OR OTHER STRUCTURES, THE USE OF ANY TYPE OF CONCRETE BREAKERS, WHICH MIGHT DAMAGE UNDERGROUND PUBLIC OR PRIVATE UTILITIES, WILL NOT BE PERMITTED. UNDER NO CIRCUMSTANCES WILL THE USE OF A FROST BALL BE PERMITTED. THE CONTRACTOR IS PROHIBITED FROM BREAKING UP CONCRETE BY DROPPING IT ON THE PAVEMENT OR IN ANY OTHER MANNER, WHICH IN THE OPINION OF THE ENGINEER MAY DAMAGE EXISTING OR PROPOSED PAVEMENTS OR OTHER ROADWAY APPURTENANCES.

11. NO CONSTRUCTION SHALL BEGIN UNTIL ALL PROPER TEMPORARY SIGNS AND BARRICADES HAVE BEEN INSTALLED.
12. THE CONTRACTOR SHALL TAKE EXTRA CARE IN GRADING AND EXCAVATING NEAR TREES WHICH ARE NOT MARKED FOR REMOVAL TO AVOID INJURY TO THE ROOT SYSTEM OR TRUNKS. ANY DAMAGE DONE TO EXISTING ITEMS BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR.
13. THE CONTRACTOR WILL BE REQUIRED TO RELOCATE OR REMOVE AND REPLACE SIGNS WHICH INTERFERE WITH CONSTRUCTION OPERATIONS, AND TO TEMPORARILY RESET ALL SUCH SIGNS DURING CONSTRUCTION OPERATIONS. IF EXISTING SIGNS ARE DAMAGED DURING THE REMOVAL AND REPLACEMENT PROCESS, THE SIGN SHALL BE REPLACED.
14. DURING THE CONSTRUCTION OPERATIONS WHEN ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DITCHES, GUTTERS OR DRAINAGE STRUCTURES SO THE NATURAL FLOW OF WATER IS OBSTRUCTED, THE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS ALL DRAINAGE STRUCTURES SHALL BE FREE FROM ALL DIRT AND DEBRIS CAUSED BY THE CONSTRUCTION.
15. THE SUBGRADE STABILITY SHALL BE VERIFIED BY PROOF ROLLING WITH A FULLY LOADED TANDEM-AXLE TRUCK.
16. AGGREGATE SUBGRADE IMPROVEMENT (CU YD) HAS BEEN PROVIDED FOR USE AT THE LOCATIONS INDICATED FOR SOILS THAT TEND TO BE UNSTABLE AND/OR UNSUITABLE. THE ACTUAL NEED FOR REMOVAL AND REPLACEMENT WITH ASI WILL BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION BY THE GEOTECHNICAL ENGINEER. ALL POTENTIALLY UNSTABLE SOILS SHOULD BE TESTED WITH A STATIC OR DYNAMIC CONE PENETROMETER AND TREATED IN ACCORDANCE WITH ARTICLE 301.04 OF THE STANDARD SPECIFICATIONS AND IDOT SUBGRADE STABILITY MANUAL. IF UNSTABLE AND/OR UNSUITABLE SOILS ARE NOT ENCOUNTERED, THEN THE QUANTITY SHALL BE DEDUCTED AND NO ADDITIONAL COMPENSATION WILL BE DUE TO THE CONTRACTOR.
17. ANY AGGREGATE SUBGRADE IMPROVEMENT CONTAMINATED AND/OR DAMAGED BY THE CONTRACTOR’S VEHICLES AND/OR EQUIPMENT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
18. TRENCH BACKFILL SHALL BE USED TO BACKFILL ALL TRENCHES WHERE THE EDGE OF THE TRENCH IS WITHIN 5 FEET OF THE PROPOSED EDGE OF PAVEMENT, CURB, CURB AND GUTTER OR SIDEWALK (BIKE PATH).



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CLIENT:



VILLAGE OF ALGONQUIN

GANEK MUNICIPAL CENTER

2200 HARNISH DR

ALGONQUIN, IL 60102

				DSGN.		
				DWN.		
				CHKD.		
				SCALE:	39'	
				PLOT DATE:	5/21/2019	
				CAD USER:	jbornett	
NO.	DATE	NATURE OF REVISION		CHKD.	MODEL:	Typical Sections
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CRYSTAL CREEK

PROPOSED IMPROVEMENT

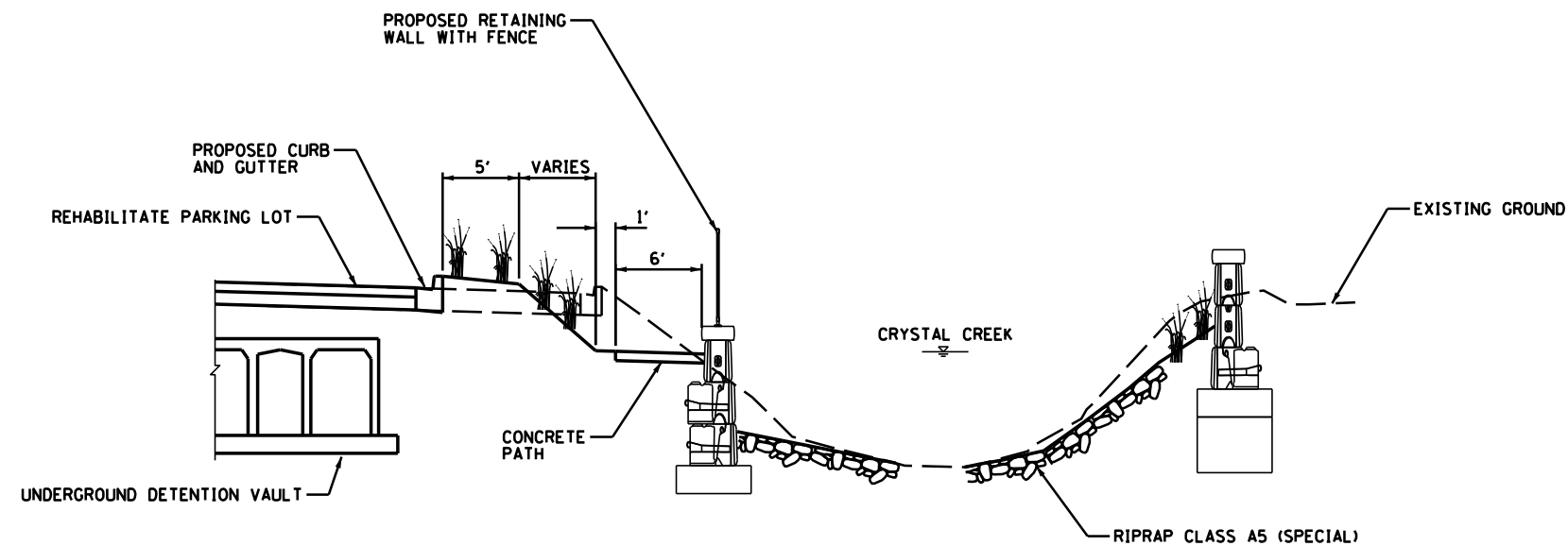
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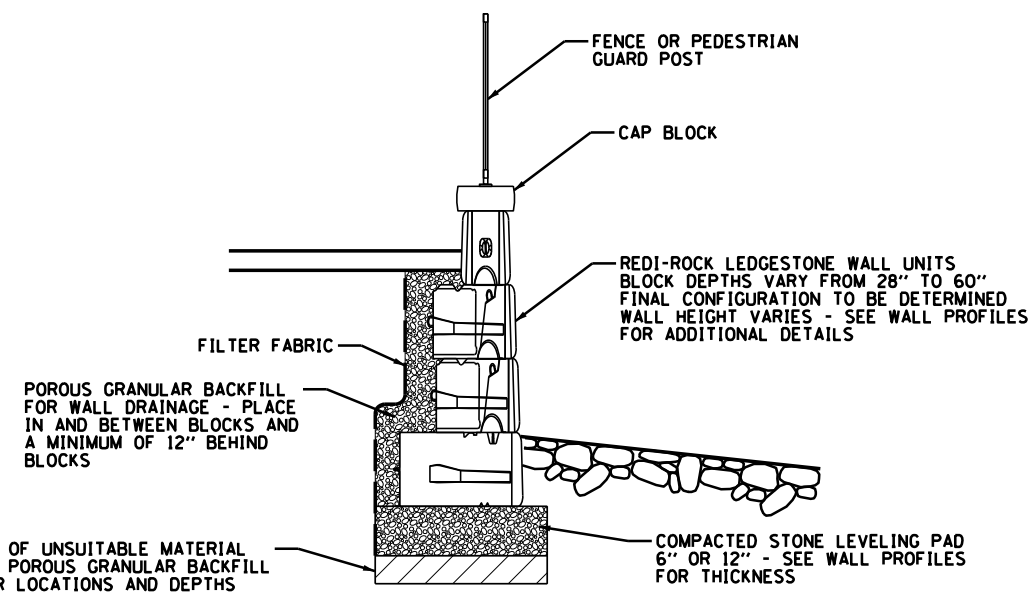
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SHEET 2 OF 22

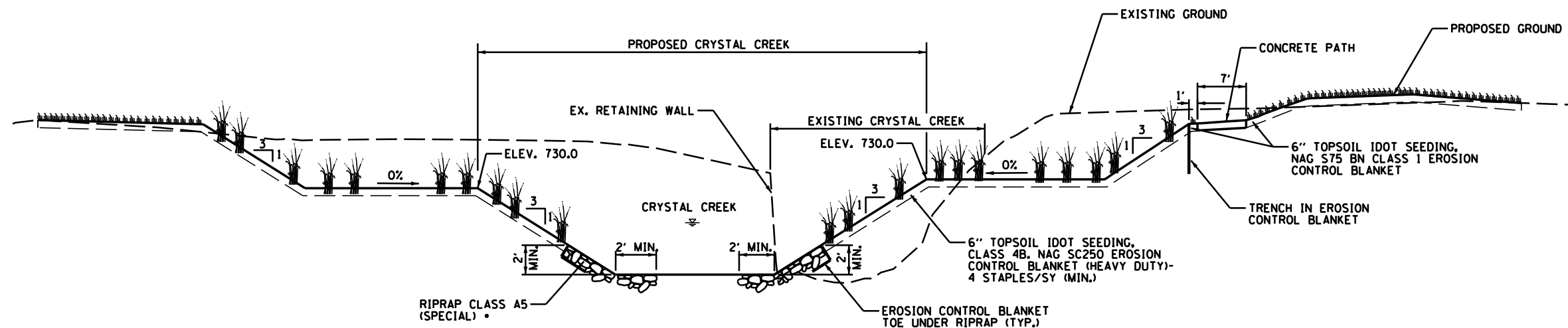
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CRYSTAL CREEK SECTION AT RETAINING WALL
NORTH SIDE
STA. 13 + 75.51 TO STA. 17 + 53.92
SOUTH SIDE
STA. 14 + 32.16 TO STA. 16 + 44.58



RETAINING WALL
REDI-ROCK LEDGESTONE WALL



CRYSTAL CREEK SECTION AT EMBANKMENT
NORTH SIDE
STA. 17 + 53.92 TO STA. 20 + 99.95
SOUTH SIDE
STA. 16 + 44.58 TO STA. 20 + 99.95
 • SEE EROSION CONTROL/RESTORATION PLANS



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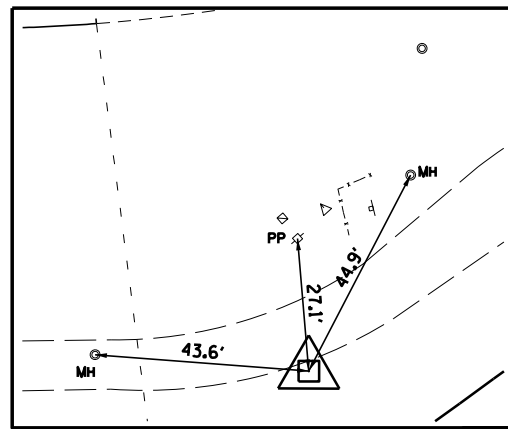
VILLAGE OF ALGONQUIN
 GANEK MUNICIPAL CENTER
 2200 HARNISH DR
 ALGONQUIN, IL 60102

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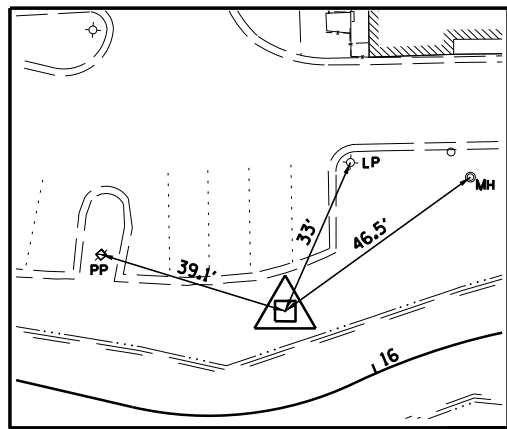
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PROPOSED IMPROVEMENT
TYPICAL SECTIONS

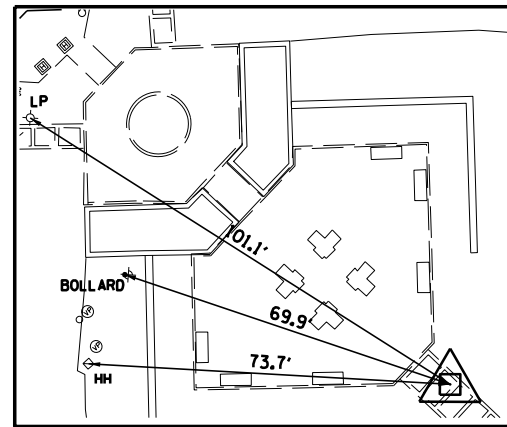
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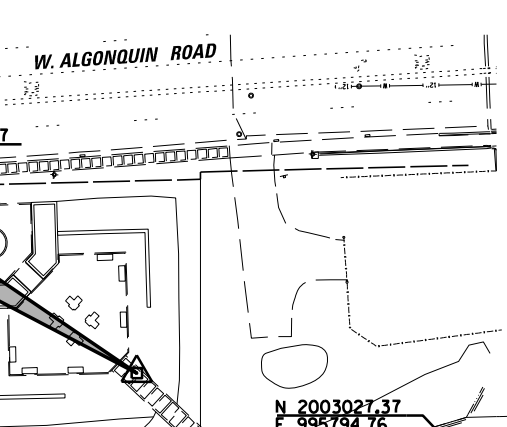
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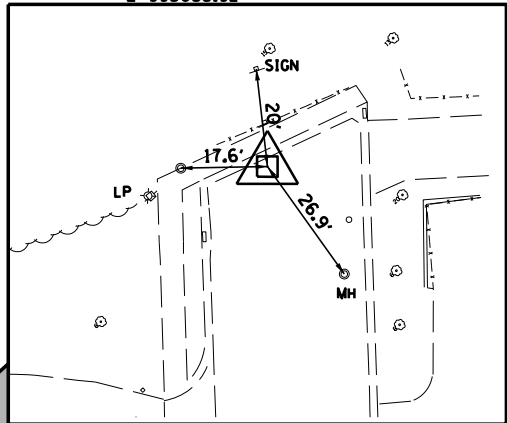
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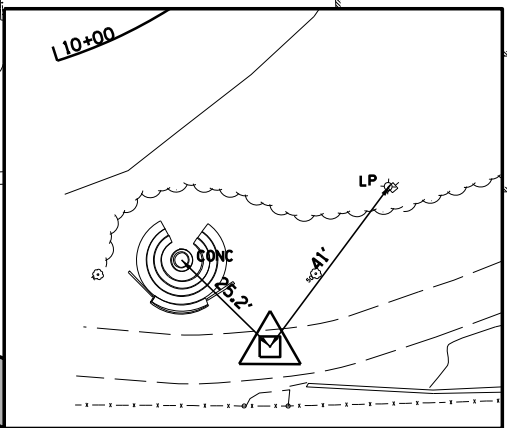
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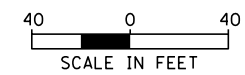
CP-31375



