

AGENDA  
COMMITTEE OF THE WHOLE  
May 14, 2019  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
  - A. Consider the Following Special Events:
    1. Algonquin Trails Swim Team Invitational, June 22, 2019
    2. Clarendale Car Show, June 30, 2019
    3. Lions Club Bags Tournament, August 18, 2019
    4. Founders Days, July 25-28, 2019
  - B. Consider an Agreement with Nortillo Consulting Group for Teresa Nortillo's Services
4. **General Administration**
  - A. Consider a Site Lease Agreement with Verizon at the Jacobs Water Tower
  - B. Consider an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, Amending the Number of Available Class F Liquor Licenses
5. **Public Works & Safety**
  - A. Consider an Agreement with Precision Pavement Marking for Paint Pavement Marking Project
  - B. Consider an Agreement with Superior Road Striping for the Thermoplastic Pavement Marking Project
  - C. Consider a Resolution for the Purchase of Salt, De-Icing Liquid, Contracted Maintenance Items of Concrete (sidewalk, driveway apron, curb) Removal and Replacement, Asphalt Bike Path Repair, Pavement Marking, Street Sweeping, Storm Sewer Cleaning, and Street Light Maintenance for 2019
  - D. Consider an Agreement with Schroeder & Schroeder for the Concrete Curb, Sidewalk and Driveway Removal and Replacement Project
  - E. Consider an Agreement with Christopher Burke Engineering for the Sleepy Hollow Road Rehabilitation Inspection Services
  - F. Consider an Agreement with Copenhaver Construction for the Sleepy Hollow Roadway Rehabilitation Construction Project
  - G. Consider an Agreement with Christopher Burke Engineering for the Phase 1 Design Engineering Services for the Downtown Streetscape Stage 3 – Harrison St Bridge & Crystal Creek Riverwalk
  - H. Consider an Agreement with Engineering Enterprises, Inc. for the Civil Engineering Phase 1 Design Services for the Pressure Reducing Valve Station Replacement Project Year 2
  - I. Consider an Agreement with SCK Construction for the Crack and Sealing Project
6. **Executive Session**
7. **Other Business**
8. **Adjournment**





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

**– M E M O R A N D U M –**

DATE: May 9, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Upcoming Special Events*

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The following special event applications are presented for consideration:

1. Algonquin Trails Swim Team Invitational, June 22, 2019;
2. Clarendale Car Show, June 30, 2019;
3. Lions Club Bags Tournament, August 18, 2019;
4. Founders Days, July 25-28, 2019

**Algonquin Trails Swim Team Invitational:** The Algonquin Trails Swim Team is holding their annual Invitational tournament on Saturday, June 22, at Armstrong Lions Municipal Pool. The Lions Club is doing the food tent, and the application and supporting materials are in order. The Trails Swim Team is also asking permission for the ability to provide service by food trucks at their other home swim meets of May 30, June 4, June 18 and July 2. If Board permission is granted, Staff will work with the Team to coordinate details to implement the food truck idea, which would primarily include provisions for power and water, as well as approval by the McHenry County Health Department and possibly permission by District 300 for use of their property.

This is an annual event and Staff have never had any issues with the Team or its events. Concurrence to move this forward for Board approval is recommended. If the Committee concurs, the Board could approve this event for multiple (say four) additional forthcoming years (5 years in total) without further Board action.

**Clarendale Car Show:** This will be the second year that Clarendale held this car show, which is coordinated by BGV Motorsports, a well-seasoned car show coordinator. The cars are lined up within Clarendale's parking lot, and traffic control is provided by Lake in the Hills PD (Algonquin Road is LITH jurisdiction adjacent to Clarendale). The application is complete and the supporting materials are in order. The event is completely held on private property owned by Clarendale. They are proposing a DJ with a sound system from 10 am to 3 pm.

This is an annual event with a well-respected coordinator, and Staff has not had any issues with this event. Concurrence to move this forward for Board approval is recommended. If the Committee concurs, the Board could approve this event for four additional forthcoming years without further Board action.



**Lions Club Bags Tournament:** The Lions Club is again planning their bean bag tournament at Buffalo Wild Wings for August 17 (rain date August 18). This event is held completely on BWW property, with a portion of the parking lot roped off for the tournament, and access through the restaurant, security will be provided at all times. The Lions and BWW are asking permission to serve liquor in the expanded area as well, as has been done multiple years in the past.

This event is well-run and has never been an issue. Concurrence to move this forward for Board approval is recommended. Because of the expanded liquor area associated with this event, a multiple-year approval is not recommended.

**Founders Days:** The Founders Committee is planning Founders Days for July 25-28. Expanded hours are proposed until 10 pm on Sunday night in order to include the fireworks display at Spella Park on Sunday evening.

Liquor serving hours are consistent with the previous year's events with the exception of Sunday, July 28. The requested serving hours are as listed:

- July 25, 2019      5:00 p.m. - 9:30 p.m.
- July 26, 2019      5:00 p.m. - 10:30 p.m.
- July 27, 2019      2:00 p.m. – 10:30 p.m.
- July 28, 2019      11:00 a.m. – 9:00 p.m.

The Founders Parade is still proposed to be downtown on Main Street, which may be problematic with the ongoing extensive construction projects, but Staff will coordinate details with the Founders Days Committee as the event gets closer.

The application is still missing general and liquor liability insurance, which is in-process for renewal and will be provided prior to the event. Otherwise, the application and details are moving ahead in order as with any other year; carnival workers will be reviewed by Police Department and other details will be finalized as the event draws closer.

Concurrence to move this forward for Board approval is recommended. Due to the scale of the event and liquor, a carnival, parade, fireworks and other factors, a multiple-year approval is not recommended.





Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

RECEIVED  
APR 03 2019  
COMMUNITY  
DEVELOPMENT

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 dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Trails Swim Team Invitational

**Sponsoring Organization:**

Name: Trails Swim Team Contact Name: Jennifer Johnson  
Address: PO Box 7752  
City, State, ZIP: Algonquin IL 60102  
Phone: [REDACTED] Email: vicepresident@trailsswimteam.org

**Event Coordinator:**

Name: Jennifer Johnson  
Home Address: [REDACTED]  
City, State, ZIP: Algonquin IL 60102  
Phone: [REDACTED] Email: vicepresident@trailsswimteam.org

**Event Information:**

Describe the Nature of the Event: Invitational swim meet where we host 8-10 teams with approximately 500 swimmers and their families- an all day event

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

Event Address: Lions Armstrong Memorial Pool

Date(s) and Time(s) of the Event: Saturday June 22, 2019

Rain Date(s), if applicable: 6/23/19

Set-Up Date/Time: 6-9 pm Friday 6/21/19

Maximum Number of Attendees/Participants Expected: \_\_\_\_\_

Admission Fee: Yes ☒ No ☐ If Yes, list fee(s) to be charged: \$3 per session / \$5 all day

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

to support operational costs of the team end of year banquet



Event Website: trails-swimteam.org

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan:         

Security guard overnight 10/20/19

Ken Nowilkowski [REDACTED]

Village Police / Pool Staff during daytime

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 in adjacent lots

of AMS and Eastview Elementary - permission from

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

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

We are going to request an officer to drop in a time or two throughout the day.

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

Are you wishing to post temporary sign(s) announcing the event? Yes          No ☒ If Yes, please describe desired size, location and date(s) that the signage will be displayed:         

Do you wish to serve alcoholic beverages? Yes          No ☒

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

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes ☒ No         

If Yes, please describe type, band name(s), and hours of performance and if there will be a stage:         

PA System for music and announcements throughout event of swimmers names/events



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.):

Waste removal and recycling removal one day prior so  
may accomodate large volume from event - Extra cans for  
recycle and garbage, mowing lawn reduces bugs, etc for  
those in grass  
area setup.

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

Name of on-site contact during the event (please print): Sara Mason

On-site contact's cell number:                     

On-site contact's work number:                     

On-site contact's home number:                     

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the 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.