CP-26667




CP-26913



CP NO.	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
26667	2 003 349.01	994 874.15	11+22.83	152.5' RT	CP-PK
26913	2 003 403.19	994 689.92	10+14.04	70.1' RT	CP-PK
65312	2 003 578.05	995 008.63	13+29.50	23.4' LT	CP-REBAR
119168	2 003 413.75	995 200.27	15+86.27	18.8' LT	CP-REBAR
119168	2 003 150.16	995 716.99	22+00.47	66.1' LT	CP-XCUT
31375	2 003 044.06	995 723.12	22+44.98	19.2' RT	CP-XCUT

NO.	DESCRIPTION	ELEV.
OSBM	THE NORTHWEST CORNER OF CONC. PAD TO SIGNAL CONTROL BOX AT THE NORTHEAST CORNER OF HARRISON ST. AND ALGONQUIN RD.	736.56
OSBM	SQUARE CUT AT INTERSECTION WALKS AT SOUTHEAST CORNER OF WASHINGTON ST. & MAIN ST.	740.06
OSBM	SQUARE CUT ON NORTHEAST CORNER OF STONE CAP OF SHELL GAS SIGN AT NORTHWEST CORNER OF ALGONQUIN RD. & MAIN ST.	742.47

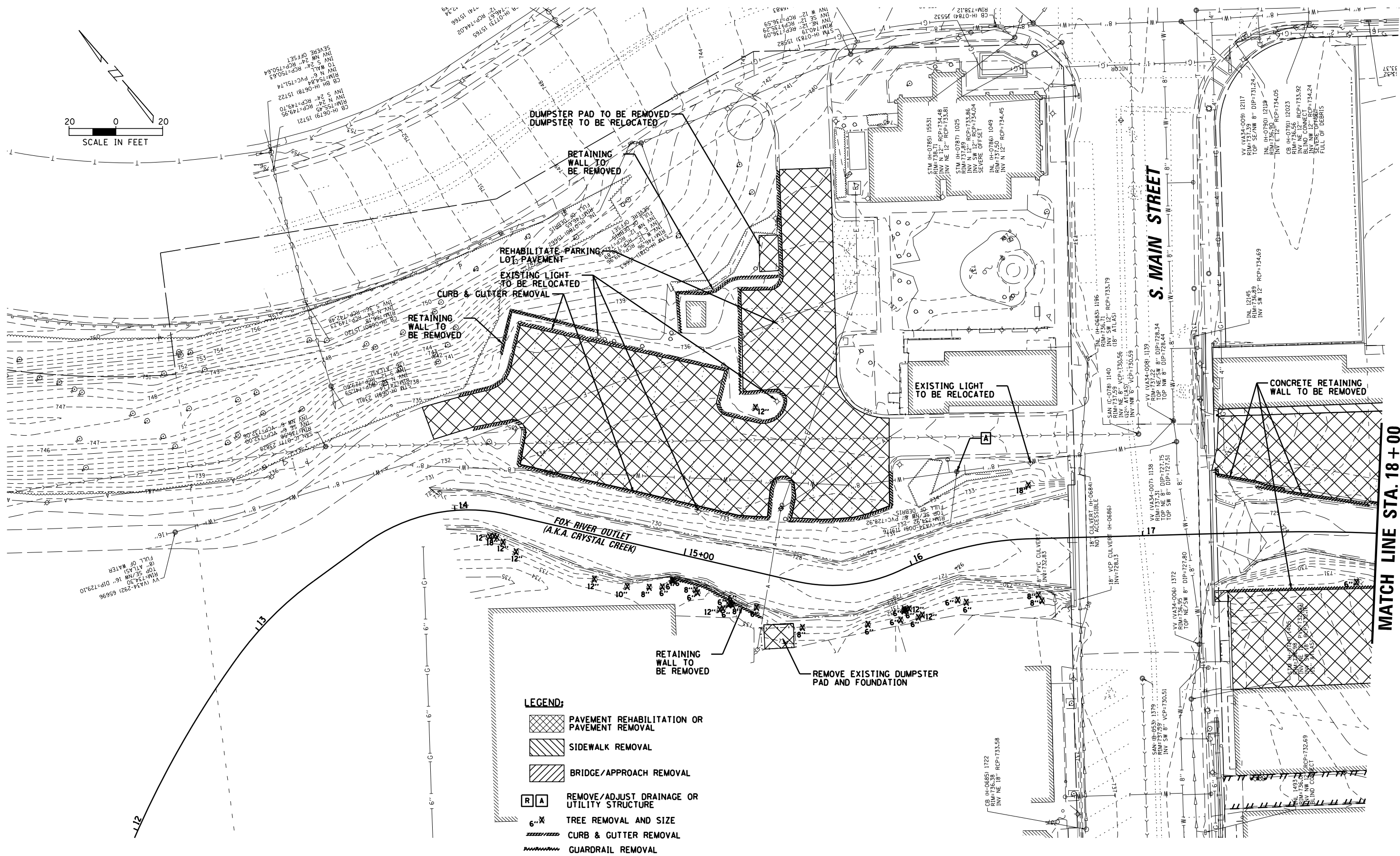
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CLIENT:  VILLAGE OF ALGONQUIN
 GANEK MUNICIPAL CENTER
 2200 HARNISH DR
 ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Grading Plan
1	5/21/2019	Initial Design	J. Borne	J. Borne	
2	5/21/2019	Revised Design	J. Borne	J. Borne	
3	5/21/2019	Final Design	J. Borne	J. Borne	

TITLE: **CRYSTAL CREEK PROPOSED IMPROVEMENT ALIGNMENT TIES AND BENCH MARK**

PROJ. NO. 070273.95C
 DATE: 5/21/2019
 SHEET 4 OF 22
 DRAWING NO. PG01



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VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
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NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Removal Plan
1	5/21/2019	Initial Design			
2	5/21/2019	Revised Design			
3	5/21/2019	Final Design			
4	5/21/2019	As-Built			
5	5/21/2019	Final			
6	5/21/2019	Final			
7	5/21/2019	Final			
8	5/21/2019	Final			
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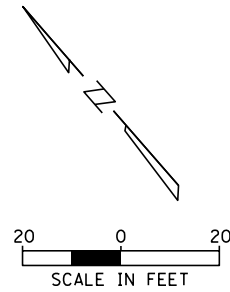
**CRYSTAL CREEK
PROPOSED IMPROVEMENT
EXISTING CONDITION AND
REMOVAL PLAN**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 5 OF 22
DRAWING NO.
EG01

MATCH LINE STA. 18+00

S. HARRISON STREET

FOX RIVER OUTLET
(A.K.A. CRYSTAL CREEK)



FREE-STANDING CONCRETE
BLOCK WALL TO BE REMOVED

PIPE HANDRAIL
REMOVAL

SIDEWALK REMOVAL
(TYP.)

BRIDGE AND APPROACH
PAVEMENT TO BE
REMOVED

SHEET PILE RETAINING
WALL TO BE REMOVED

SEE BRIDGE PLANS
FOR BRIDGE REMOVAL
LIMITS

- LEGEND:**
- PAVEMENT REHABILITATION OR PAVEMENT REMOVAL
 - SIDEWALK REMOVAL
 - BRIDGE/APPROACH REMOVAL
 - REMOVE/ADJUST DRAINAGE OR UTILITY STRUCTURE
 - TREE REMOVAL AND SIZE
 - CURB & GUTTER REMOVAL
 - GUARDRAIL REMOVAL



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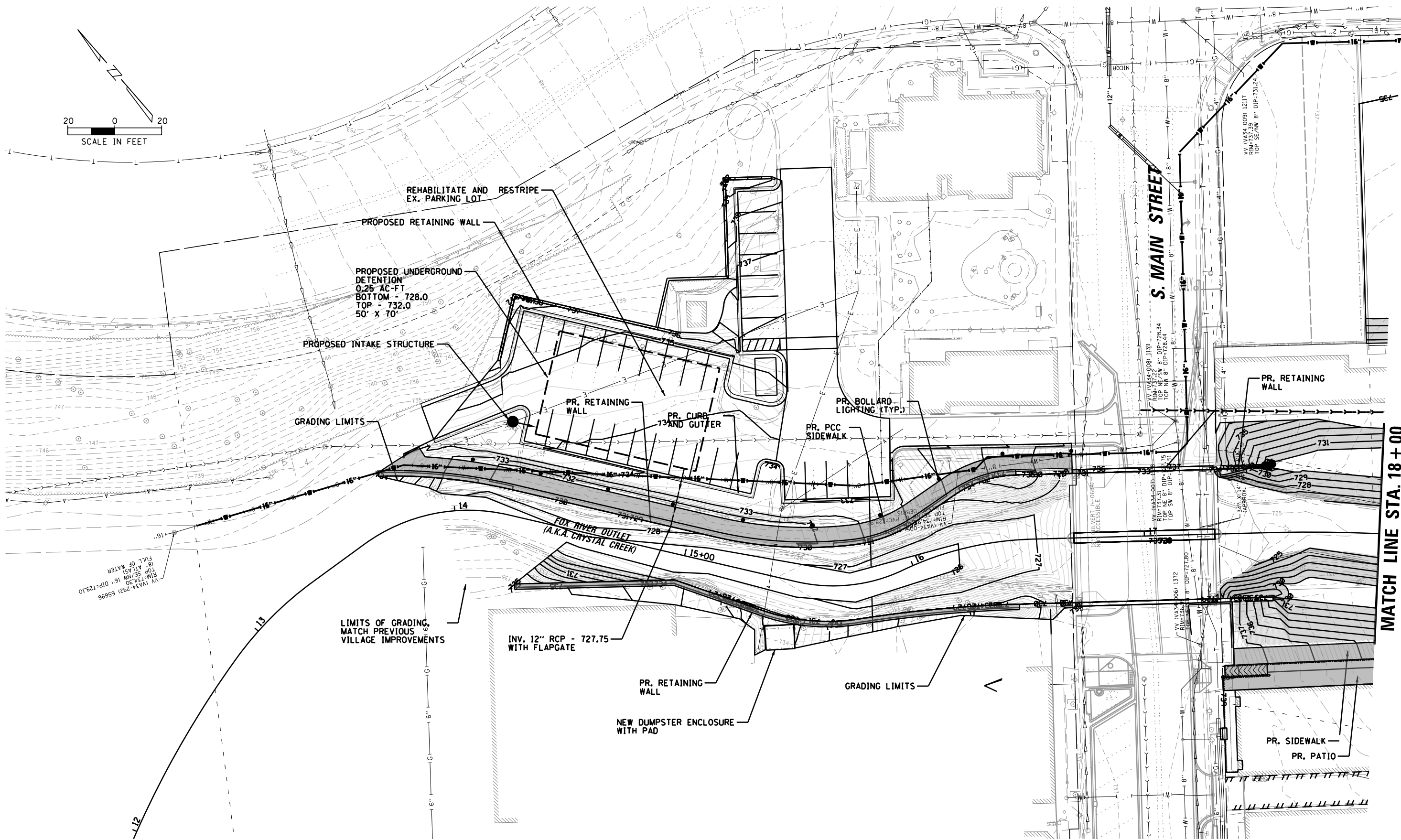
VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Grading Plan
1	5/21/2019	ISSUED FOR PERMIT			
2	5/21/2019	REVISED DRAINAGE			
3	5/21/2019	REVISED ELEVATIONS			
4	5/21/2019	REVISED NOTES			
5	5/21/2019	REVISED PLAN			
6	5/21/2019	REVISED PLAN			
7	5/21/2019	REVISED PLAN			
8	5/21/2019	REVISED PLAN			
9	5/21/2019	REVISED PLAN			
10	5/21/2019	REVISED PLAN			

TITLE:

**CRYSTAL CREEK
PROPOSED IMPROVEMENT
EXISTING CONDITION AND
REMOVAL PLAN**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 6 OF 22
DRAWING NO.
EG02



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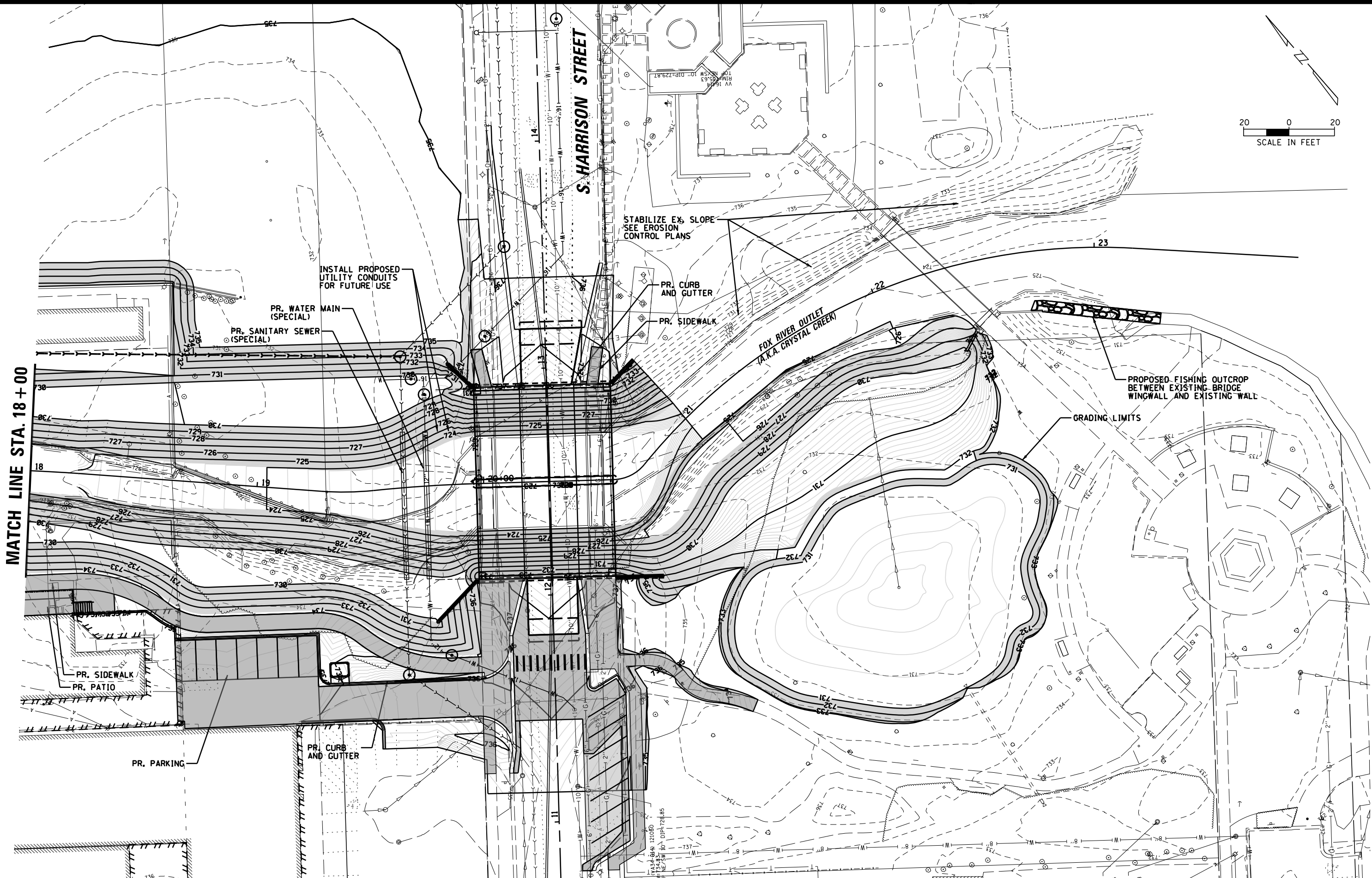
VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	Grading Plan
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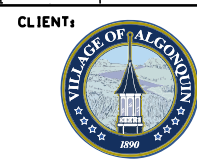
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**CRYSTAL CREEK
PROPOSED IMPROVEMENT
PROPOSED GRADING PLAN**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 7 OF 22
DRAWING NO.
PG01