Jennifer Johnson  
Signature of Applicant

4/1/19  
Date

Jennifer Johnson  
Printed Name of Applicant

We are requesting permission to  
have food trucks at our home  
swim meets on 5/30, 6/4, 6/18, 7/2,

Jennifer Johnson  
Jennifer Johnson  
Vice President

4/1/19



## Indemnification, Waiver and Release

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

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

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

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

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

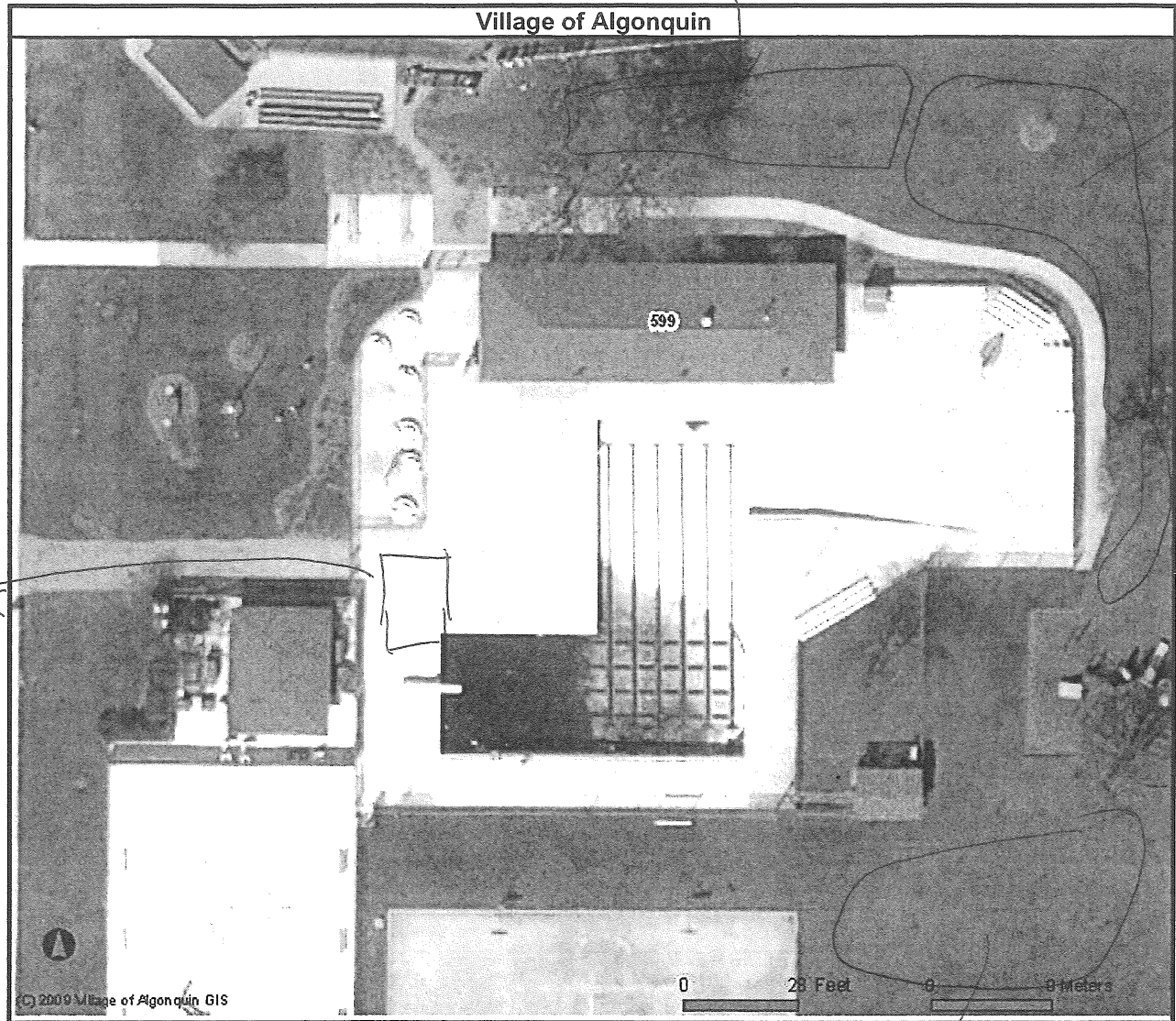
Permittee/  
Licensee: \_\_\_\_\_

Circle all  
that apply:      Applicant   Sponsor   Organizer   Promoter

By:      Jennifer Johnson  
         [Print] \_\_\_\_\_  
         [Signature] [Signature]

Date:      4/11/19



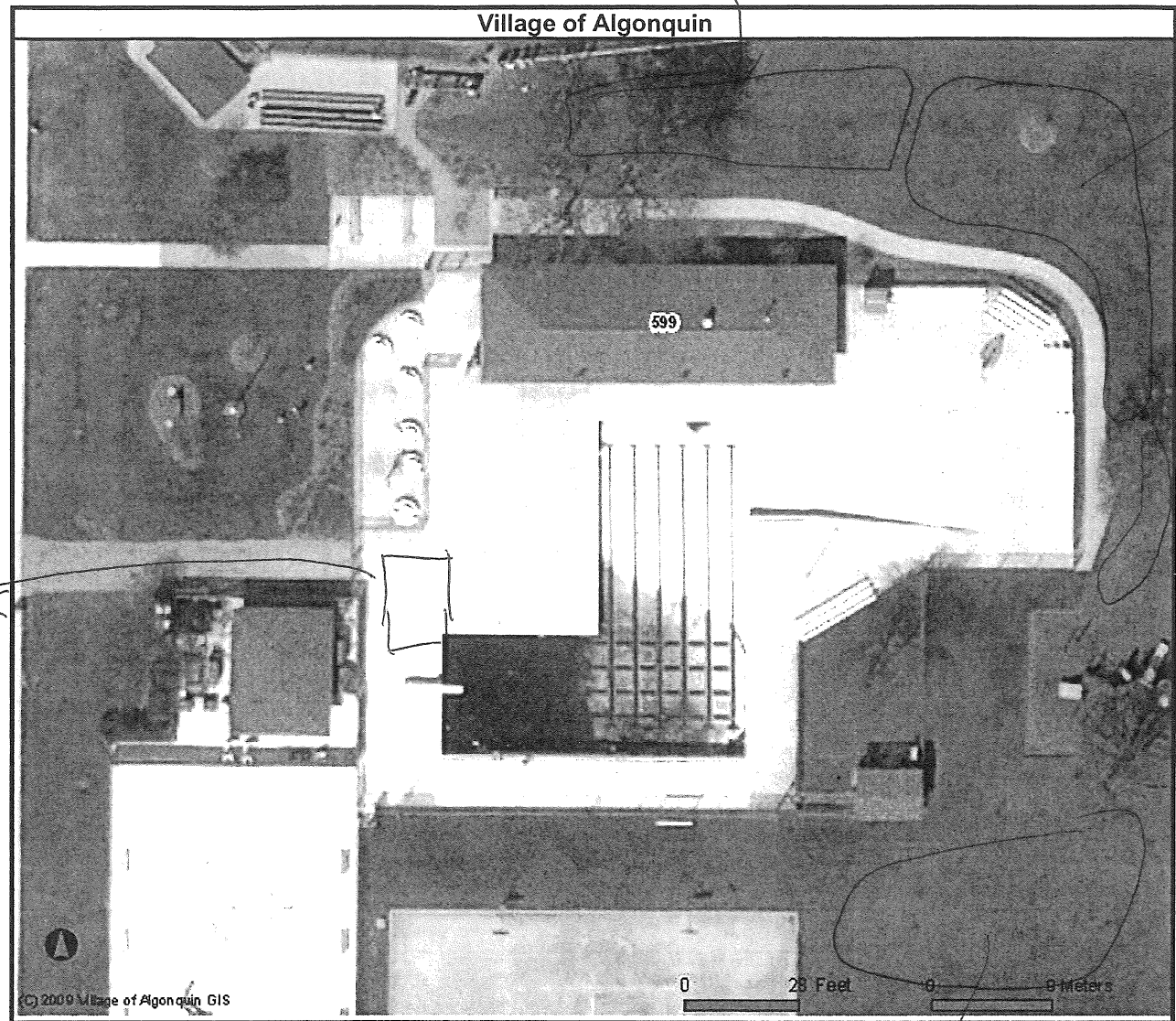


Event Site Diagram

swimmer + family seating

Splashpad area:  
Coaches  
Hospitality  
Area





Event Site Diagram

Splashpad area:  
Coaches  
Hospitality  
Area





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 [dlacalamita@algonquin.org](mailto:dlacalamita@algonquin.org)) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Car, Truck & Motorcycle Show

**Sponsoring Organization:**

Name: Clarendale of Algonquin Contact Name: Colleen Straka  
Address: 2001 W. Algonquin Road  
City, State, ZIP: Algonquin, IL 60102  
Phone: 847-458-6800 Email: strakacolleen@clarendaleofalgonquin.com

**Event Coordinator:**

Name: Maureen Jacobsen & Colleen Straka  
Home Address: 2001 w. Algonquin Road  
City, State, ZIP: Algonquin, IL 60102  
Phone: [REDACTED] Email: strakacolleen@clarendaleofalgonquin.com

**Event Information:**

Describe the Nature of the Event: BGV Motorsports will organize the event benefiting the Alzheimer's Association.  
Second Annual Car/Truck/Motorcycle Show

New Event ☐ Repeat Event ☒ If repeat, will anything be different this year? NO

Event Address: 2001 W. Algonquin Road, Algonquin 60102

Date(s) and Time(s) of the Event: Sunday, June 30th 10 am - 3 PM

Rain Date(s), if applicable: TBD

Set-Up Date/Time: Saturday during the day and finishing Sunday morning

Maximum Number of Attendees/Participants Expected: 200-300

Admission Fee: Yes ☒ No ☐ If Yes, list fee(s) to be charged: \$15 entry fee for vehicles only participating

How will the revenue be used (include donations to non-profit or charitable organizations): 100% of the proceeds  
will be donated to the Alzheimer's Association.



Event Website: www.clarendaleofalgonquin.com and www.BGVMotorsports.com

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan:  
All staff on deck Clarendale of Algonquin will have all team members working the event and will be assigned specific duties through out the show.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: We are hiring the LITH police department to direct traffic, BGV Motorsports to direct parking

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?  
We requested LITH for traffic control in front of community

Do you want a fire truck or ambulance present? Yes X No \_\_\_\_\_ If Yes, for what hours and to perform what function? 12-2

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: 120 X 60 in the lawn on the South side of the street.

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: \_\_\_\_\_

DJ is provided by BGV Motorsports between 10 and 3 pm



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.): yes, we will have portapotties, and

handwashing stations.

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): Colleen Straka Maureen Jacobsen

On-site contact's cell number: \_\_\_\_\_

On-site contact's work number: 847.458.6800

On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the 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.

Colleen A Straka  
Signature of Applicant

\_\_\_\_\_  
Date

Colleen A Straka  
Printed Name of Applicant



## **Indemnification, Waiver and Release**

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

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

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

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

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

Permittee/  
Licensee: \_\_\_\_\_

Circle all  
that apply:      Applicant   Sponsor   Organizer   Promoter

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

Colleen Straka

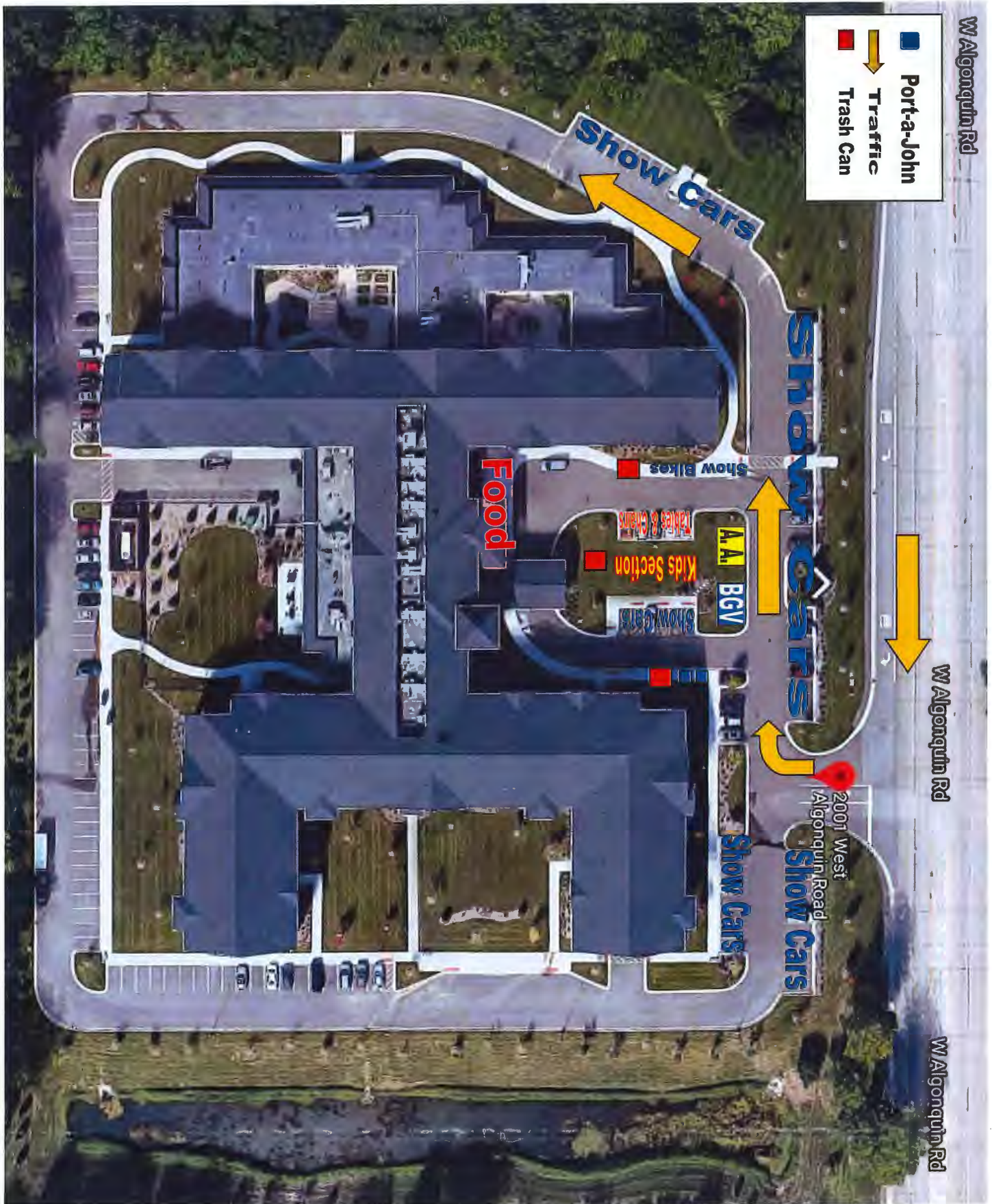
[Print]

[Signature]

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



# Clarendale of Algonquin 2019







RECEIVED

APR 10 2019

COMMUNITY  
DEVELOPMENTSpecial Event Permit Number \_\_\_\_\_  
Application \_\_\_\_\_**VILLAGE OF ALGONQUIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event Buffalo Wild Wings Property 461 S. Randall Rd. (Annual Algonquin Lions Club Bags Tournament)  
Name of Applicant Tournament Lions Club of Algonquin - Chairman John Cygan Phone [REDACTED]  
Address P.O. Box 7493, Algonquin, IL 60102PROPERTY OWNERS SIGNATURE OF PERMISSION [Signature]  
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Layout and Tourney information attached

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector Not Applicable Phone \_\_\_\_\_  
Address \_\_\_\_\_

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

[Signature]  
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3)  
Fax 84 7-658-2631

SEASONAL EVENT FEE \_\_\_\_\_  
ELECTRIC FEE \_\_\_\_\_  
TOTAL PERMIT FEE \_\_\_\_\_  
DATE ISSUED \_\_\_\_\_  
TEMPORARY PERMIT EXPIRES ON \_\_\_\_\_\_\_\_\_\_  
Building Commissioner



**Attach to Permit Application**

Information/layout is attached. Saturday August 17, 2018 (Rain Date August 18) - Set up in morning of event, clean up immediately after event.. Please note: The patio and playing area will be completely fenced in.. There will be an IN and OUT emergency gate with manned security provided at all times on the patio area.. All electrical service is provided by the Buffalo wild wings building



LIFE TIME  
FITNESS

"BACKUP PARKING"  
CARRIAGE BUSINESS  
PROPERTIES

NO PARKING SIGNS ON ONE SIDE  
ROLLS DRIVE

PANIERA  
BREAD

PARKING LOT

ALGONQUIN LIONS  
BUFFALO WILD WING  
BEAN BAG TOURNAMENT

PARKING  
LOT

GRASSY  
OPEN  
LOT

← NORTH

BUFFALO  
WILD  
WINGS

PATIO

PARKING  
LOT

RED  
ROBIN

LIONS  
HEARING AD  
BUS

BEAN BAG BOARDS

FENCING 95 FT.

FENCING 46 FT.  
50 FT.

FENCING 29  
15 FT.

ALGONQUIN  
STATE BANK

LANDSCAPED AREA

RANDALL ROAD

HUNTINGTON DRIVE

JERRY G



**VILLAGE OF ALGONQUIN**  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION CHECKLIST**



A license is required for all public events. This applies to both for profit and not-for-profit organizations, and includes but is not limited to outdoor exhibitions, shows, carnivals, circuses, concerts, and musical performances. The application packet must be completed in its entirety and submitted at least forty-five (45) calendar days before the Public Event to the Village of Algonquin, Community Development Department, 2200 Harnish Drive, Algonquin, IL 60102.

- All public event requests require a permit from the Village of Algonquin.
- The Village may place conditions on the public event as deemed appropriate to protect the health, safety, and welfare of the public.
- The Village Manager or his/her designee may revoke a public event/entertainment license or a carnival worker permit at any time and demand immediate cessation of the event based upon violations of this code, on-premise criminal acts by the event employees or when the event presents an endangerment to public safety.
- Police officers and all other Village officials shall have free access to the grounds and all booths, shows, and concessions on such grounds at all times to ensure that the event is in compliance with this code.

The Public Event Permit Application must include the following:

- ☐ Completed Public Event/Entertainment License Permit Application Form
- ☐ Application fee made payable to the Village of Algonquin in the amount of \$50 for each day the public event will run
  - or: ☐ Submit proof of not-for-profit status
- ☐ Site approval if needed:
  1. ☐ Letter of consent from the property owner or;
  2. ☐ Letter to the Village Board requesting the use of public property
- ☐ Site plan showing the layout of the event
- ☐ Minimum Insurance Requirements - **See pages 4 and 5 for requirements.** (Proof of insurance shall be filed no less than 30 days prior to the event or the event shall be subject to cancellation.)
- ☐ Electrical Building Permit Application with a copy of the contractor's electrical license and a detailed drawing that includes the source of power and circuitry
- ☐ McHenry and/or Kane County Temporary Food Service permit, if applicable (Copy of approval to be provided to Village within 5 days after event.)
- ☐ Will liquor be served at this event? ☐ Yes ☐ No
  - If yes, then the appropriate liquor permit from the Liquor Commissioner must be applied for.
- ☐ Will a raffle be conducted as part of this event? ☐ Yes ☐ No
  - If yes, then the appropriate raffle permit from the Village Clerk must be applied for to the start of the event. (Such permit is limited to Algonquin-based, non-profit organizations only.)