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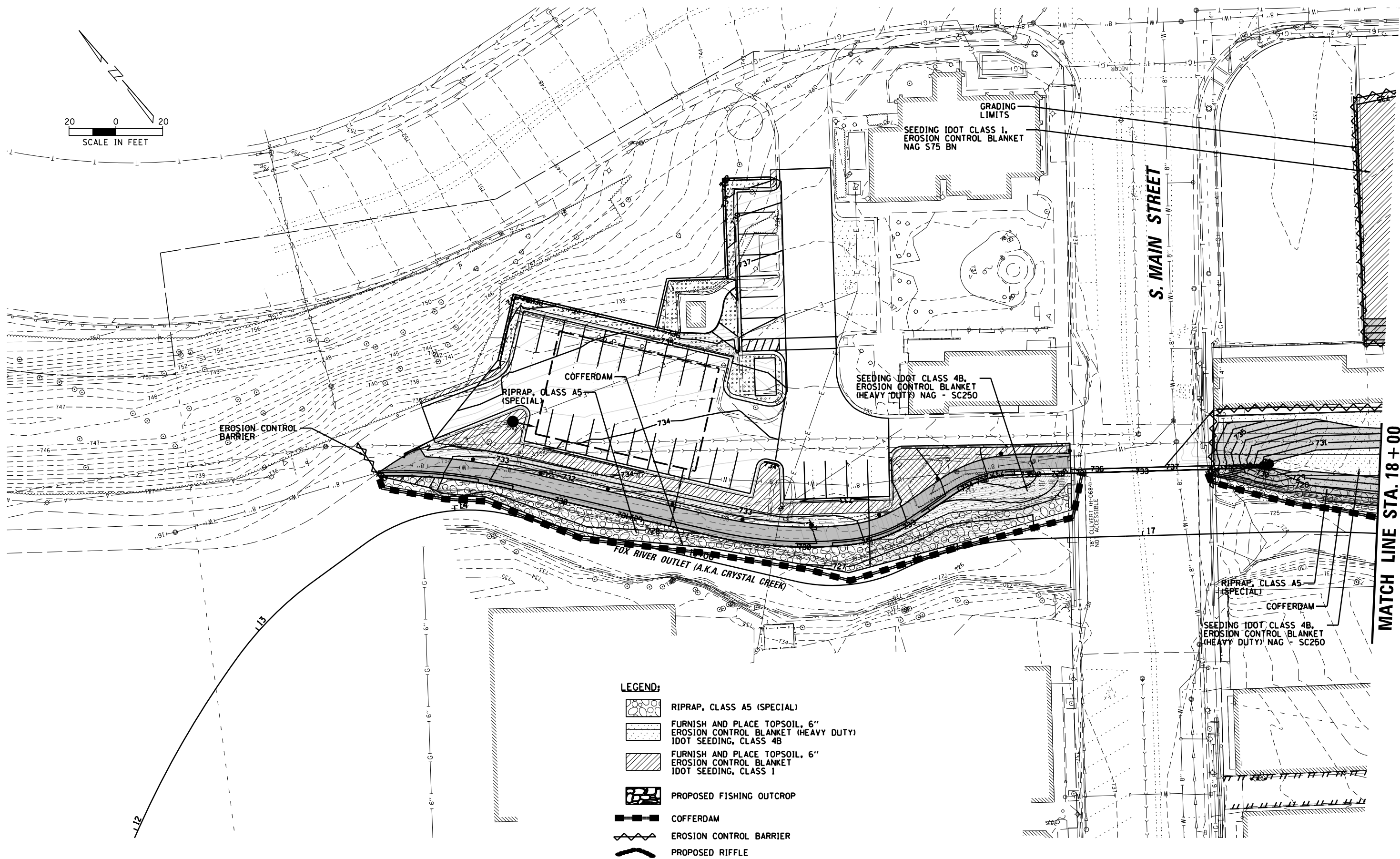


VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Grading Plan
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TITLE:
**CRYSTAL CREEK
PROPOSED IMPROVEMENT
PROPOSED GRADING PLAN**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 8 OF 22
DRAWING NO.
PG02



- LEGEND:**
- RIPRAP, CLASS A5 (SPECIAL)
 - FURNISH AND PLACE TOPSOIL, 6" EROSION CONTROL BLANKET (HEAVY DUTY) IDOT SEEDING, CLASS 4B
 - FURNISH AND PLACE TOPSOIL, 6" EROSION CONTROL BLANKET IDOT SEEDING, CLASS 1
 - PROPOSED FISHING OUTCROP
 - COFFERDAM
 - EROSION CONTROL BARRIER
 - PROPOSED RIFFLE



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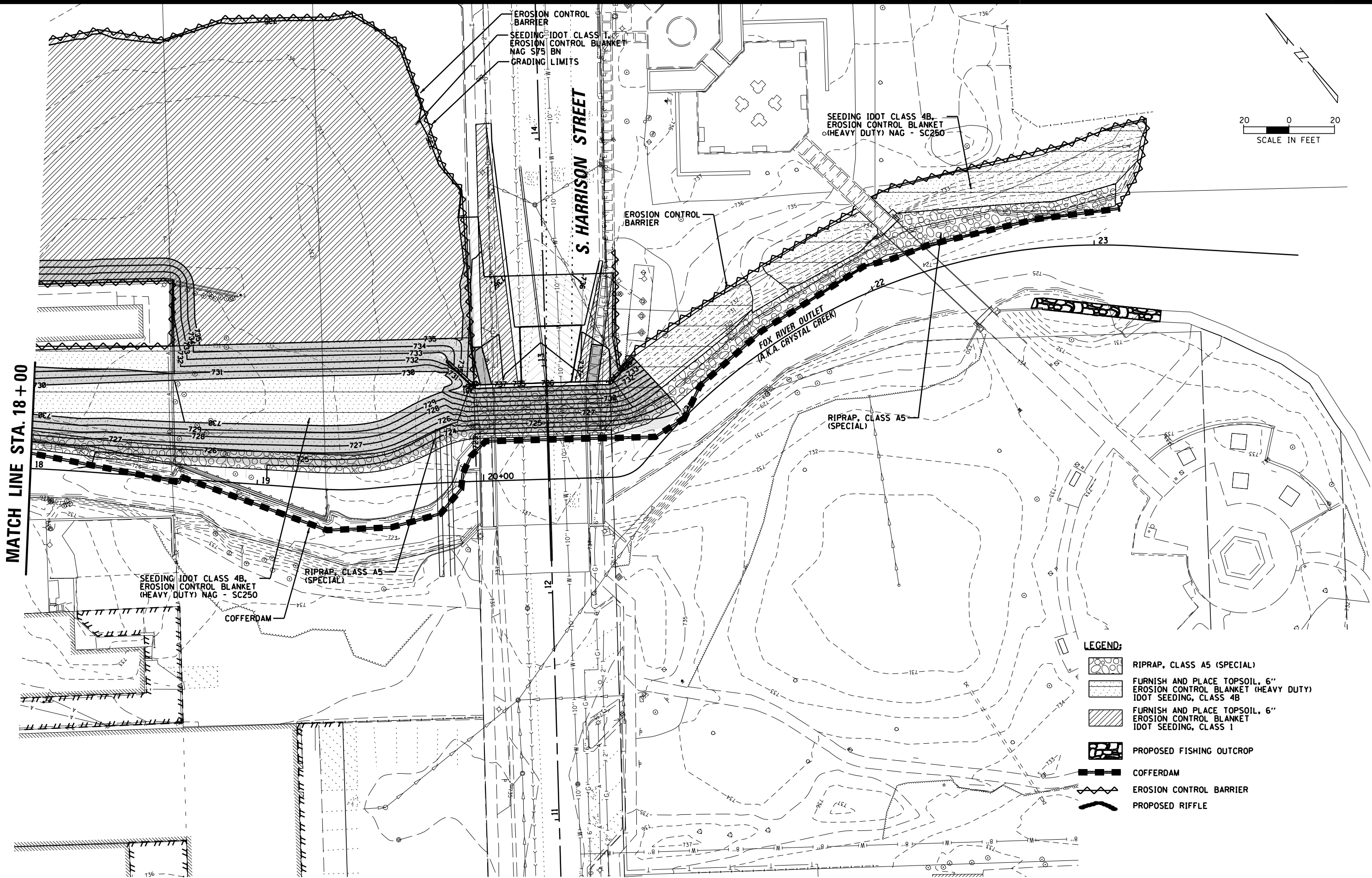


VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	EROSION PLAN
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**CRYSTAL CREEK
PROPOSED IMPROVEMENT
EROSION CONTROL/RESTORATION PLAN
STAGE 1**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 9 OF 22
DRAWING NO. EC01



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Rosemont, Illinois 60018
(847) 823-0500

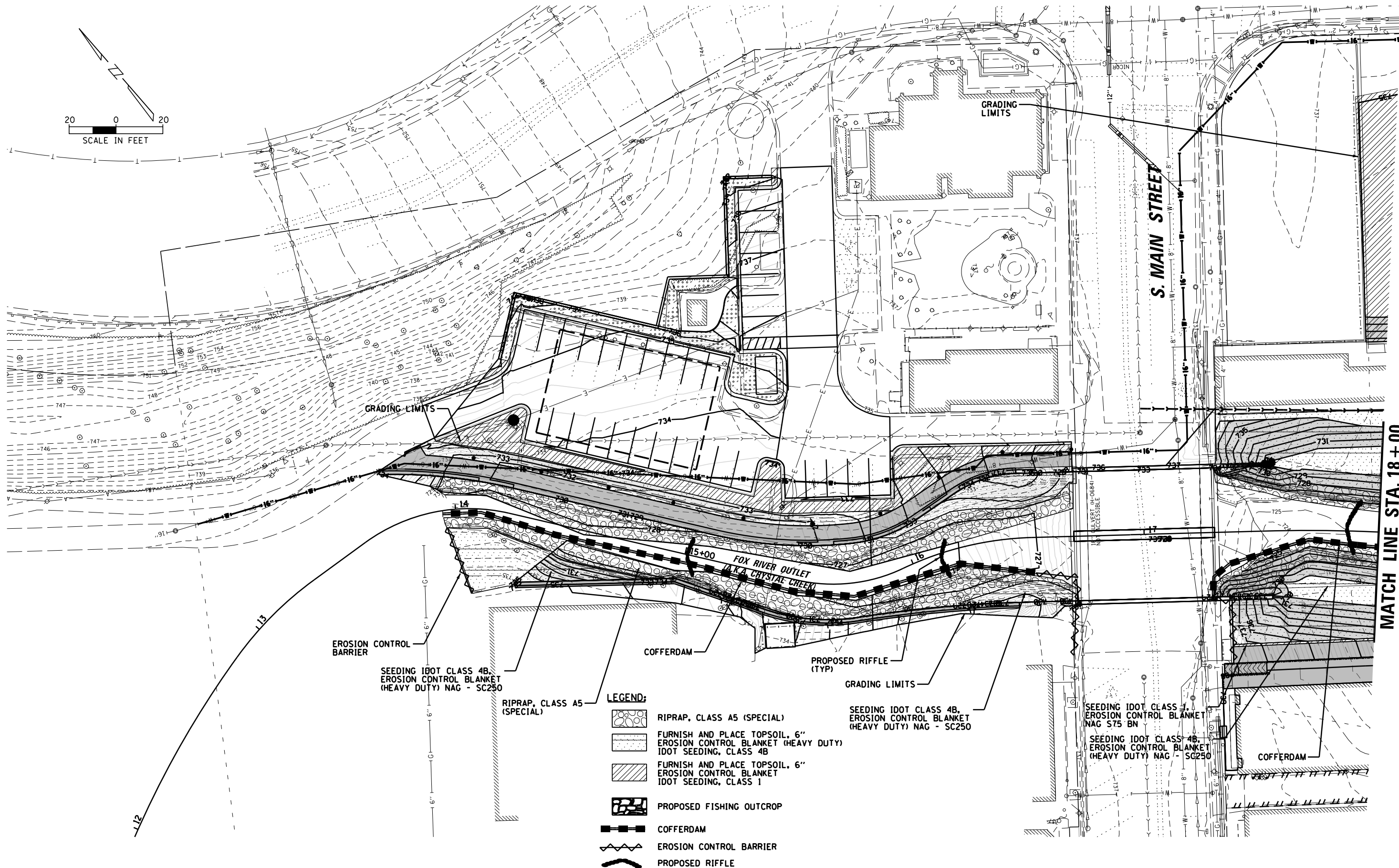


CLIENT:
VILLAGE OF ALGONQUIN
GANAK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	FILE NAME
1	5/21/2019	Initial Design	J. Barnett	Erosion Plan	N:\ALGONQUIN\070273\070273.00095C\Civil\ERD_0095C_02.STA.dgn

TITLE:
**CRYSTAL CREEK
PROPOSED IMPROVEMENT
EROSION CONTROL/RESTORATION PLAN
STAGE 1**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 10 OF 22
DRAWING NO. EC02