In addition to the above, carnivals and circuses are subject to the following requirements:

- The event shall not exceed 10 days.
- The event shall not be located in or directly adjacent to any developed residential area, with the exception that it may be on church, school, or public park property even if located next to residential property.
- The event must be operated or sponsored by an Algonquin-based, non-profit organization.
- No location may host more than one carnival/circus per year.
- List of all employees who will work on the premises of the public event, including their legal name, date of birth, home address, and social security number.
- All carnival/circus employees must complete a background check with the Algonquin Police Department. The carnival operator must provide a list of employees to the Police Department upon application. Each employee must visit the Algonquin Police Department to undergo the background check at least two weeks prior to the event. Employees may stop by the Department, located at 2200 Harnish Drive, any time between 8:00 a.m. and 7:00 p.m., any day of the week. No person will be allowed to work on the public event site if he/she:
  - is a registered sex offender, as defined in the Sex Offender Registration Act (730 ILCS 150/1.1 et seq); or
  - has been convicted of any offense set forth in Article 9 or 11 of the Criminal Code of 1961; or
  - has been convicted of a felony in the past five years; or
  - has been convicted of any other crime involving moral turpitude or violence; or
  - is identified as a known gang member in the Illinois State Police LEADS system.
- Fee paid for background check. (\$500, plus \$50 per employee)
- Copy of Illinois Department of Labor amusement ride permit.
- Completed Village of Algonquin Carnival Operator Questionnaire (see attached page 3).
- Approval received from Police Chief for employees to maintain on the premises overnight, if applicable.



Village of Algonquin  
**CARNIVAL OPERATOR QUESTIONNAIRE**

Please complete all questions and describe or add additional information if appropriate.

1. Does the carnival operator conduct pre-employment or random drug screening of carnival employees?

☐yes ☐no

2. Does the carnival operator check the US Department of Justice Sex Offender Registry website prior to hiring an employee?

☐yes ☐no

3. Does the carnival operator maintain maintenance and repair records for the past eighteen (18) months?

☐yes ☐no

May we inspect these records on site?

☐yes ☐no

4. Does each ride have (at the ride location) the appropriate maintenance and operational manual and user's guides as specified by the manufacturer?

☐yes ☐no

5. Will you have State inspector and/or third party inspector's reports and records on site and available for inspection?

☐yes ☐no

6. Are your procedures in compliance with ASTM F-24 rules, regulations, and standards?

☐yes ☐no

7. Are you in compliance with the Illinois Carnival and Amusement Rides Safety Act?

☐yes ☐no

8. Are you requesting to have carnival/circus employees live, sleep, or otherwise remain on the event premises overnight?

☐yes ☐no

The Village of Algonquin will evaluate the answers to the above questions to determine whether or not a public event license will be issued.



## **Village of Algonquin Public Event Insurance Requirements**

An indemnification and hold harmless agreement signed by the public event licensee in favor of the Village and proof of the following insurance:

1. All public events permits shall be supported by evidence of insurance coverage for the terms of the permit. 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 of this Section. All policies of insurance are (1) subject to Village approval of the insurance company, form, and coverage; (2) must be primary to and non-contributory with all other insurance and self-insurance maintained by the Village; and (3) must protect the Village from any and all claims and risks in connection with the permitted activity.

**2. Minimum Insurance Requirements:**

A. Commercial General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, and property damage, and two million dollars (\$2,000,000) in the aggregate. Coverage shall be written on an industry standard form no more restrictive than the ISO CG 00 01 1001. This requirement applies to every permit application submitted for approval.

b. Liquor Liability (Dram Shop): One million dollars (\$1,000,000) per occurrence for bodily injury, and property damage, and two million dollars (\$2,000,000) aggregate. This requirement applies when alcohol is being sold or consumed on private or public property.

c. Business Automobile Liability: One million dollars (\$1,000,000) combined single-limit per accident for bodily injury and property damage. Coverage shall be written on an industry standard form no more restrictive than the ISO CA 00 01. This requirement applies when a sponsor, organizer, or vendor is using vehicles as part of the event set-up, take down or being operated in relation to the event.

d. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and employers' liability limits of five hundred thousand dollars (\$500,000) per accident. This requirement only applies when a sponsor is using employees (not subcontractors or vendors) as part of the event set-up, take down or working in relation to the event.

3. Additional Insured Coverage: All insurance policies of event sponsors, coordinators, organizers, and vendors must be endorsed to name the Village as an "Additional Insured" on an industry form no more restrictive than the ISO forms CG 20 26 (CGL) and CA 20 48 (business auto liability) and shall provide for primary and non-contributory coverage limits. A copy of all additional insured endorsements must be supplied with the permit application.



**Village of Algonquin**  
**Public Event Insurance Requirements**  
**(Continued)**

**4. Certificate of Insurance:** Certificates of insurance evidencing the insurance coverage required for sponsors, organizers, coordinators, and vendors must be supplied with the permit application.

Insurance certificates must be on Acord 25 form, and must include the following language: “The Village of Algonquin is, and has been, endorsed as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability coverage of the [EVENT NAME] on [DATE OF EVENT] taking place at [EVENT LOCATION].”

**5.** With reasonable notice to the sponsors and event organizers, the Village reserves the right to require insurance of the event sponsors, organizers, and vendors other than that specifically provided herein, and to change the minimum acceptable limits of liability based on the Village’s determination, in its sole discretion, that the risk presented by the public event warrants such changes. The Village does not warrant or represent that the specified insurance is adequate to protect the interests or liabilities of the sponsor, organizer, or vendors.

**6.** All insurance documents must be submitted not less than 30 days prior to the event. A public event permit cannot be issued without approved insurance.



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 dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** 59th Annual Algonquin Founders' Days Festival and Parade

**Sponsoring Organization:**

Name: Algonquin Founders' Days Inc. Contact Name: Daniel Barton  
Address: \_\_\_\_\_  
City, State, ZIP: Algonquin, IL 60102  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Event Coordinator:**

Name: Daniel Barton  
Home Address: \_\_\_\_\_  
City, State, ZIP: Algonquin, IL 60102  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_@comcast.net

**Event Information:**

Describe the Nature of the Event: Local community festival with a stage, live bands, social garden, carnival, food vendors childrens games, car show, fireworks show, and other social activities.

New Event \_\_\_\_\_ Repeat Event Yes If repeat, will anything be different this year? \_\_\_\_\_

Everything will be the same.

Site Address: Spella Park

Date(s) and Time(s) of the Event: \_\_\_\_\_

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: Tuesday 10:00 a.m.

Maximum Number of Attendees/Participants Expected: 10000 per day

Admission Fee: Yes ☒ No \_\_\_\_\_ If Yes, list fee(s) to be charged: \$5 gate fee everyday

How will the revenue be used (include donations to non-profit or charitable organizations): The funds go to supporting the Festival for next year.



Event Website: algonquinfundersdays.com

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Algonquin Founders' Days Inc. Volunteers

Ryan Seick Vice President  
@gmail.com

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Algonquin Founders' Days has secured parking in the JcPenny parking lot. We have also applied for parking at Jacobs H.S. and have secured parking at the Target parking lot. We will be discussing handicap parking at the library.

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

We will need Main Street closed for the parade.  
Any closures to the discretion of the Algonquin Police Department.

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

To assist however they believe is necessary

Do you want a fire truck or ambulance present? Yes ☒ No ☐ If Yes, for what hours and to perform what function? To assist however they believe is necessary

Are you wishing to post temporary sign(s) announcing the event? Yes ☒ No ☐ If Yes, please describe desired size, location and date(s) that the signage will be displayed:

We will work close in hand with the village but will use the typical Algonquin Founders' Days Inc, locations.

Do you wish to serve alcoholic beverages? Yes ☒ No ☐

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

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

Please see the attached schedule. The entertainment is the same as the Algonquin Founders' Days Festival line up.



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.): Founders' will use portable toilets and hand washing stations, electricity, and tents We will use dumpsters and volunteers for clean up.

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

Name of on-site contact during the event (please print): Dan Barton  
On-site contact's cell number:                       
On-site contact's work number: Same  
On-site contact's home number: Same

**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.

Dan Barton  
Signature of Applicant

\_\_\_\_\_  
Date

Dan Barton  
Printed Name of Applicant



## **APPLICATION FOR "EVENT" LIQUOR PERMIT**

TO: The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: Algonquin Founder's Days Inc.
2. The address of the applicant is: P.O. Box 101  
Algonquin, IL.  
60102
3. The name and address of officer or agent for the applicant is: Daniel Barton  
[REDACTED]  
Algonquin, IL. 60102
4. A. The applicant is presently: (Complete all applicable parts)
  - (1) Class      Licensee in the Village; License No.
  - (2) Nonprofit organization, registered with the State of Illinois
  - (3) Other type of organization: Please specify                       
(i.e., Fraternal, Educational, Civic, Political, Religious)
  - (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization

\_\_\_\_\_

B. The description and location of premises or place of business which is to be operated under the proposed permit:                       
Algonquin Founders Days Festival Ground at Spella Park  
                    

C. The date(s) and hours of operation requested under the proposed permit are:  
July 25th 5 pm - 9:30 pm July 27th 2 pm - 10:30 pm  
July 26th 5 pm - 10:30 pm July 28th 11:00 pm - 9:00 pm

The number of days shall not exceed what is presently allowed by ordinance.

5. BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person



shall be present at the point of liquor sales at all times for the duration of the event.  
Person holding the BASSETT Certificate: Daniel Barton

Photocopies of a valid certificate of completion of a BASSETT program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
  - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

"Host Insurance" shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of:  
\$ \_\_\_\_\_, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

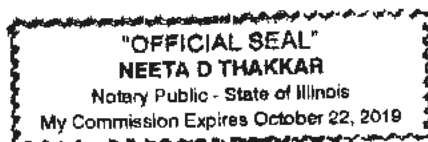
Applicant: Daniel Barton  
Signed By: [Signature]  
Officer or Agent: \_\_\_\_\_  
Daytime Phone: [Redacted]  
Extension: \_\_\_\_\_

Subscribed and Sworn to before me this 29 day of April, 2019

[Signature]  
(Notary Public)

My Commission expires October 22<sup>nd</sup>, 2019

SEAL





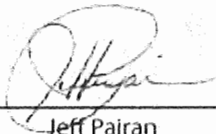
# Certificate of Completion

**American  
Safety Council**

DAN BARTON

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 4/22/2019

from the American Safety Council.



Jeff Pairan



PATH FROM  
NEIGHBORHOOD

CARNIVAL

CARNIVAL

400FT.

CARNIVAL

CARNIVAL

CARNIVAL

CARNIVAL

CARNIVAL

CARNIVAL

BLOW-OUT  
GATE C

GATE B

PATH TO GATE A

ALL FIST VENDOR TENTS

ACTIVITIES TENT  
30X30

MAIN FOOD TENT  
30X60

FOOD VENDORS

BLOW-OUT  
GATE B

SOUND TENT  
20X30

VIP STAGE

VIP GARDEN

BEER TENT  
20X30

BEER TRUCK

FOUNDERS RX

POP &  
WATER

CHICKEN / WINGS  
INFO  
20X30

FM

CARNIVAL / FM  
ENTRANCE

GATE A

BLOW-OUT  
GATE

SHUTTLE DROP  
OFF

DUMPSTERS





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

**– M E M O R A N D U M –**

DATE: May 9, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Nortillo Consulting Contract 2019*

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In May, 2018 the Village entered into a contract with GovTemps to provide Teresa Nortillo as a part time economic development specialist. That contract expires in May of 2019, and Nortillo has asked that we contract directly with her, at a rate of \$55 per hour, instead of through GovTemps at a rate of \$63 per hour.

The advantage of contracting directly with Nortillo is that the Village will see a cost savings of \$8.00 per hour over the GovTemps contract rate, with no change in the working hours or expected performance.

Nortillo is very knowledgeable, is playing a critical role in the Village's economic development efforts and continues to perform at a high level of service.

Concurrence to move this forward for Board approval is recommended.





## CONSULTANT AGREEMENT

This Consultant Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of May, 2019 (the “Effective Date”) by and between the village of Algonquin with its principal place of business located at 2200 Harnish Drive, Algonquin IL 60102 (the “Village”) and Nortillo Consulting Group with its principal place of business located at [REDACTED] (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, the Village provides local government administration and services;

WHEREAS, the Consultant has expertise in the area of economic development services;

WHEREAS, the Village desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Village;

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Engagement and Services

(a) Engagement. The Village hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the “Services”), and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Village shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

Consultant shall at all times have sole control over the manner, means and methods of performing the services contemplated by this Agreement. In addition, Consultant acknowledges and agrees that it is solely responsible for its actions and the actions of its employees/agents in performing the contracted services. Consultant agrees that any suit, claims, damages, fines, fees and costs filed against it or its employees which may result from the services outlined in this Agreement will not be covered by the Village

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant’s own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Village that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.



## **2. Consultant Period**

(a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultant Period").

(b) Termination. This Agreement may be terminated by the Village, without cause and without liability, by giving thirty (30) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving seven (7) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include:

- (i) any violation of the terms of Articles 1 (d), ,
- (ii) any other breach that a Party has failed to cure within thirty (30) calendar days after receipt of written notice by the other Party,
- (iii) the death or physical or mental incapability of or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services,
- (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

## **3. Consultant Fee and Expenses**

(a) Consultant Fee. In consideration of the Services to be rendered hereunder, the Village shall pay Consultant a consultant fee of fifty-five dollars (\$55) for each hour of Services provided to the Village payable bi-weekly as outlined in (c), below (the "Consultant Fee").

(b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Village.

(c) Payment. The Consultant shall submit to the Village a bi-weekly invoice detailing the Services performed during the preceding week and the amount due. All such invoices shall be due and payable within fifteen (15) calendar days after receipt thereof by the Village.

## **4. Work Product and License**

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to Village all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Village and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of Village, to promptly sign, execute, make and do all such deeds, documents, acts and things as Village may reasonably require or desire to perfect



Village's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the Village's prior written consent. All Work Product shall be promptly communicated to Village.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Village is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Village deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

## **5. Confidential Information**

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Village's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Village either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Village and was not acquired by the Consultant from the Village under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Village, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Village.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Village, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Village's earlier request, Consultant will deliver to Village all of Village's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.



**6. Interference with Business**

- (a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Village without obtaining the prior written consent of the Village.
- (b) Non-Solicitation. Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:
- (i) divert or attempt to divert from the Village any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
  - (ii) employ, solicit for employment, or recommend for employment any person employed by the Village, during the Consultant Period and for a period of one (1) year thereafter.

**7. Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Village. The Consultant shall have no right to receive any employee benefits provided by the Village to its employees. Consultant agrees to pay all taxes due in respect of the Consultant Fee and to indemnify the Village in respect of any obligation that may be imposed on the Village to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Village as its agent or to make commitments on behalf of the Village.

**8. Indemnification**

Consultant, its successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns, for any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including reasonable attorneys fees) as a result of any actions, activities or failure to act by Consultant, its employees, officers, agents and independent contractors arising from or in connection with any work directly or indirectly arising out of this Agreement excepting those negligent acts or omissions of the Village. The indemnification herein contained is not intended to circumvent or otherwise limit any provisions set forth in the Local Government and Governmental Employee's Tort Immunity Act

**9. Insurance**

Consultant shall obtain general professional/commercial liability insurance and automobile and commercial automobile liability insurance. The policy limits shall not be less than \$1,000,000 per occurrence or other amount satisfactory to the Village. Consultant shall obtain an endorsement showing the Village as an additional insured on the above stated policies and shall submit said endorsement to the Village prior to the commencement of the work to be performed pursuant to this Agreement. Such policies shall provide that they may not be cancelled except upon 30 days' prior written notice to the Village.

**10. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.



The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of ninety-days (90) calendar days, either Party shall have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

**11. Assignment**

The Services to be performed by Consultant hereunder are personal in nature, and Village has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Village's prior written consent. Nothing in this Agreement shall prevent the assignment by the Village of this Agreement or any right, duty or obligation hereunder to any third party.

**12. Injunctive Relief**

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the Village for which money damages would be inadequate. Therefore, the Village will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

**13. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction. Venue of a cause of action arising from or in connection with this Agreement shall be in McHenry County, Illinois

**14. General**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.



Signed for and on behalf of  
Village of Algonquin

By:  
Name:  
Title:

Signed for and on behalf of  
Teresa A. Nortillo  
President/CEO  
Nortillo Consulting Group

By:  
Name:  
Title:



## Exhibit A

### Scope of Services

The consultant will answer to the Community Development Director, and will work on behalf of the Village to identify the growing and emerging industry, office and retail sectors and attract businesses that have the greatest potential in Algonquin, or that fulfill an unmet need in the market.

All work will be performed in close conjunction with the CD Director and other Village staff. Responsibilities of the consultant will include, but are not necessarily limited to, the following:

#### **Market the Algonquin Corporate Campus**

Primary Goal: Identify and attract investors, users and/or businesses desirable to the area in accordance with the vision of the Village, including but not limited to:

- Coordinate property listing and availability information for marketing and distribution, including MCEDC “Shovel Ready Sites” and Location One
- Coordinate with CD Director, other Village Staff, utility providers, and DCEO on responses to Site and/or RFI Inquiries
- Coordinate, communicate and build relationships with Brokers, Developers and Site Selectors

#### **Market the Village’s Retail Corridors**

Primary Goal: Generate interest in retail corridors throughout the Village

- Distinguish potential users or developers for key redevelopment opportunities (such as downtown and East Algonquin Road)
- Identify and pursue key users for vacancies in all retail corridors
- Highlight and market buildable sites in all retail corridors
- Coordinate, communicate and build relationships with Brokers, Developers, Site Selectors and retail users

#### **Business Retention and Development**

Primary Goal: Retain existing employers and coordinate high quality Village support and build expansion opportunities

- Coordinate with CD Staff and EDC on business outreach and retention meetings/interviews
- Coordinate closely with Chamber, EDC and CD Staff on contacting new businesses and assist with establishing open communication channels to the business community



## **General Community Marketing**

Primary Goal: Create interest in Algonquin and its many positive attributes

- Advise Village on updates and information necessary to develop an updated Community Profile and other marketing documents and tools (both print and internet)
- Advise Village on updates and information necessary to update informational folders for the Algonquin Corporate Campus
- Evaluate presence at ICSC, AIRE or similar events and assist in coordinating efforts and assist in the preparation of marketing materials for such events and attendance at such events
- Identify key advertising opportunities – Newspaper, radio, real estate journals, etc. and assist in the preparation of marketing strategies
- Additional services, information or special projects that may be requested from time to time





**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: April 26, 2019

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Verizon Site Lease Agreement – Jacobs Water Tower*

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Attached (1) please find a copy of the proposed Site Lease Agreement (SLA) between the Village of Algonquin and Verizon Wireless (VZW) for the lease of ground at the Jacobs Water Tower (2600 Bunker Hill Dr.).