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

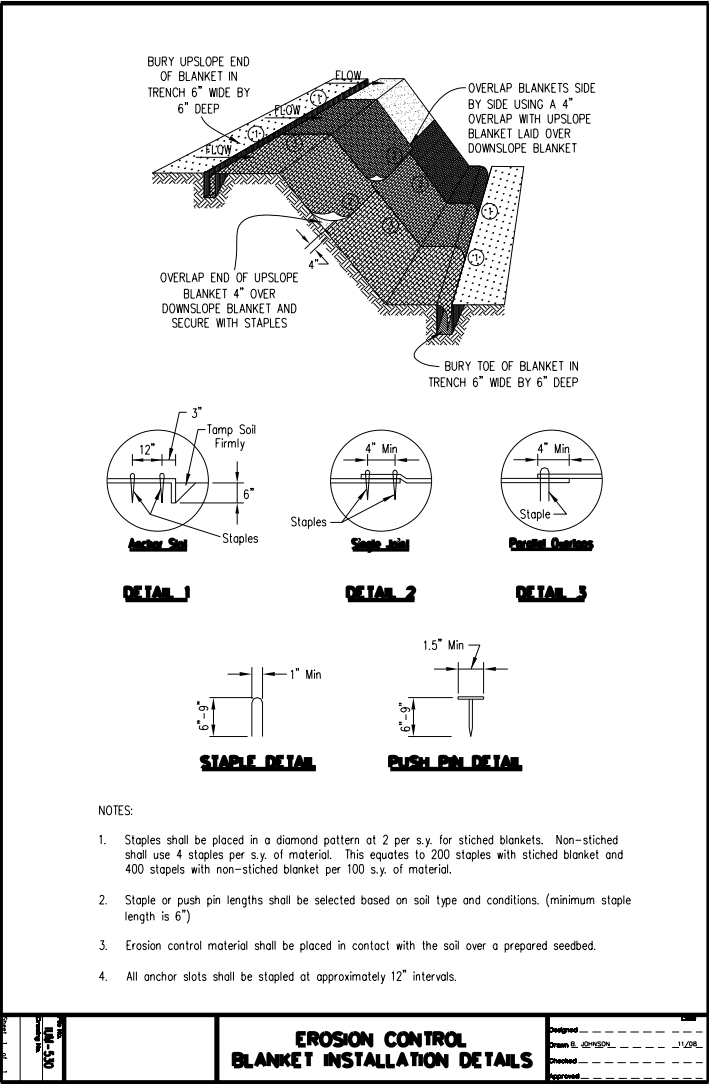


CLIENT:
VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

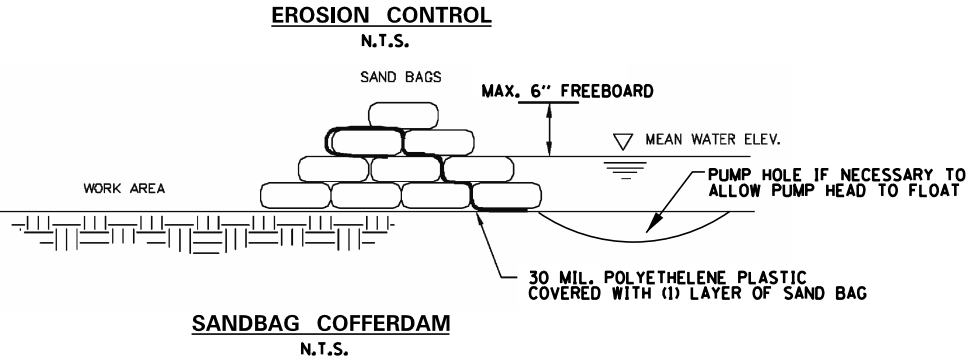
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DESCRIPTION
1	5/21/2019	Initial Design	Jbarnett		Erosion Plan
2	5/21/2019	Revised Design	Jbarnett		Erosion Plan
3	5/21/2019	Final Design	Jbarnett		Erosion Plan
4	5/21/2019	As Built	Jbarnett		Erosion Plan
5	5/21/2019	As Built	Jbarnett		Erosion Plan
6	5/21/2019	As Built	Jbarnett		Erosion Plan
7	5/21/2019	As Built	Jbarnett		Erosion Plan
8	5/21/2019	As Built	Jbarnett		Erosion Plan
9	5/21/2019	As Built	Jbarnett		Erosion Plan
10	5/21/2019	As Built	Jbarnett		Erosion Plan

**CRYSTAL CREEK
PROPOSED IMPROVEMENT
EROSION CONTROL PLAN - STAGE 2**

PROJ. NO. 070273.95C
DATE: 5/21/2019
SHEET 11 OF 22
DRAWING NO. EC03



DESIGNED BY: J. BARNETT	EROSION CONTROL BLANKET INSTALLATION DETAILS	CHECKED BY: J. BARNETT
DRAWN BY: J. BARNETT		DATE: 5/21/2019
SCALE: AS SHOWN		
PROJECT: VILLAGE OF ALGONQUIN		



SOIL EROSION CONTROL AND SEDIMENT CONTROL NOTES

- Soil erosion and sediment control (SESC) features must be constructed prior to the commencement of disturbance. Soil disturbance must be phased or enacted in such a manner as to minimize erosion. Soil stabilization measures must consider the time of year, site conditions and the use of temporary and/or permanent measures.
- Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be installed at minimum according to the standards and specifications in the Illinois Urban Manual, revised to latest version as amended. A copy of the approved soil erosion and sediment control (SESC) plan must be maintained on the site at all times.
- The erosion and sediment controls shown on the plans are the minimum requirements. Additional measures may be required as directed by the Engineer. All additional measures must be in place within 3 days of disturbance and any emergency SESC measures must be installed immediately.
- The Contractor must clean up, grade the work areas as the project progresses, and install erosion protection to eliminate the concentration of runoff, or must install appropriate sediment control devices to trap sediment. Pavement must be cleaned daily or as necessary to remove track-out material.
- It shall be the responsibility of the Contractor to divert all water (ground, storm, and construction) during construction in order to keep the construction areas freed of water.
- All storm sewer inlet structures must be protected with storm sewer inlet protection Best Management Practices (BMP).
- All material excavated shall be immediately placed in trucks and disposed of offsite.
- The Village shall provide a qualified person who will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit. After each inspection, a report shall be prepared by the person who performed the inspection. Inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm, or by the following business or work day, that is 0.5 inches or greater. Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Inspections must commence when construction activities are conducted, or if there is a 0.5 inch or greater rain event, or discharge due to snowmelt occurs.

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(847) 823-0500

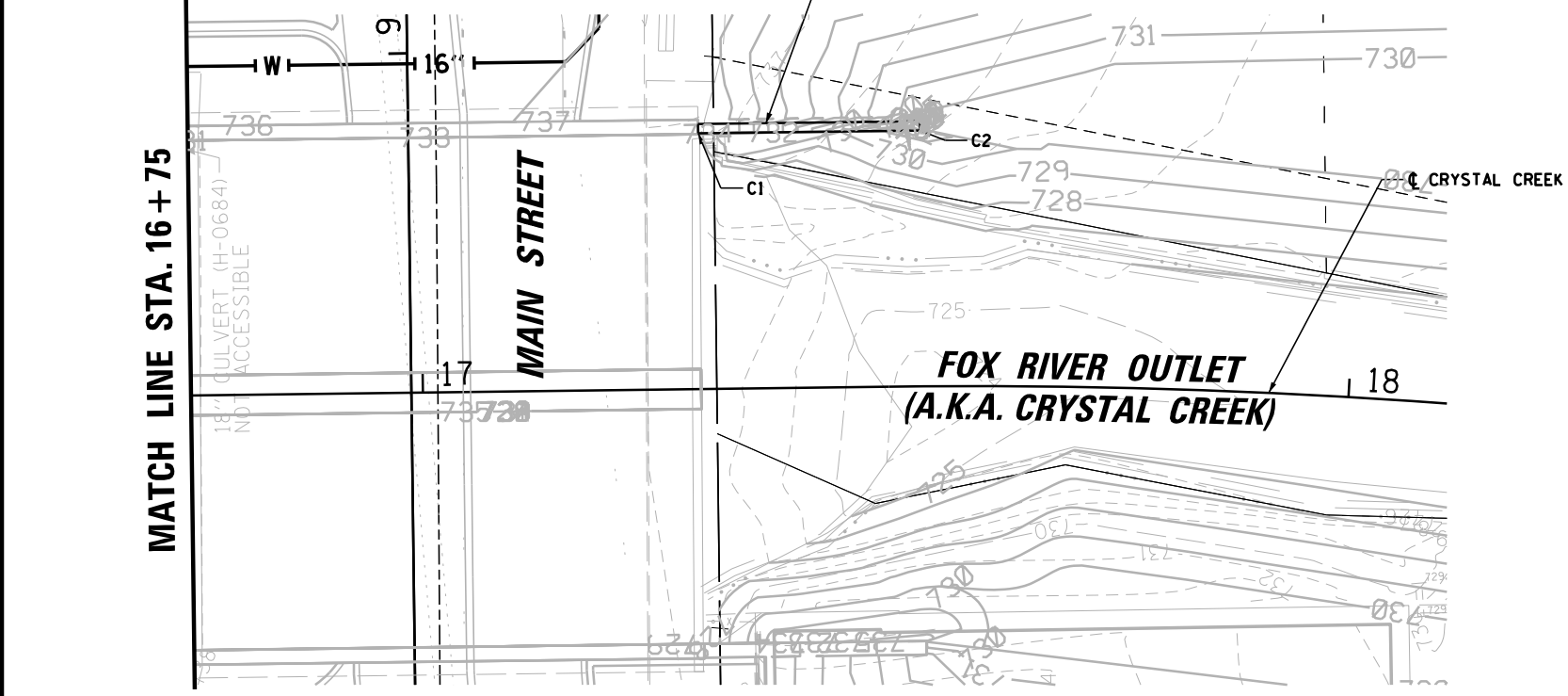
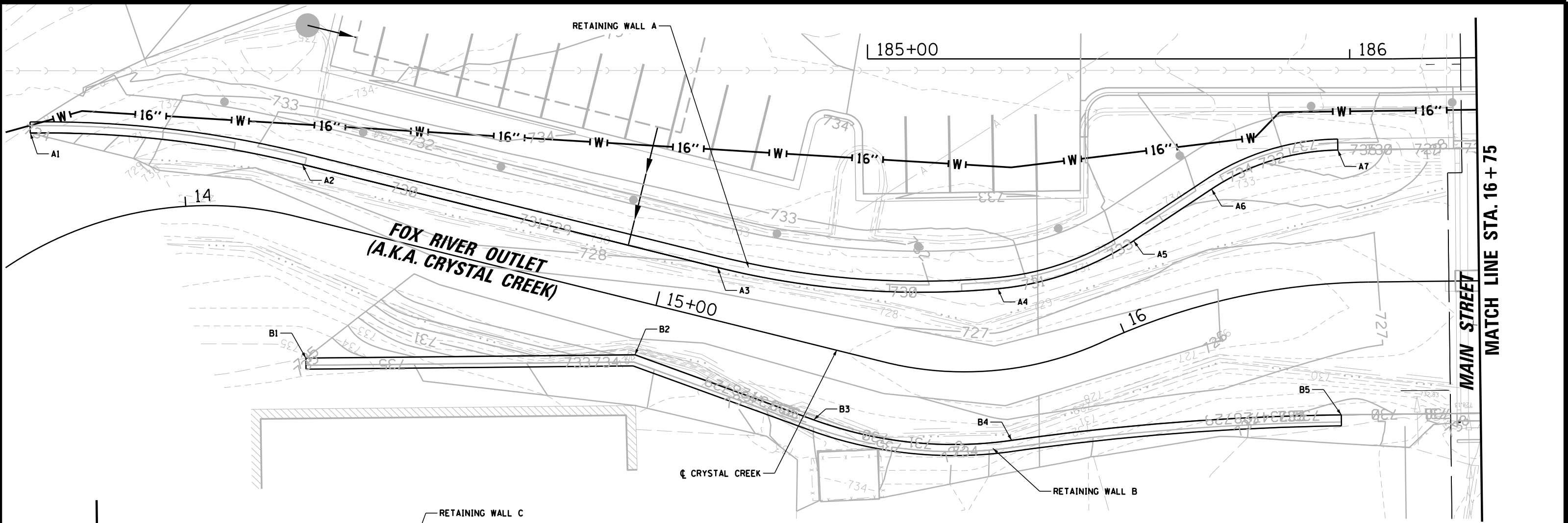
CLIENT:

VILLAGE OF ALGONQUIN
GANEK MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DESCRIPTION
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TITLE:	CRYSTAL CREEK PROPOSED IMPROVEMENT EROSION CONTROL DETAILS	PROJ. NO. 070273.95C
		DATE: 5/21/2019
		SHEET 13 OF 22
		DRAWING NO. EC05

GENERAL PLAN
HARRISON STREET
OVER CRYSTAL CREEK
 F.A.P xxx - SECTION XX-X
MCHENRY COUNTY
STATION 12+50
 STRUCTURE NO. 056-6015

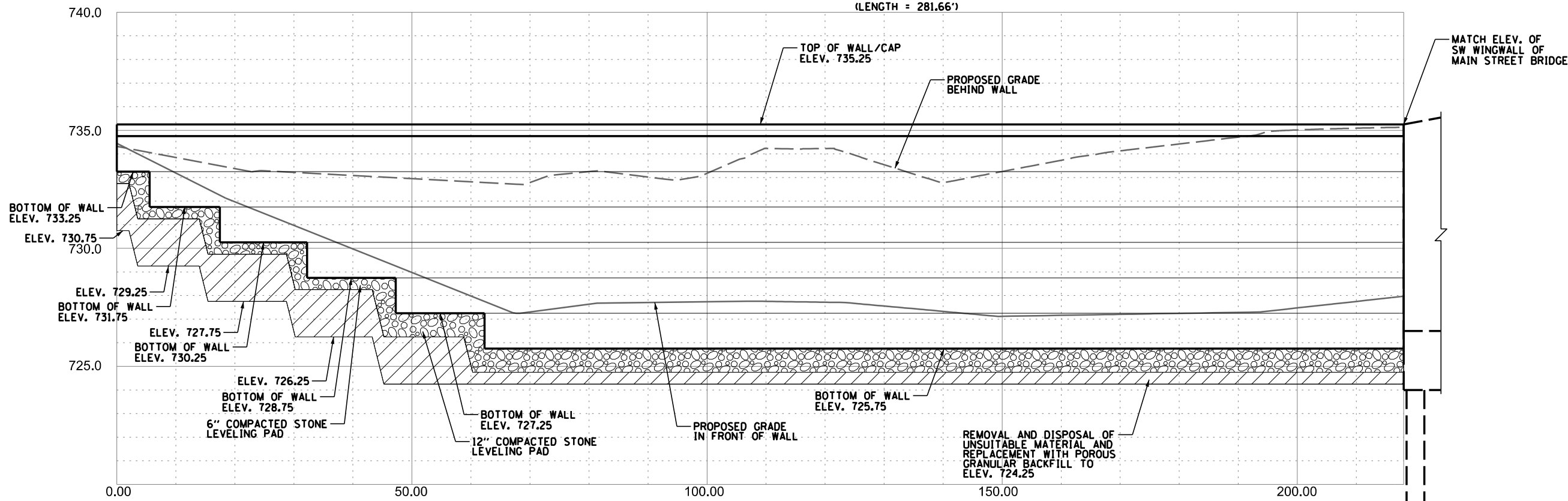
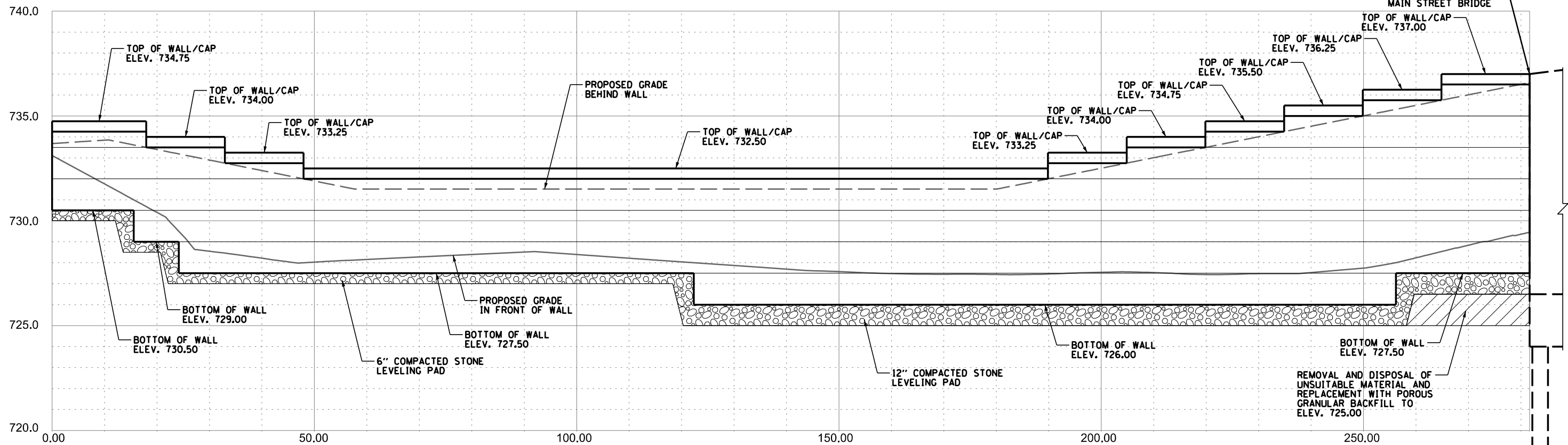


WALL LAYOUT TABLE

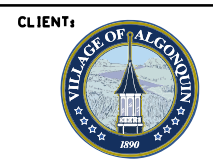
POINT #	STA	O/S	DESCRIPTION
A1	13+75.51	22.34' LT	BEGIN WALL A / BEGIN 221.2' R
A2	14+21.90	10.81' LT	END 221.2' R
A3	15+10.48	10.74' LT	BEGIN 174.5' R
A4	15+74.75	16.81' LT	END 174.5' R / BEGIN 61.0' R
A5	16+08.13	17.09' LT	END 61.0' R
A6	16+24.23	23.02' LT	BEGIN 48.5' R
A7	16+47.06	27.59' LT	END 48.5' R / END WALL A
B1	14+32.13	28.07' RT	BEGIN WALL B
B2	14+98.23	10.99' RT	BEND
B3	15+37.44	15.17' RT	BEGIN 85.0' R
B4	15+73.66	14.79' RT	END 85.0' R / BEGIN 535.0' R
B5	16+44.58	27.32' RT	END 535.0' R / END WALL B
C1	17+30.08	27.60' LT	BEGIN WALL C
C2	17+53.92	27.61' LT	END WALL C

WALL A AND WALL BE SHALL BE REDI-ROCK LESGESTONE SEGMENTAL BLOCK RETAINING WALLS.

WALL C SHALL BE A CAST-IN-PLACE VERTICALLY CANTILEVERED RETAINING WALL.



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 Rosemont, Illinois 60018
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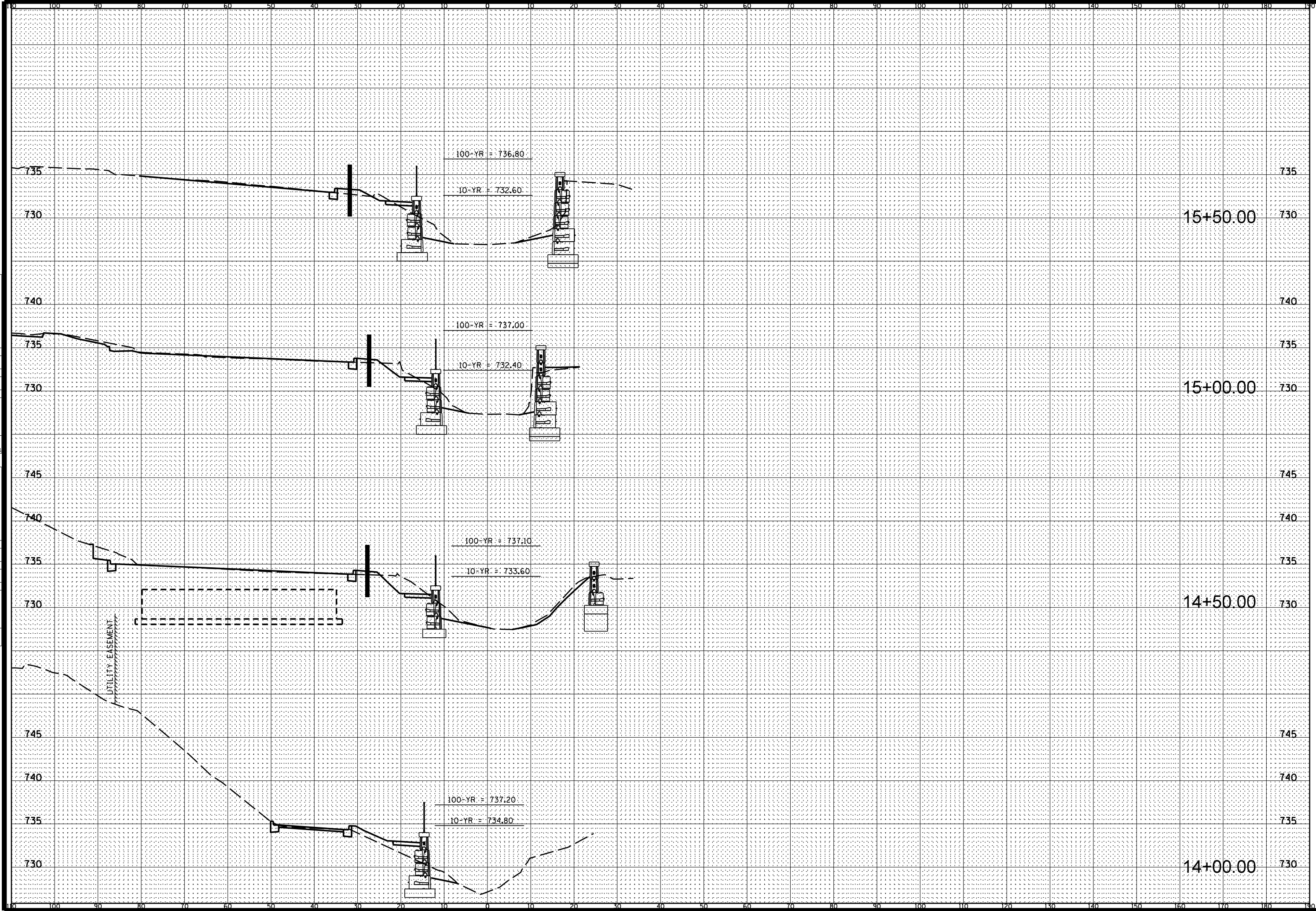
CLIENT:

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Default
FILE NAME	N:\ALGONQUIN\070273\070273.00095C\Struct\070273.00095C-S03.shx				



TITLE:

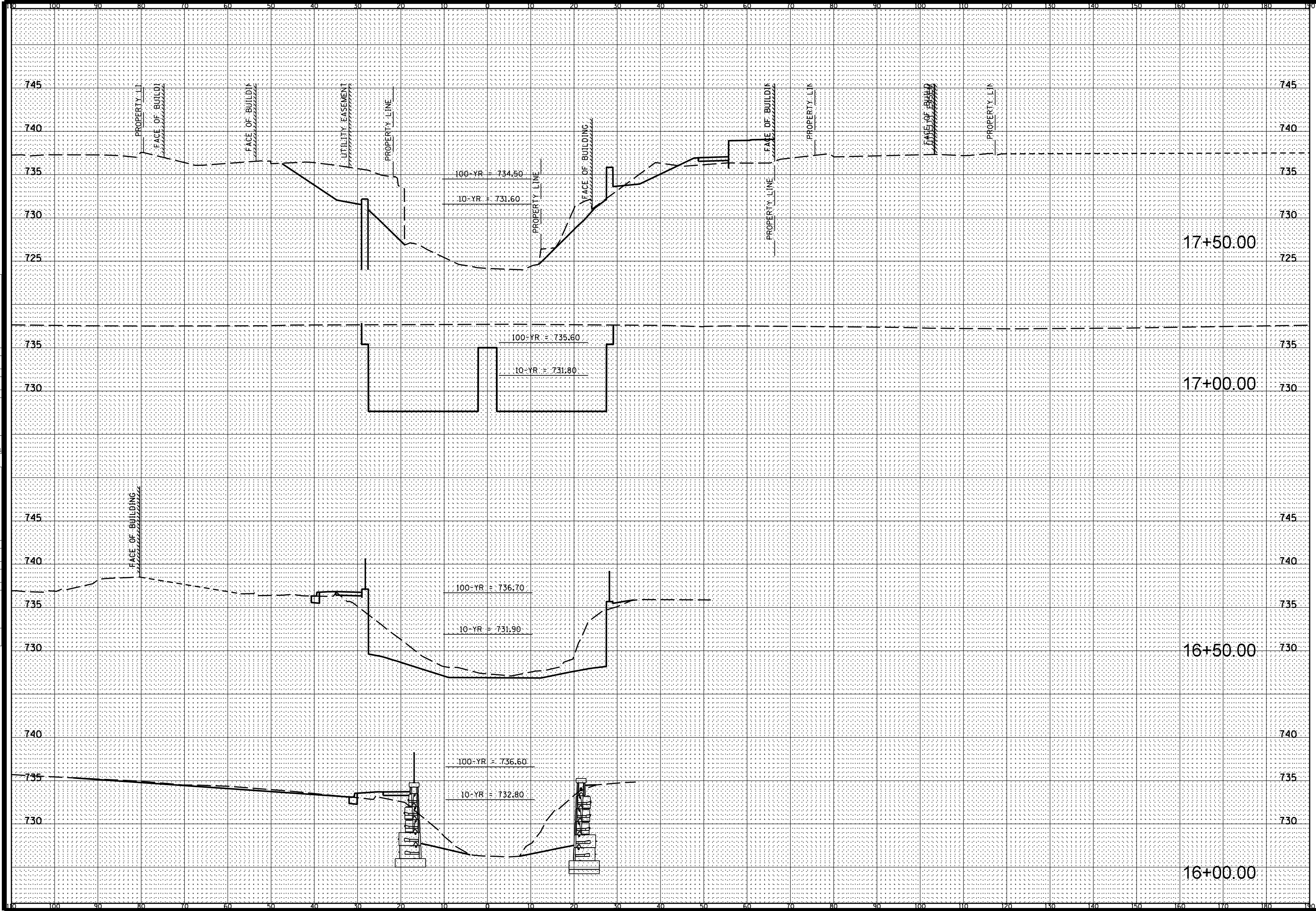
CRYSTAL CREEK RETAINING WALL PROFILES

PROJ. NO.	070273.95C
DATE:	5/21/2019
SHEET 16	OF 22
DRAWING NO.	S03

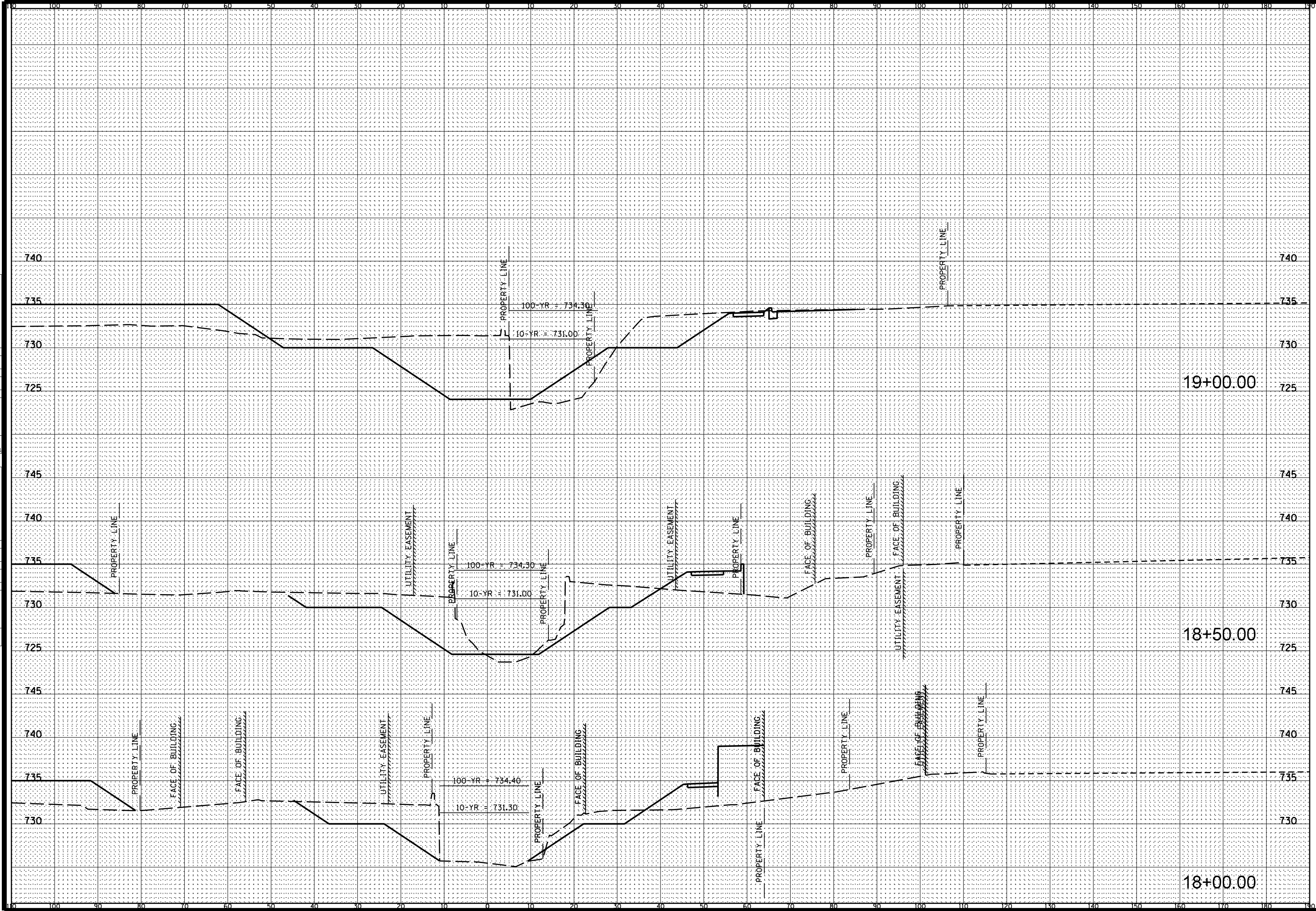


FILE NAME: \\ALCONQUIN\070275\070275\00095C\070275\00095C.dwg

PROJ. NO. 070275.95C		DATE: 5/21/2019		SHEET 18 OF 22		DRAWING NO.		XS1	
CRYSTAL CREEK									
STA. 14 + 00.00 - STA. 15 + 50.00									
PROPOSED IMPROVEMENT									
VILLAGE OF ALCONQUIN GANEX MUNICIPAL CENTER 2200 HARNISH DR ALCONQUIN, IL 60102									
									