The primary purpose for this agreement is for Verizon Wireless to install and operate their telecommunications equipment, including antennas and necessary communications facilities on the Village's water tower and premise. In exchange for space on the tower and grounds (600 square feet), Verizon Wireless will make a \$15,000.00 one-time payment for engineering review and consultants review of plans. In addition, Verizon will pay attorney fees in association with this SLA up to \$2,500.00. Verizon shall pay the Village an annual rental fee of \$20,000.00; said rental fee shall increase by three percent (3%) each year on the anniversary of the Commencement Date.

This SLA shall automatically be extended for three (3) successive five (5) year terms on the same terms and conditions.

***Village staff recommends Village Board approval of this agreement***

If you concur, please forward to the Committee of the Whole for their consideration at their May 14 meeting. Please do not hesitate to contact me with any questions.



## Site Lease Agreement

This Site Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and between the Village of Algonquin, an Illinois municipality ("Owner"), whose address is 2200 Harnish Drive, Algonquin, in the Counties of Kane and McHenry, Illinois and Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon" or "Tenant"), having its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, provides for the granting and leasing of certain property interests on the following terms.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** The Owner hereby leases to Tenant space on the Owner's water tower ("Tower"), on a nonexclusive basis, and ground space located at 2600 Bunker Hill Rd., Algonquin, Illinois (hereinafter referred to as "Jacobs Water Tower") within the Village of Algonquin for the installation and operation of Tenant's wireless telecommunications equipment, including antennas and necessary ancillary facilities ("Communications Facility") for the provision of Tenant's communication services and Owner grants a license to Tenant over the Owner's real property adjacent to the Tower for access for ingress and egress to the Communications Facility and to utility lines to the extent said lease and license are depicted on the Site and Building Plans attached hereto and incorporated herein as Exhibit A (collectively the "Premises"). The licenses granted herein with respect to access shall have the same term as this Agreement. The Tower and surrounding real property are legally described in Exhibit B, attached hereto and made a part hereof. Within a reasonable time after completion of the installation of the Communications Facility, or any part thereof, upon the Tower, Owner shall perform an inspection of the Tower and notify Tenant in writing of any alleged damage resulting from such installation. In such event, Tenant agrees to meet with Owner within thirty (30) days of receipt of said written notice to evaluate such claim and the parties agree to diligently work to determine a course of action to repair any damage caused by Tenant satisfactory to both parties.
2. **TERM:** The initial term of this Agreement shall be five (5) years ("Initial Term"), commencing on the earlier of (i) the date that the Owner issues a building permit that enables Tenant to begin construction or (ii) twelve (12) months after the date of the full execution of this Agreement ("Commencement Date") and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. In the event the date Tenant is issued a building permit is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month. Owner and Tenant agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Tenant is issued a building permit. In the event the Commencement Date is twelve (12) months after the date of full execution of this Agreement, there shall be no written acknowledgement required. Owner and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, Tenant shall send to the Owner the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, Tenant shall send to the Owner the rental payments for January 1 and February 1 by February 13. If such date is other than the first day of the month, rent from Tenant shall be prorated. Rent is payable in advance on the first day of the month. This Agreement shall automatically be extended for three (3) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless Tenant notifies the Village in writing of its intention not to renew at least one-hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
3. **RENT:** Verizon shall pay to Owner Fifteen Thousand and No/100 Dollars (\$15,000.00) for engineering review and consultant's review of plans. In addition, Verizon shall pay Owner's costs incurred in connection with this Agreement, including, but not limited to its reasonable attorney's fees and costs not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). The engineering and consultant's review payment and the Owner's other costs shall be due and payable to the Village prior to issuance of the Building Permit. Beginning on the Commencement Date of this Agreement, Verizon shall pay an annual rental fee of Twenty Thousand and No/100 Dollars (\$20,000.00) to the Owner; said rental fee shall increase by three percent (3%) each year on the anniversary of the Commencement Date and each anniversary thereafter. The Rental fee schedule is attached hereto as Exhibit C.



Time is of the essence.

Tenant shall pay Owner a late payment charge equal to five percent (5%) of the late payment for any payment not paid within ten (10) days of when due. Any amount not paid in a timely manner shall also bear interest until paid at the rate of nine percent (9%) per annum.

Any holding over after expiration of the term hereof, with the consent of Owner, shall be construed to be a tenancy from month to month. The rents herein specified (prorated on a monthly basis) commencing with the beginning of the holding over shall increase to one hundred fifty percent (150%) of the rent applicable during the last month prior to the holding over and on the conditions herein specified, so far as applicable.

4. NET LEASE: Except as otherwise required under this Lease, Owner shall not be required to make any expenditures of any kind in connection with this Lease including to making of any repairs or improvements to the Premises.
5. USE: Tenant may use the Premises for the purpose of installing, repairing, enhancing, upgrading, removing, replacing, maintaining, and operating the Communications Facility in accordance with the Site and Building Plan depicted on Exhibit A. Any enhancing or upgrading of the portion of the Communications Facility installed on the Tower by Tenant must be mutually agreed upon in writing by the Tenant and Owner and Owner's agreement shall not be unreasonably withheld, conditioned or delayed.
6. WORKMANLIKE CONSTRUCTION. Tenant agrees that the installation of the Communications Facility will be completed in a neat and workmanlike manner consistent with good engineering practices. All costs of the installation; including but not limited to, the cost of extending Owner's electrical service to Tenant's equipment and providing separate metering will be paid by the Tenant.
7. SUBMISSION AND APPROVAL OF PLANS. Prior to execution of this Lease, and as a condition precedent of this Lease becoming effective, Tenant shall submit and attach hereto as Group Exhibit D, the plans and specifications (collectively the "Plans") for all improvements to the Tower. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Owner, not to be unreasonably withheld, delayed or conditioned, and all necessary permits have been properly issued.

Such plans shall include:

- (a) Fully dimensioned site plans that are drawn to scale and show (i) the proposed location of the antennas, equipment shelter, and, if applicable, driveway and parking areas, (ii) the proposed changes in the landscape, (iii) the proposed type and height of fencing, (iv) the proposed color of all structures, including fencing, (v) the proposed type of construction material for all structures, including fencing, and any other details that the Owner may reasonably request.
  - (b) Prior to commencing construction, Tenant shall also provide Owner with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of the Owner's Representative (as hereinafter defined), such approval not to be unreasonably withheld or delayed. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Tower and the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.
  - (c) No further improvements or modifications to the Communications Facility (excluding modifications to Tenant's radio, electrical, or other equipment within a cabinet or other enclosure) shall be made without the consent of the Owner's Representative, which consent shall not be unreasonably withheld or delayed. For purposes of this Lease, the Owner's Representative shall mean the Village Manager, or such other person as may be designated by written notice from the Village Manager from time to time. Moreover, any such improvements or modifications are subject to the conditions set forth previously in this Section.
8. RESTORATION OF SITE: Tenant shall restore any pavement, landscaping and fencing or other affected part of the Premises disturbed in connection with the installation of the Facility. Furthermore, if the Tower requires repair, resurfacing, and/or resanitizing as a result of Tenant's installation or facilities, or any work on Tenant's installation or facilities after installation, Tenant shall reimburse Owner for any and all reasonable costs and expenses, including consulting fees associated with same.