CLIENT: CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500									
									

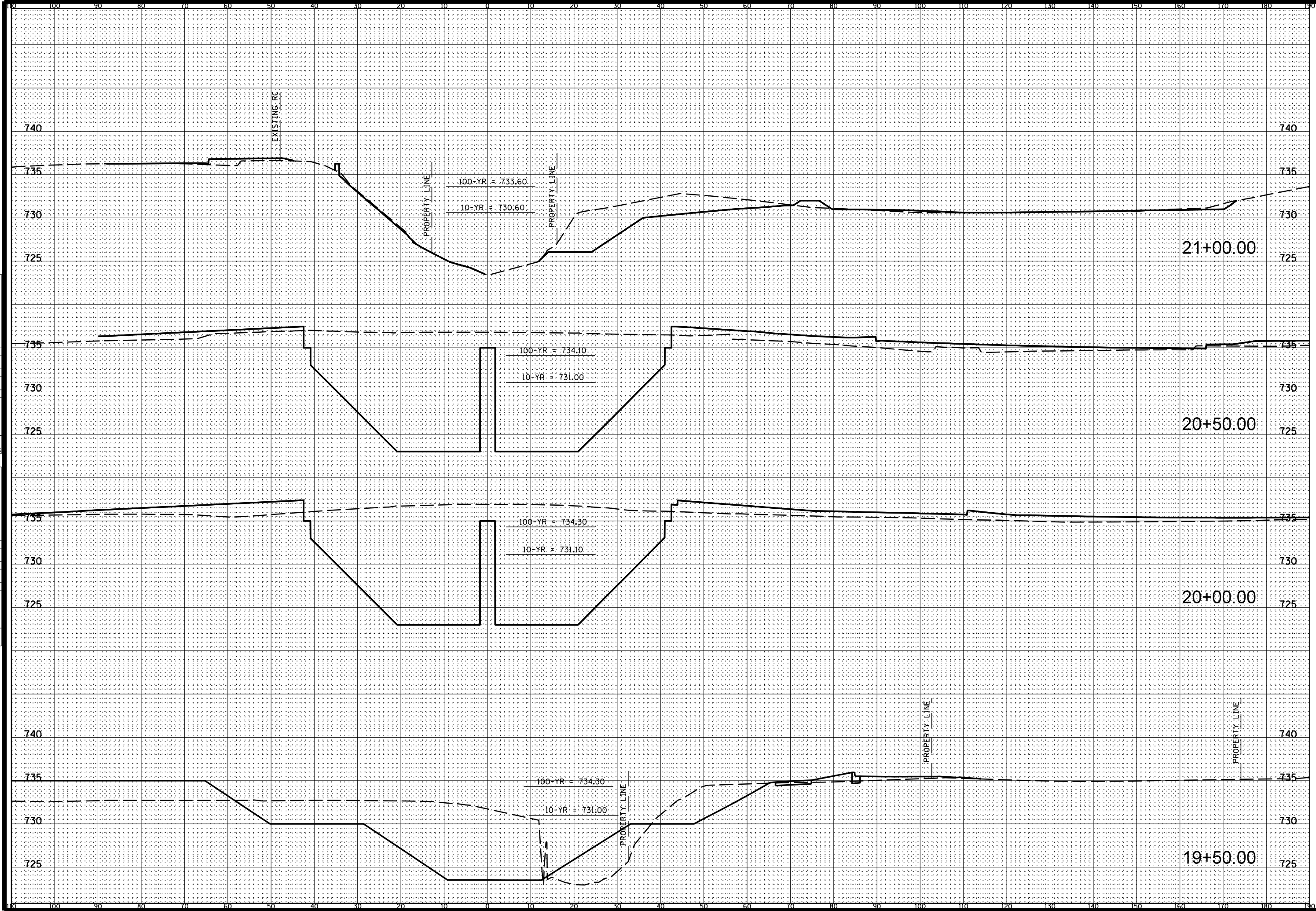


PROJECT NO. 070213.95C		DATE: 5/21/2019	
SHEET 19 OF 22		DRAWING NO.	
CRYSTAL CREEK STA. 16 + 00.00 - STA. 17 + 50.00 PROPOSED IMPROVEMENT			
TITLE:		PROJECT:	
DSGN.	DRW.	SCALE:	HORZ. 10 VERT. 5
PLOT DATE:	5/21/2019	CAD USER:	Default
MODEL:			
CLIENT: VILLAGE OF ALGONQUIN GANAK MUNICIPAL CENTER 2200 HARNISH DR ALGONQUIN, IL 60102			
CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500			
CS2			

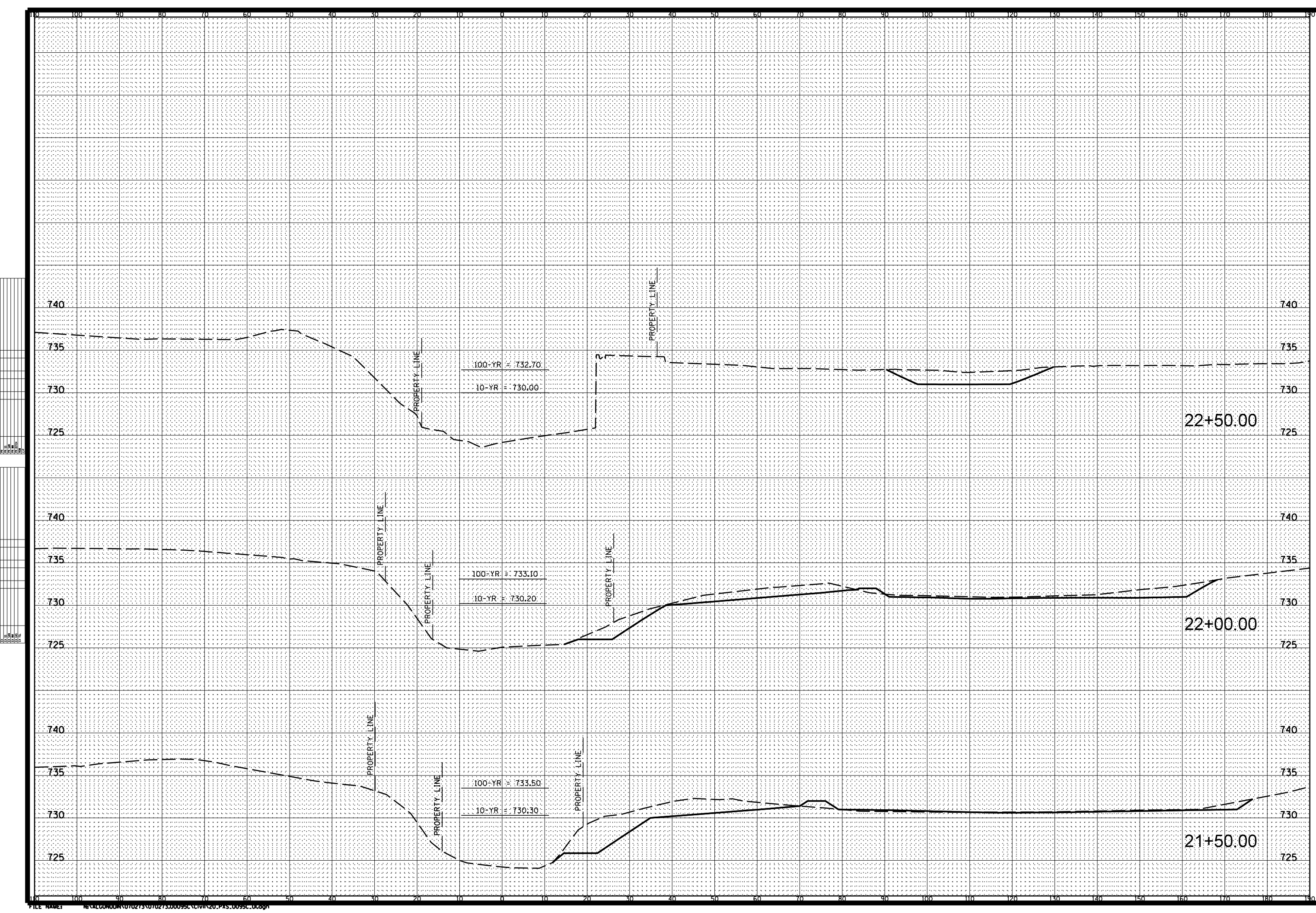


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	CRYSTAL CREEK		PROJ. NO. 070275.95C
	STA. 18 + 00.00 - STA. 19 + 00.00		DATE: 5/21/2019
	PROPOSED IMPROVEMENT		SHEET 20 OF 22
			DRAWING NO.
CLIENT: VILLAGE OF ALCONQUIN GANEK MUNICIPAL CENTER 2200 HARNISH DR ALCONQUIN, IL 60102		TITLE:	
CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500			
		MODEL: Default	
		SCALE: HORIZ. 1" = 10' VERT. 1" = 5'	
		PLOT DATE: 5/21/2019	
		CAD USER: jperrett	
		MODEL: Default	
		XS3	



PROJ. NO. 070213.95C		DATE: 5/21/2019	
SHEET 21 OF 22		DRAWING NO.	
TITLE:		CRYSTAL CREEK STA. 19 + 50.00 - STA. 21 + 00.00 PROPOSED IMPROVEMENT	
DSGN.	DWG.	CHRD.	SCALE:
			HORIZ. 10 VERT. 5
PLOT DATE:	5/21/2019	CAD USER:	Default
MODEL:			
CLIENT:			
VILLAGE OF ALGONQUIN GANAK MUNICIPAL CENTER 2200 HARNISH DR ALGONQUIN, IL 60102			
CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500			
XS4			



CRYSTAL CREEK
STA. 21+50.00 - STA. 22+50.00
PROPOSED IMPROVEMENT

DSGN.	DRW.	SCALE:	HORIZ. 10	VERT. 5	PLOT DATE:	CAD USER:	MODEL:
					5/21/2019	jbarnett	Default

CLIENT:

VILLAGE OF ALGONQUIN
GANEX MUNICIPAL CENTER
2200 HARNISH DR
ALGONQUIN, IL 60102

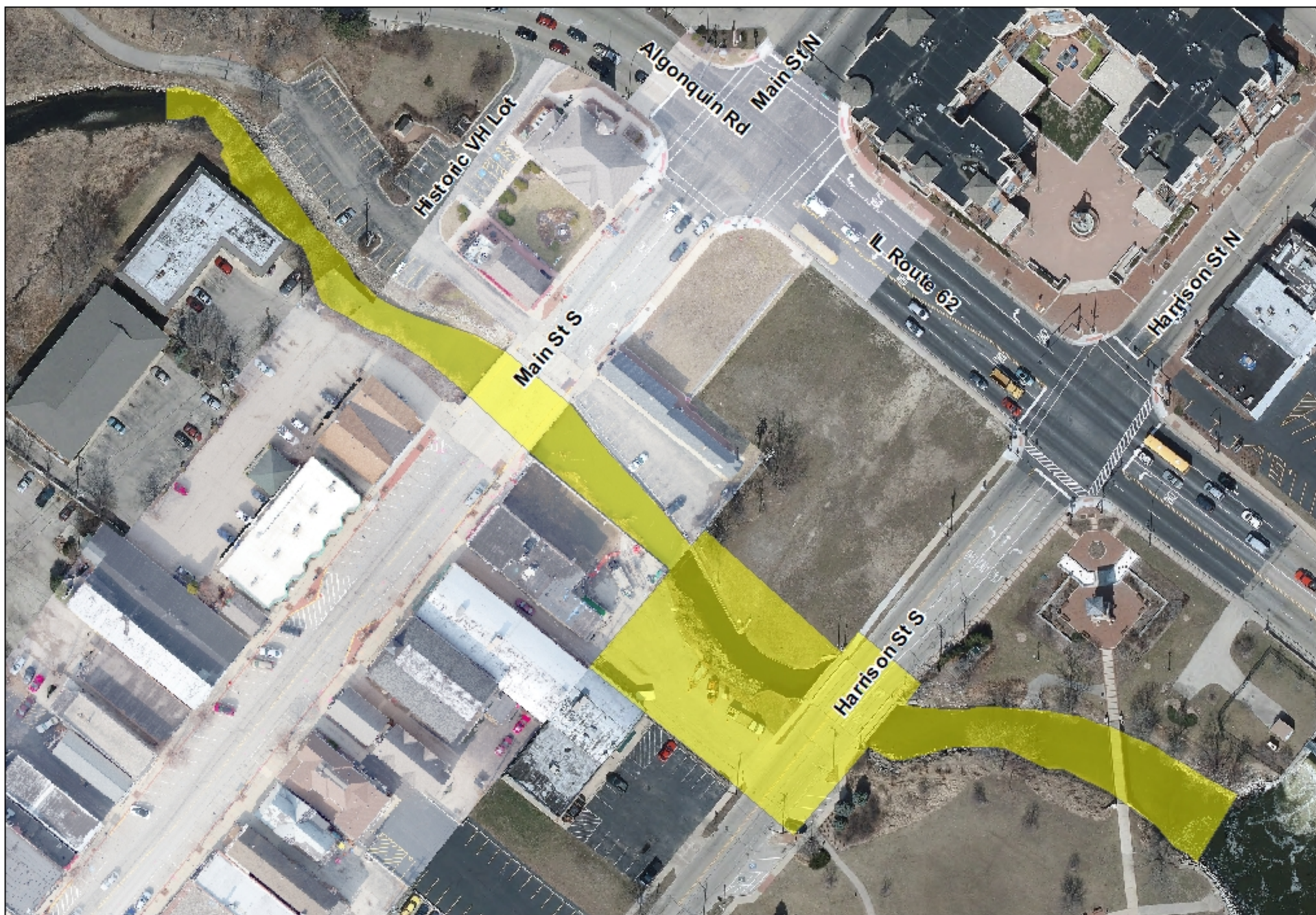


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9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



Downtown Streetscape - Riverwalk & South Harrison Street Bridge

1.17 Acres





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 7, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: North River Road Right of Way (ROW) Project

As you may recall, several years ago, the Village performed patching and re-surfacing efforts on North River Road on the east bank of the Fox River. In the process Village staff encountered several challenges by property owners regarding their “ownership” of the road. The Village was able to perform a good portion of the improvements but not on the comprehensive level ultimately desired.

In order to rectify the ROW and ownership conditions that currently exist, the Village needs to do the following:

- Determine the ultimate needs of the Village along the ROW, this includes but is not limited to, water main, sanitary sewer, storm sewers, other utilities (ComEd, AT&T, Comcast and NICOR).
- Once the utility needs are determined and their proposed location, determine the roadway/pavement required to service thru traffic and the residents who live on the road. Ultimate ROW and pavement widths will need to be determined.

Christopher B. Burke Engineering Ltd. (CBBEL) has been working over the past few years to research the historical survey and ROW information to determine what is legally owned and by whom.

At this point the Village needs to determine what the ultimate needs are and how they may impact the property owners. Following that exercise the Village can meet with impacted owners to discuss the plan and potential acquisition of property or easements.

The attached proposal from CBBEL reflects the effort to evaluate the ROW plan related to the Utilities and pavement requirements as well as the survey information for the impacted properties to determine easements and/or property purchase. The Village Staff has reviewed the proposal for a Cost not to Exceed amount of \$194,749.00 and recommends that the COTW take the necessary steps to forward this proposal to the Village Board for their approval. Funds are budgeted in the Streets Capital Improvement budget.

**Consulting Engineering
Master Agreement Work Order Form**

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

The project includes a Phase I Engineering Study of North River Road from Algonquin Road to the Village limit approximately a distance of 7,700 feet (1.46 miles).

We understand the existing 2-lane roadway requires pavement reconstruction / rehabilitation and the existing utilities require evaluation and repair or replacement. Our study will be based on the topographic survey previously completed by CBBEL and additional topographic survey included herein.

We understand that the Village will televise the existing sewer and provide their analysis of its condition. The Village will also provide the break history of the water main within the project limits.

B. Design Criteria
IDOT/Village

III. SCOPE OF SERVICES

Task 1.A – Design Management, Coordination, Communication, & Reporting

- i. Attend a pre-design project kickoff meeting with Village staff to confirm and clarify scope, understand Village objectives, and ensure economical and functional designs that meet Village requirements.
- ii. We will attend two (2) Phase I review meetings with Village and other impacted agency personnel and prepare meeting minutes.
- iii. Prepare and submit a baseline Project design schedule.

Task 1.A Deliverable(s)

- **Project Schedule & Updates**
- **Review Meeting Minutes**

Task 1.B – Data Collection and Additional Topographic Survey

- i. CBBEL will gather available Village Utility Atlas Info (Water, Sanitary, Storm) and gather available Public Utility Atlas Info (Gas, Power, Communication). This includes coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. and coordinate with other agencies and entities as necessary

for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.

The previously completed topographic survey includes the existing pavement and utilities. During the concept design, we will determine what additional survey is required to complete the Phase I Design. This will be compiled with previous data and aerial topography.

Task 1.C – Geotechnical Report

PAVEMENT CORES ONLY

CBBEL will have our subconsultant Midland Standard Engineering & Testing, Inc. (MSET) perform 8 pavement cores of the project limits. This will include the following:

- Describe the research, field exploration, laboratory testing, and analyses conducted. Details of the methods and procedures used in the investigation may be described in the introduction, in the body of the report, or appendix. This will include proposed subgrade and pavement section recommendations.

Task 1.C Deliverable(s)

- **Geotechnical Report**

Task 1.D – Conceptual Plans

CBBEL will produce conceptual drawings. The conceptual design will identify, develop, and communicate the recommended options of design that successfully addresses all design problems. Preparation of conceptual plans will include the identification of alternatives. Based on approval from Village staff, CBBEL will develop the preferred alternative design.

Task 1.D Deliverable(s)

- **Conceptual Plan and Alternatives**
 - **Preliminary Cover and index of sheets**
 - **Project Limits & Area Location Map**
 - **Typical Sections**
 - **Preliminary Plan and Profiles**
 - **Cross-sections at 50' and driveways**
 - **Design variations with written narrative on key design decisions**

Task 1.E – Preliminary Engineers Estimate

CBBEL will provide the Village with a preliminary estimate for cost of construction.

Task 1.E Deliverable(s)

- **Preliminary Engineers Estimate**

Task 1.F Parcel Exhibits

CBBEL will produce an Exhibit for each property (70 total) that shows the existing right-of-way (ROW) and proposed ROW. The exhibits shall show each parcel's limits adjacent to the ROW.

Task 1.F Deliverable(s)

- **Parcel Exhibits**

Task 1.G Public Information Meeting

Present plans, color renderings and parcel exhibits to residents, adjacent residents, and business owners. Design will be updated based on public input.

Task 1.G Deliverables

- **Color Renderings**
- **Plans and Profiles**
- **Typical Sections**
- **Cross Sections**

IV. FEE SUMMARY

Task 1.A

Design Management, Coordination, Communication, & Reporting

Engineer VI	4 hrs x \$190/hr	=	\$ 760
Engineer V	24 hrs x \$175/hr	=	\$ 4,200
Engineer III	8 hrs x \$125/hr	=	<u>\$ 1,000</u>
			\$ 5,960

Task 1.B

Data Collection

Engineer V	4 hrs x \$175/hr	=	\$ 700
Engineer III	12 hrs x \$125/hr	=	\$ 1,500
CAD II	30 hrs x \$125/hr	=	\$ 3,750
Survey V	1 hrs x \$165/hr	=	\$ 165
Survey IV	4 hrs x \$160/hr	=	\$ 640
Survey III	8 hrs x \$155/hr	=	\$ 1,240
Survey II	40 hrs x \$115/hr	=	\$ 4,600
Survey I	40 hrs x \$90/hr	=	<u>\$ 3,600</u>
			\$16,135

Task 1.C

Geotechnical Report

MSET			\$15,000
Engineer III	4 hrs x \$125/hr	=	<u>\$ 500</u>
			\$15,448

Task 1.D

Conceptual Plans

Engineer VI	8 hrs x \$190/hr	=	\$ 1,520
Engineer V	200 hrs x \$175/hr	=	\$35,000
Engineer III	260 hrs x \$125/hr	=	\$32,500
CAD II	66 hrs x \$125/hr	=	<u>\$ 8,250</u>
			\$77,270

Task 1.E

Preliminary Engineers Estimate

Engineer V	12 hrs x \$175/hr	=	\$ 2,100
Engineer III	48 hrs x \$112/hr	=	<u>\$ 6,000</u>
			\$ 7,176

Task 1.F

Parcel Exhibits

Survey V	80 hrs x \$165/hr	=	\$13,200
Survey IV	40 hrs x \$160/hr	=	\$ 6,400
CAD Mgr	225 hrs x \$160/hr	=	<u>\$36,000</u>
			\$55,600

Task 1.G

Public Information Meeting

Engineer VI	4 hrs x \$190/hr	=	\$ 760
Engineer V	32 hrs x \$175/hr	=	\$ 5,600
Engineer III	16 hrs x \$ 125/hr	=	\$ 2,000
Landscape Arch	32 hrs x \$150/hr	=	<u>\$ 4,800</u>
			\$13,160

Direct Costs = \$ 4,000

TOTAL = \$194,749

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: June 7, 2021 _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	190
Engineer V.....	175
Engineer IV.....	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV.....	160
Survey III.....	155
Survey II.....	115
Survey I.....	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager.....	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III.....	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V.....	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	100
Administrative.....	95
Engineering Intern.....	46

Updated January 8, 2020



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 1, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

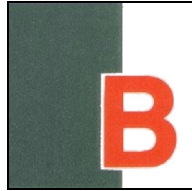
FROM: Robert Mitchard, Public Works Director

SUBJECT: Main St., Water main extension

Several items were discussed and reviewed during The Main St/Roundabout project pre-construction meeting held on April 28, 2021. One of the topics discussed was the necessity to lower the existing water main located within the roundabout. The design of the roundabout requires approximately 4 feet of elevation change prompting the need to lower the existing water main to provide the required minimum 5.5 feet depth of cover. The water main that will be lowered is located along Arrowhead Dr./Cary Rd. and serves the Arrowhead subdivision. The subdivision is served by this water main, and the relocation of the water main would require a 36 – 48-hour water shut-down. The loss of water service to approximately 110 homes is not acceptable. A solution to a water shut down is to install a bypass water main which would prevent the need for a long duration of water system shut down. This improvement would also enhance the overall water distribution system serving the Arrowhead subdivision, as well as provide sufficient water main sizing for the potential future development to the north of this project area. Since the project is nearing the beginning of construction the most effective manner to install this proposed water main is to utilize the design/build method.

A Design/Build Proposal was prepared by Burke LLC for the design and construction of the additional water main.

The project was not budgeted. as we did not anticipate what was described above and we found no alternative to uninterrupted water supply during construction. In the Water & Sewer Improvement Fund, we saved approximately \$1,100,000 on the Ratt Creek Reach 5 Sanitary Sewer Relocation from what was budgeted. Therefore, we plan to use some of this savings to complete this project. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this agreement with Burke LLC on to the full Board of Trustees for approval in a not-to-exceed amount of \$342,831.00.



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Stage 1D Cemetery Water Main Extension

CONTRACT DATE:

GUARANTEED MAXIMUM
PRICE: \$342,831.00

SUBSTANTIAL COMPLETION DATE: 8/24/2021

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 The exhibits prepared by Christopher B Burke Engineering, Ltd dated and attached hereto as Exhibit B.

.4 Village of Algonquin Standard Certifications
a. Business Organization
b. Certification of Eligibility
c. Equal Employment Opportunity
d. Illinois Prevailing Wage Act
e. Contractor's Certification
f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule

necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and

obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction

Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract,

the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced

in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and

the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.

- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the June 11, 2021. A delay in the Owner's execution of this Contract which postpones the commencement of the Work.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be contingent upon receipt of the screens and equipment for the kiosks and as adjusted in accordance with the provisions of this Contract. Once received, the completion of the kiosks will be completed within 3 weeks, pending appropriate weather conditions.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Stage 3 Wet Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the

Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the exhibit prepared by Christopher B. Burke Engineering, Ltd. Any changes or upcharges from Meridian will result in a proportional increase to the GMP.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site is free of rock, debris or other bad soil conditions
 - .2 Hazardous materials are not present at the site.
 - .3 Durations to acquire permits are beyond the Contractor's control.
 - .4 No utility conflicts exist.
 - .5 To the extent that the Exhibits are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

- 8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the

percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

.6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and

each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

- 8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
- .1 The amount of the final payment shall be calculated as follows:
- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
- .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated

and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term “Cost of the Work” shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract

Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;

- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager

shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000

Medical Expenses, each person	\$ 10,000
Comprehensive Automobile Liability Insurance	
Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000
Worker's Compensation & Employer's Liability	
Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee
Commercial Umbrella/Excess Liability	
Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to

comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.


Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By:  Date: 5/26/2021
Principal

Attest: _____ Date: _____

By:  Date: 5/26/2021
Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

By:  Date: 12/6/17 By:  Date: 12/6/17
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17
Principal Principal

By:  Date: 12-16/17 By:  Date: 12/6/2017
Principal Principal



STAGE 1D CEMETARY WATER MAIN EXTENSION

Algonquin, Illinois

Exhibit A - Summary Schedule of Values



Item

Contract Value

Water Main Extension

\$ 285,770

Construction	\$ 233,615
Design	\$ 12,440
Construction Management	\$ 16,353
General Conditions (Insurance OH and Profit)	\$ 23,362

Restoration

\$ 57,061

Pavement Patching	\$ 42,650
Curb and Gutter Rem and Repl	\$ 1,120
Landscape Restoration	\$ 5,000
Construction Management	\$ 3,414
General Conditions (Insurance OH and Profit)	\$ 4,877

Contract Price \$ 342,831

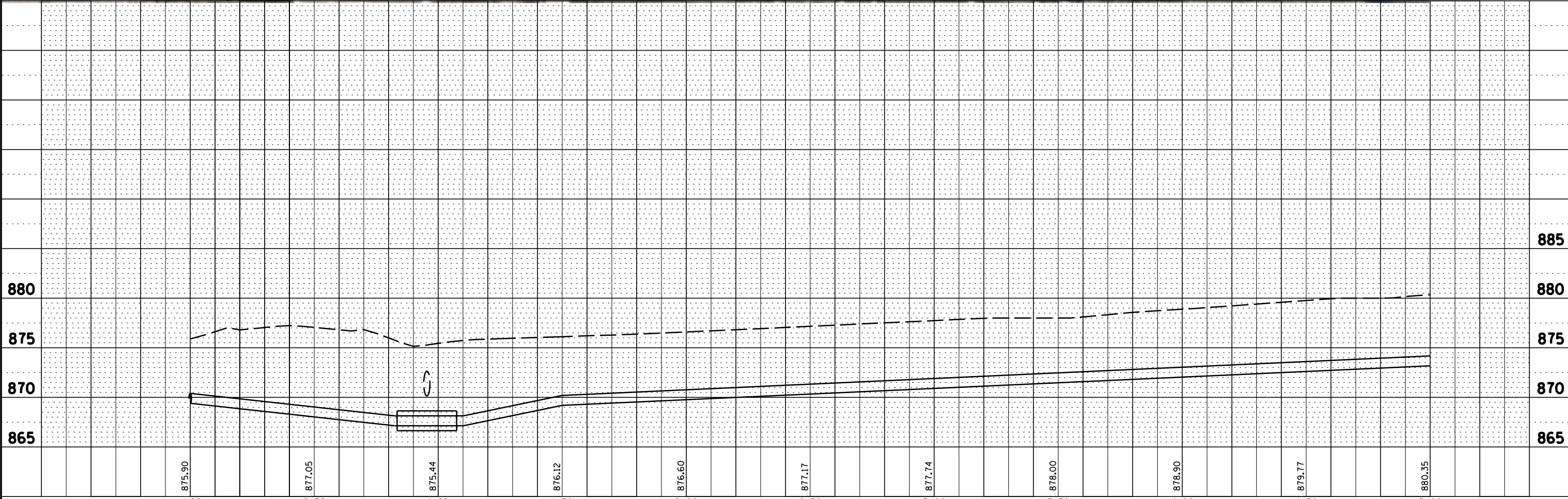
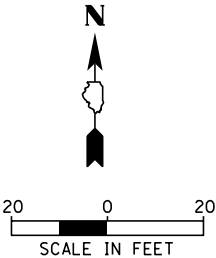
STAGE 1D CEMETARY WATER MAIN EXTENSION
EXHIBIT B – PROPOSED PLANS