9. **TITLE TO IMPROVEMENTS:** The Facility (including, without limitation, all radio, electrical and other equipment) shall be and remain the personal property of Tenant and Tenant shall, remove all components of the Facility (including any underground foundations, conduits, cables and similar underground components of the Facility as well as utility lines caused to be undertaken by Tenant) within 30 days following the termination of the Lease at Tenant's sole cost along with any electric utilities caused to be installed by Tenant within the licensed area and the Premises.
10. **BOND.**
- (a) Tenant hereby guarantees that the Facility improvements will be constructed without the attachment of any construction liens and in the event that any such lien is filed against the Premises on account of Tenant's acts or omissions, Tenant shall either promptly post a bond (in form and substance reasonably acceptable to Owner) indemnifying and defending Owner for such lien claim or promptly cause such lien to be removed of record.
  - (b) As additional security for the faithful and prompt performance of its obligation under this Lease and in lieu of the obligation to post a security deposit, with Owner in such amount, the Tenant shall provide to the Owner, a performance bond in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) in the form attached hereto (that includes an attorney's fees provision in the event that the Village brings or defends an action regarding the interpretation or enforcement of such bond and prevails, then the Village will be granted its attorney's fees and court costs, including those associated with any appeal).
11. **MAINTENANCE:** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat or noise. Nothing contained in this Agreement shall be construed so as to require that Tenant maintain the Tower, except for repairs caused by Tenant's negligent acts or omissions. Tenant is accepting the Tower and the Premises in their as-is condition.
12. **OTHER PROVIDERS:** This Lease shall not be interpreted to be exclusive and the Owner may lease those portions of the Tower and land adjacent to thereto not occupied by the Tenant's improvements or use those areas of the Tower and Premises not occupied by the Tenant so long as the equipment installed by another Tenant or the Owner does not cause physical, mechanical, radio frequency or signal interference with the Tenant's operation. Such interference shall be deemed a material breach by the Owner. In the event that interference occurs, Owner agrees to take all reasonable steps necessary to eliminate such interference within a reasonable time period. Owner shall have the right to install equipment that is in compliance all FCC Standards and Regulations. The ground portion of the Tenant's Leasehold shall be exclusive as to this Tenant. Other ground around the Tower not occupied by the Tenant may be leased by the Owner subject to the other conditions of this paragraph.
13. **ACCESS:** Owner shall provide Tenant's employees with access to the Premises during the Algonquin Public Works Department's normal working hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. with twenty-four (24) hour advance telephone notice at 847-658-2700. Additional hours for access for scheduled and/or routine maintenance may be arranged at the agreement of both parties. Access to the Premises by Tenant must be with an authorized employee of the Village of Algonquin, per the direction of either the Village's Public Works Director, Assistant Public Works Director, Utilities Superintendent, or Chief Water Operator. Tenant will be billed a flat fee of Fifty and 00/100 Dollars (\$50.00) per hour (during normal business hours) to cover personnel costs. Access required for afterhours emergencies by Tenant shall be directed to the Village's police emergency dispatch (non-emergency number: 847-658-4531), who will contact the Public Works on-call manager. Upon such telephonic notice, Tenant shall have prompt access in the event of an emergency or other service affecting condition provided that all overtime costs incurred by the Village as a result of an after-hours call-out by Tenant, to be billed at actual cost plus ten (10) percent, shall be paid by Tenant. Tenant, its agents, and contractors, are also granted the right to access the Premises with the Village representative and adhering to the cost requirements set forth above, and conduct such studies, at Tenant's expense, as Tenant deems necessary to determine the Premises' suitability for Tenant's Communications Facility. These studies may include, but are not limited to, surveys, soil tests, environmental assessments, and radio wave propagation measurements. Owner shall provide Tenant with specifications, plans and information with respect to the Tower and the Premises so long as the specifications, plans, and information exist and are readily available to the Owner.



14. CONSTRUCTION:

- a. Owner hereby grants to Tenant, its successors, licensees, and assigns, for so long as Tenant operates its Communications Facility located on the Premises, a nonexclusive Construction License in, on, along, through and across that portion of Owner's Property adjacent to the Premises (the "Construction License") in that area that is within the fenced-in area of the Premises as indicated on Exhibit A, as reasonably necessary for the purpose of operating, maintaining, repairing, relocating, replacing, upgrading and removing the Communications Facility ("Work"). Owner also hereby grants and conveys to Tenant, its successors, licensees, and assigns, to the extent reasonably necessary for Tenant's performance of the initial installation of the Communications Facility, the temporary right and privilege to store materials, tools, machinery, equipment, and excavated soil ("Material") required for the initial installation for up to sixty (60) days from the date installation begins. In addition, Tenant may store materials needed for painting or for conducting major repairs once a year (unless otherwise approved by the Village Public Works Director), for up to sixty (60) days from the date said painting or major or major repair begins. Said sixty (60) days may be extended upon approval of the Village Public Works Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to storing any such materials, Tenant shall obtain Owner's approval of specific storage locations. This approval shall not be unreasonably withheld. Notwithstanding the foregoing, Owner expressly reserves to itself, its lessees, licensees, grantees, successors and assigns, the right to use the Construction License area, so long as such use does not obstruct or interfere with the license rights granted to Tenant herein. Tenant agrees to restore, at its sole cost and expense, the Construction License area to its former condition or better after each use by Tenant of the Construction License area. Furthermore, the parties hereto agree that upon the termination of the License Agreement, the Construction License granted and conveyed herein, shall be coterminous with this Agreement and shall cease and terminate.
- b. The installation of Tenant's equipment shall be completed within sixty (60) days from the initial construction start date. Said (60) day period may be extended upon approval of the Village Public Works Director. The Owner shall inspect the Premises to ensure compliance with the specifications set forth in the documentation provided with the building permit application. Owner will provide Tenant with punchlist(s) itemizing any outstanding items, at which time Tenant will have thirty (30) days to complete the repairs to specification. Owner may, at Tenant's expense, complete any outstanding items that remain one-hundred eighty (180) days after the initial construction start date. Tenant will reimburse Owner for these actual costs within twenty (20) days after its receipt of Owner's invoice and supporting documentation detailing the work completed and the associated charges therefor.

15. TAXES: Owner represents and warrants that it is exempt from real estate and other taxes. Tenant shall pay for all taxes imposed which are associated with this Agreement, Tenant's use of the Tower and/or Premises as well as its Communication Facility and Tenant's improvements. Tenant's obligation to pay said taxes as set forth above shall survive the termination of this Agreement, including any and all extensions thereof. Tenant shall timely pay and provide proof of payment of said taxes to the Village within thirty (30) days from such payment. Tenant shall have the right, at its own expense and without expense to the Village, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of any taxes or reassessment as applicable to the Premises, Communications Facility or Tenant's Improvements.

16. UTILITIES: Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators or alternative power sources) with Owners advance permission through the Village permitting process. All cost and expense directly associated with utility and other services to the Communications Facility shall be Tenant's responsibility and shall be paid at the rate charged by the servicing utility provider. Owner agrees to cooperate with Tenant in its efforts to obtain utilities from any location provided by Owner or the servicing utility. Tenant shall cause all its utilities to be either separately metered or sub-metered and the Village shall not be liable for such charges.

17. PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY: Tenant agrees to remove its Communications Facility and equipment from the Premises within thirty (30) days from the expiration or termination of this Agreement, as well as any other Tenant improvements and utilities constructed at Tenant's request, and the Premises shall be restored to the same condition as they existed as of the Commencement Date, reasonable wear and tear and casualty not caused by Tenant excepted. The Communications Facility and equipment shall remain the personal property of Tenant, and shall not be deemed to be permanently attached or affixed to the Premises. The maintenance and removal of the Communications Facility and equipment shall be the sole responsibility of Tenant.



## 18. INSURANCE:

- a. Tenant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant's operation and use of the Premises. The cost of such insurance shall be borne by Tenant. Coverage shall include, but shall not be limited to the following:
  - i. Commercial General Liability Coverage;
  - ii. Workers' Compensation Insurance as required by state statute and Employers Liability Insurance;
  - iii. Tenant shall maintain limits of:
    1. Commercial General Liability: \$5,000,000.00 per occurrence for bodily injury (including death) and property damage and \$5,000,000 general aggregate including personal advertising injury;
    2. Workers' Compensation and Employers Liability: Workers Compensation limits as required by state statute and Employers Liability limits of \$1,000,000.00 each accident; \$1,000,000.00 disease-each employee; \$1,000,000 disease-policy limit.
    3. Commercial Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant on or about the Premises with limits of One Million Dollars (\$1,000,000.00) combined single limit for each accident for bodily injury and property damage.
    4. At the start of and during the period of any construction, customary builders all-risk insurance. Upon completion of the installation of the Facility, Tenant shall substitute for the foregoing insurance policies fire, extended coverage and vandalism and malicious mischief property insurance on the Facility. The amount of insurance at all times shall be representative of the insurable value installed or construed as determined by Tenant.
    5. All policies other than those for Worker's Compensation and Employer's Liability shall be written on an occurrence and not on a claims-made basis.
    6. The coverage amounts set forth above may be met by blanket policies so long as in combination the limits equal those stated.
    7. After the first five years, and for every five years thereafter, the Owner upon notice to, review and acceptance by Tenant, shall have the right to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require such other coverages and limits that may be reasonably necessary to carry out the intent of this paragraph or that may be based on reported claims experiences of Owner in connection with similar telecommunications facilities. The commercial general liability and commercial automobile liability policies shall include the Owner as additional insured as their interest may appear under this Agreement and, shall (if reasonably available) contain severability of interests cross liability wording.
    8. All coverage required by this section shall be primary coverage exclusive of any insurance that the Owner might have or carry from time to time as relates to Tenant's operations.
- b. The Owner is to be included as an additional insured on the ISO Additional Insured form endorsement or its equivalent with respect to liability arising out of activities performed by Tenant and its affiliates. Copies of certificates of insurance evidencing policies required to be obtained by Tenant along with a copy of the blanket additional insured endorsement pursuant to this Agreement shall be provided to the Village.



- c. Tenant's insurance coverage shall be primary with respect to the Owner for claims caused by Tenant's negligence. In such instances, any insurance or self-insurance maintained by the Owner shall be in addition to Tenant's.
  - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner.
  - e. Tenant shall agree to waive all rights of subrogation under workers compensation against the Owner for losses arising from work performed by Tenant.
  - f. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed, authorized or permitted to do business in the State of Illinois.
  - g. On an annual basis, Tenant shall furnish the Owner with certificates of insurance including a blanket additional insured endorsement affecting coverage required by this clause. The certificates for each insurance policy are to be signed by an authorized representative of the insurer to bind coverage on its behalf.
  - h. Tenant, its successors, licensees, and assigns, for so long as Tenant operates its Communications Facility located on the Premises, shall maintain insurance throughout the duration of this Agreement and submit a certificate of insurance to the Village on the anniversary of the Commencement Date and each anniversary thereafter. Each insurance policy shall provide that it may not be cancelled except upon (30) days' prior written notice to the Village by certified mail, return receipt requested.
19. INDEMNITY: Tenant agrees to defend, indemnify and hold Owner, its officers, officials, employees, and agents harmless from any and all costs (including reasonable attorneys' fees) and any claims of liability from personal injury or property damage to the extent caused by Tenant's occupancy of the Premises, or its use, installation or maintenance of the Communications Facility, as well as that of its affiliates and contractors but not including willful misconduct of Owner or Owner's employees or agents. This indemnity provision is not intended to circumvent or in any way diminish the immunities provided by the Illinois Governmental and Governmental Tort Immunity Act.
20. CONDITION OF PROPERTY COMPLIANCE WITH LAW: It shall be the responsibility of Tenant to determine whether the Premises are located in a flood plain. If the Premises are located in a flood plain, it shall be Tenant's responsibility to follow all applicable laws and regulations governing construction in a flood plain. Any improvements constructed by Tenant on the Premises and all of the operations of Tenant within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. All improvements by Tenant shall be in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. Tenant agrees that any improvements constructed by Tenant on the Premises and all of the operations of Tenant within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. Tenant shall also maintain the Communications facility, as well as any other area occupied by Tenant, in an orderly and clean manner and shall not allow the accumulation of any debris, rubbish or other material. Tenant shall maintain the leased Premises in the same condition of cleanliness and repair as at the beginning of this Agreement, reasonable wear and tear and casualty excepted. If the leased Premises are not kept in good repair and in a reasonably clean condition by Tenant, the Owner may, in its sole discretion, after written notice and failure to cure within thirty (30) days by Tenant, enter upon the leased Premises without such entry constituting an interference with the possession of said Premises by Tenant, and the Owner may perform any necessary maintenance to repair the Premises. Within twenty (20) days from Tenant's receipt of a statement from Owner detailing the work performed and the costs and/or charges associated therewith, Tenant shall reimburse the Owner for any and all expenses the Owner incurs in restoring the Premises to a reasonably clean condition.

Ground level mechanical equipment shall be screened from view from residential properties and the public right-of-way by a minimum six (6) foot high vinyl panel fence and evergreen plant material of mature height that will meet or exceed the height of the equipment being screened. Tenant shall provide Owner with a gate key to the Communication Facility which Owner shall not use to access the Communication Facility without providing Tenant with at least twenty-four (24) hours prior notice of access for non-emergency situations and as soon thereafter as reasonably possible in the event of an emergency.



21. **TERMINATION:** Tenant may terminate this Agreement at any time, in its sole discretion, by giving written notice thereof to Owner not less than sixty (60) days if: (a) Tenant cannot obtain or is unable to renew any permit, license, or other approval ("Approval") required for Tenant's use of the Premises, whether by cancellation, expiration lapse, withdrawal or termination; (b) Owner does not have a legally sufficient ownership interest in the Premises, or authority to enter into this Agreement; (c) Tenant demonstrates that the Owner's Property contains hazardous substances as detailed in Section 14 of this Agreement; or (d) Tenant determines that it will be unable to use the Property, including but not limited to termination for technological reasons, which may include, but shall not be limited to, changes in Tenant's frequency and/or changes in Tenant's network operations or network design. However, if Tenant terminates this Agreement without cause, it shall pay the Village a termination fee in an amount equal to six (6) months of the then current rental amount.

In the event either party fails to comply with the terms of this Agreement such party shall be considered in default and the non-defaulting party may serve written notice of its intent to terminate this Agreement. Except where the public health or safety is threatened, the notice shall give the defaulting party not less than thirty (30) days to correct such non-compliance. In the event the default is not corrected within thirty (30) days of such notice, the non-defaulting party may terminate this Agreement by serving a written notice of termination. Notwithstanding the preceding, if any default cannot reasonably be cured within thirty (30) days and the defaulting party has diligently commenced and continues to take reasonable action necessary to cure the default, the defaulting party shall be entitled to a reasonable extended period of time (not to exceed sixty (60) days) in order to cure the default.

Upon such termination, Owner may also retain any prepaid rent for the unused portion of the current lease term as part of the termination fee.

22. **HAZARDOUS SUBSTANCES:** Owner represents to the best of its knowledge, without any duty to investigate or inquire, that as to the Premises, Owner's Property and any other real estate owned by Owner which are immediately next to the Premises and Owner's Property (collectively referred to as the "Real Estate") (a) no portion of the Real Estate constitutes protected wetland or any similar environmentally critical area, (b) no Hazardous Substances, as defined herein below, are located in, upon or under the Real Estate, and (c) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Real Estate. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. For purposes of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner and Tenant each represent and covenant to the other that neither will cause contamination of the Real Estate by Hazardous Substances brought in or upon the Real Estate. Each party to this Agreement agrees to indemnify, defend and hold the other harmless from any damage, claim, loss cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees and court or administrative proceedings) incurred by the other on account of contamination of the Real Estate by any Hazardous Substance caused by the indemnifying party. The provisions and undertakings of indemnification set out in this paragraph 14 shall survive the termination of this Agreement.
23. **CASUALTY:** If all or any portion of the Owner's Property or the Communications Facility is damaged by any Casualty, as hereinafter defined, either party may terminate this Agreement upon thirty (30) days written notice. "Casualty" shall include damage to or the destruction of the Owner's Property by vandalism, vehicles, aircraft, not or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood, or earthquake.
24. **CONDEMNATION:** In the event that all or any portion of Owner's Property is taken or condemned by any competent governmental or quasi-governmental authority, or voluntarily conveyed by Owner, for any public use or purpose, this Agreement shall terminate upon the date when possession of the part so taken or conveyed shall be required for such use or purpose. Each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages, and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of possession, and any prepaid rent shall be promptly repaid to Tenant.
25. **QUIET ENJOYMENT:** Subject to the other provisions of this Agreement, Tenant shall, upon payment of Rent, peaceably and quietly have, hold and enjoy the Premises. Owner, or any person claiming by, through or under the Owner, shall not cause or permit any use of Owner's Property that unreasonably interferes with or impairs the quality of the communications services being rendered by Tenant from the Premises. Upon prior notice to Tenant as set



forth in Section 12 above, at no cost to Tenant, Owner shall have access to the Communications Facility and Tenant shall have the right to accompany Owner during such access.

26. **FORCE MAJEURE:** Neither party shall be deemed in violation of this Agreement for delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such party's control.

27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois.

28. **MISCELLANEOUS:**

A. Owner represents and warrants that Owner has (i) full authority to enter into this Agreement (ii) good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises and/or Communications Facility; (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Owner. If the Premises are held in a trust, the Owner shall execute a written direction to cause the Trustee to execute this Agreement and other required documents as deemed necessary by Tenant.

B. Owner agrees to execute a Memorandum of this Agreement, which Tenant may record with the appropriate recording officer.

C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party, which is not specifically made a party to this Agreement by written agreement of the parties hereto.

D. **NOTICE:**

Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

OWNER: Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois 60102

TENANT: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

E. This Agreement shall be construed in accordance with the laws of the State of Illinois. Tenant agrees that venue of any Cause of Action shall be in the 22nd Judicial Circuit, McHenry County, Illinois and Tenant consents to jurisdiction in that Court.

F. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.



- G. None of the terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument duly signed, acknowledged and delivered by the parties.
- H. If any provision of this Agreement shall, to any extent be held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- I. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach or wavier, or an acquiescence in or consent to any further or succeeding breach of the same covenant.
- J. RELOCATION: The Owner agrees to provide thirty (30) days prior written notice to Tenant for any maintenance of Premises that requires the temporary relocation of Tenant's equipment. Tenant shall make any necessary arrangements to either temporarily protect or remove all or portions of its Communication Facility as a result of Owner's painting or other maintenance of the Tower at Tenant's sole cost. In accordance with the provisions of this Section Owner and Tenant shall cause their respective contractors to reasonably cooperate with each other in order to (i) facilitate and coordinate their respective activities and obligations with respect to Owner's maintenance and painting of the Tower, and (ii) limit any disruption and disturbance to Tenant and the operation of its Communication Facility to the fullest extent possible under the circumstances. If Tenant and Owner agree that it is reasonable to keep all or any portion of the Communication Facility in place during such painting or other maintenance of the Tower by Owner, any additional expense of repainting, repairing, or maintaining the Tower incurred by Owner and caused by the presence of Tenant's Communication Facility shall be paid promptly by Tenant to Owner upon Owner's written notice to Tenant of such additional cost, but Owner must first provide Tenant at least thirty (30) days' prior written notice of such additional costs or expenses. Should Owner and Tenant agree that the scheduled maintenance or painting of the Tower will prevent Tenant from using the Tower for Tenant's Communication Facility, and it is more reasonable for Tenant to temporarily relocate rather than leave in place and protect its Communication Facility, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and Owner shall use commercially reasonable efforts to complete the painting or maintenance of the Tower so as to cause minimal disruption to Tenant's operations. Notwithstanding anything to the contrary in this Agreement, Tenant shall have the continuing right to access the Premises and its Communication Facility while Owner performs maintenance on or paints the Tower as provided in Section 5 above. Tenant shall be responsible for all costs incurred for the removal of Tenant's equipment, for the painting and protecting of all equipment which cannot be removed from the Tower, the use of a temporary antenna facility during the painting, and cost incurred to reinstall all