PLAN	SURVEYED	BY	DATE
	NOTED		
NOTE BOOK	CHECKED		
	FILE NAME		

PROFILE	SURVEYED	BY	DATE
	NOTED		
NOTE BOOK	CHECKED		
	FILE NAME		

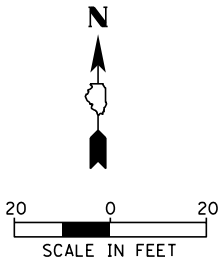


MATCH LINE STA. 5 + 00

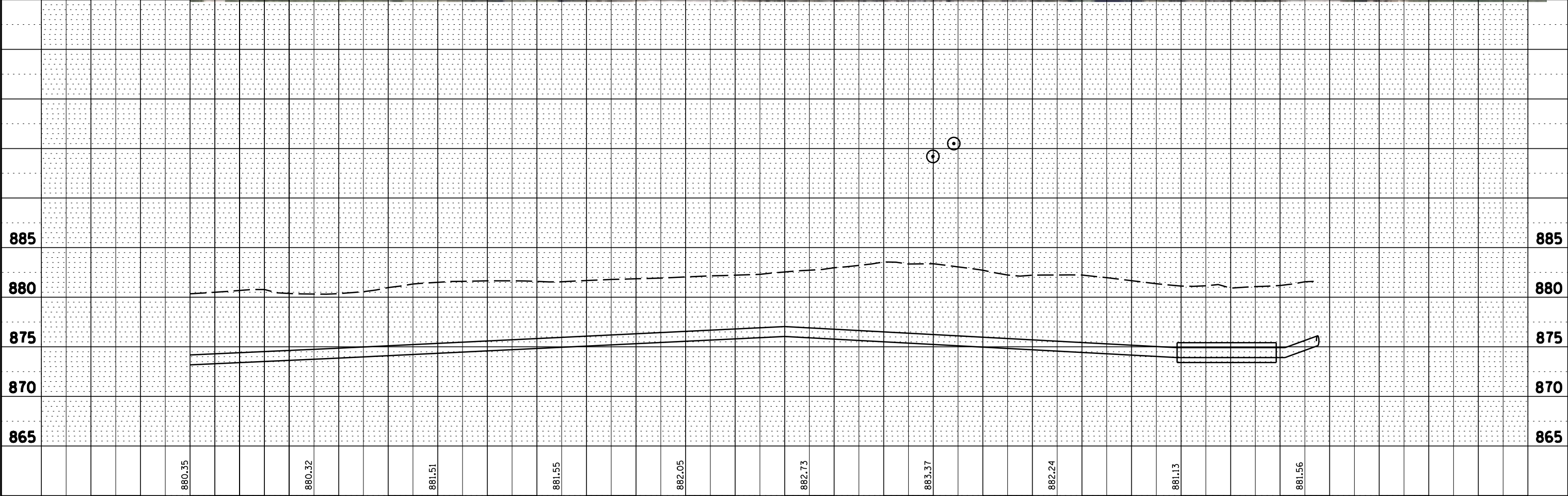
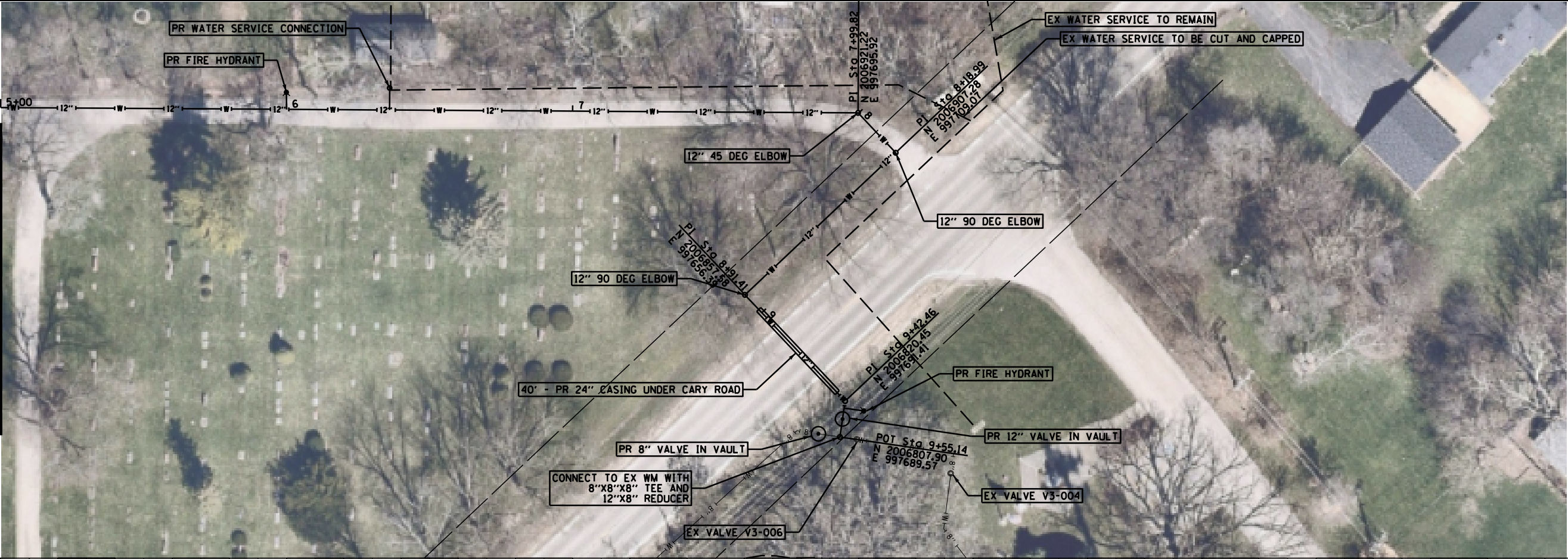


PLAN	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK NO.	CHECKED		
	FILE NAME		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK NO.	GRADES CHECKED		
	STRUCTURE NOTATIONS CHKD		



MATCH LINE STA. 5+00





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2021

TO: Tim Schloneger, Village Manager
Village of Algonquin Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Woods Creek Pump Station Improvements Bid Opening

The Bid opening for the Woods Creek Pump Station Improvements Project was held on Tuesday May 4, 2021 at 10:00AM. The project includes replacement of the 3 sewage pumps and variable frequency drives, replacement of the grinder system, replacement of the flow meter, and check valve, and other related valve work. Three (3) bids were received and have been summarized below:

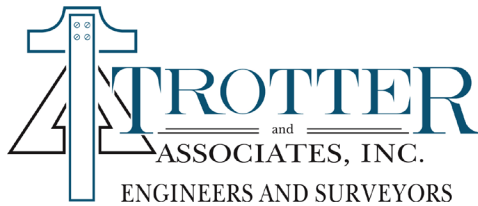
<i>Engineer's Estimate</i>	<i>\$516,080.00</i>
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Bids Received

Marc Kresmery Construction, LLC	\$474,150.00
Dahme Mechanical Industries, Inc.	\$494,888.00
Independent Mechanical Industries, Inc.	\$518,700.00

The bids were reviewed by Trotter & Associates, Inc. and recommends award to Marc Kresmery Construction, LLC, for the Woods Creek Pump Station Improvements Project. The low bid contains all the elements required within the bidding documents. The Water and Sewer Improvement Fund has sufficient funds for this project. The funds, in part, were paid by Pulte Homes, Inc. in the amount of \$459,855 as part of the Development Agreement conditions. Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this agreement with Marc Kresmery Construction, LLC on to the full Board of Trustees for approval in the amount of \$474,150.00.

The final Engineer's EOPC (estimate of probable cost) was \$516,000.00, however the original design study estimate was well below that at \$270,000. The attached memo describes how these estimates escalated as the project design team and staff collaborated on other operational issues and challenges that existed at this 20-year-old facility. Scott Trotter will be on hand at the meeting to answer any of the committee's questions on how these changes occurred throughout the design process.



May 05, 2021

President and Board of Trustees
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Subject: **Village of Algonquin Woods Creek Pump Station Improvements
Recommendation to Award**

Dear President and Trustees,

The Village of Algonquin advertised the above referenced project in accordance with local guidelines on April 14, 2021. The Village received bids until 10:00 a.m. on Tuesday, May 04, 2021. Three bids were received for the project and these bids were opened and read aloud at William J. Ganek Municipal Center. The following is a tabulation of the bids received:

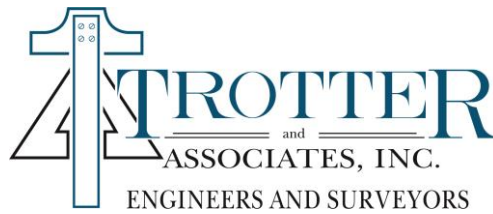
<u>Company</u>	<u>Base Bid Amount</u>
Marc Kresmery Construction LLC	\$474,150.00
Dahme Mechanical Industries, Inc.	\$494,888.00
Independent Mechanical Industries, Inc.	\$518,700.00

Marc Kresmery Construction LLC. of Elgin, Illinois was the apparent low bidder with a bid amount of \$474,150.00. We have reviewed the bidding documents and required certifications and confirmed that Marc Kresmery Construction LLC. has provided a complete bid package and has met all bidding requirements.

It is therefore our recommendation that the Village of Algonquin award the Woods Creek Pump Station Improvements construction contract to Marc Kresmery Construction LLC. for the bid amount of \$474,150.00. The Notice to Award form is enclosed to notify the Contractor that the bid is accepted. The Contractor will execute the Agreement and be required to furnish a performance bond, payment bond, and certificates of insurance at that time. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,

Terry M. Heitkamp, P.E.
Project Engineer



Memorandum

Date: June 8, 2020

To: Bob Mitchard, Village of Algonquin

From: Scott Trotter, PE

Subject: Woods Creek Pump Station Improvements – Project Cost Evaluation

The Village of Algonquin retained the professional services of Trotter and Associates, Inc. (TAI) in January 2020 to perform a wastewater pump station assessment of the Woods Creek Pump Station. The Village had been approached by a developer interested in the Terrace Hill golf course property within the Village's corporate limits. The intent of the assessment was to identify capacity requirements and necessary lift station upgrades. The assessment report was completed in April 2020 and distributed to Village Public Works staff. The engineer's opinion of the probable construction cost for the recommended improvements identified in the April 2020 Report was \$270,000.

The Village requested TAI's professional services for design engineering of the recommended improvements. While developing the scope of work for the Design Engineering Services contract the Village identified additional scope beyond what was recommended in the assessment report, namely modifications to the pump station bypass piping, concrete structures and associated site work. This additional scope added approximately \$27,000 to the project cost.

During design of the lift station upgrades additional scope was added to the project as follows:

1. The influent grinder cutter stack was to be rehabilitated under the original scope. The team determined that the existing grinder equipment had reached the end of its useful life and needed to be replaced completely. This change added approximately \$40,000 to the project cost.
2. The Village requested the existing in-line flow meter to be replaced. The Village would procure the new equipment and the contractor would be responsible for installation. This change added approximately \$8,000 to the project cost.
3. After in-depth discussion with the vendor for variable frequency drives it was determined that a harmonic filter would be added to the design due to the increase in VFD size. More refined costs for VFDs were acquired. This change added approximately \$85,000 to the project cost.
4. Costs of other items such as the General Conditions (Bonds, Insurance, Overhead and Profit, Contractor Supervision) and bypass pumping operations increased due to the overall project scope modifications. This change added approximately \$82,000 to the project cost.

At the completion of the design phase, the engineer's opinion of probable construction cost with the above added scope was \$516,000. The above accounts for the difference in the assessment report's project cost estimate and final design project cost estimate. The Village received bids May 4, 2021. The lowest bid was \$474,150 submitted by Marc Kresmery Construction LLC.

Village of Algonquin - Woods Creek Pump Station Rehabilitation				
Engineer's Opinion of Probable Construction Cost				
April 14, 2021				
				Total Probable Cost
SUMMARY				
GENERAL CONDITIONS				\$82,080
SITE WORK				\$39,000
PUMP STATION REHABILITATION				\$380,000
ELECTRICAL & CONTROLS				\$15,000
Construction Sub-Total				\$516,080
Contingency				\$0
PROBABLE PROJECT COST:				\$516,080
Description	Quantity	Unit	Unit Price	Total Cost
GENERAL CONDITIONS				
Supervision	6	MO	\$5,000	\$30,000
Bonds & Insurance (2%)	1	LS	\$8,680	\$8,680
Overhead & Profit (10%)	1	LS	\$43,400	\$43,400
TOTAL GENERAL CONDITIONS				\$82,080
SITE WORK				
Check Valve & Vault	1	LS	\$11,000	\$11,000
Valve Vault & Clean-Out Manhole Modification	1	LS	\$18,000	\$18,000
Restoration	1	LS	\$5,000	\$5,000
Traffic Control	1	LS	\$5,000	\$5,000
TOTAL SITE WORK				\$39,000
PUMP STATION REHABILITATION				
Bypass Pumping	1	LS	\$40,000	\$40,000
Process				
40 HP Pumps	3	EA	\$52,000	\$156,000
Pump Installation	3	EA	\$7,000	\$21,000
40 HP VFDs	3	EA	\$18,000	\$54,000
VFD Installation	3	EA	\$5,000	\$15,000
32-inch Grinder Cutter Stack	1	EA	\$40,000	\$40,000
Grinder Installation	1	EA	\$5,000	\$5,000
Flow Meter Installation	1	LS	\$4,000	\$4,000
Water Meter & Backflow Preventor Relocate	1	LS	\$8,000	\$8,000
Bypass Piping/Quick Connect	1	LS	\$2,000	\$2,000
Harmonic Filter	1	LS	\$35,000	\$35,000
TOTAL PUMP STATION REHABILITATION				\$380,000
ELECTRICAL & CONTROLS				
Conduit, Wiring, Labor	1	LS	\$15,000	\$15,000
TOTAL ELECTRICAL & CONTROLS				\$15,000

APPENDIX E – WOODS CREEK LIFT STATION UPGRADES COST ESTIMATE

Village of Algonquin				
Woods Creek Lift Station Rehabilitation				
Description				Total Probable Cost
SUMMARY				
GENERAL CONDITIONS				\$29,660
LIFT STATION DEMOLITION				\$15,000
LIFT STATION REHABILITATION				\$181,500
ELECTRICAL & CONTROLS				\$9,000
Construction Sub-Total				\$235,160
Contingency @ 15%				\$35,300
PROBABLE PROJECT COST:				\$270,460
Description	Quantity	Unit	Unit Price	Total Probable Cost
GENERAL CONDITIONS				
Supervision	1	MO	\$5,000	\$5,000
Bonds & Insurance (2%)	1	LS	\$4,110	\$4,110
Overhead & Profit (10%)	1	LS	\$20,550	\$20,550
TOTAL GENERAL CONDITIONS				\$29,660
LIFT STATION DEMOLITION				
Demolition - Gen, Electric, Pumps, etc.	1	LS	\$15,000	\$15,000
TOTAL LIFT STATION DEMOLITION				\$15,000
LIFT STATION REHABILITATION				
Bypass Pumping	1	LS	\$10,000	\$10,000
Process				
40 HP Pumps	3	Each	\$45,000	\$135,000
Pump Installation	3	Each	\$5,000	\$15,000
40 HP VFDs	3	Each	\$4,000	\$12,000
VFD Installation	3	Each	\$2,000	\$6,000
24-inch Grinder Cutter Stack	1	Each	\$2,000	\$2,000
Grinder Installation	1	Each	\$1,500	\$1,500
TOTAL LIFT STATION REHABILITATION				\$181,500
ELECTRICAL & CONTROLS				
Conduit, Wiring, Labor	1	L.S.	\$9,000	\$9,000
TOTAL ELECTRICAL & CONTROLS				\$9,000

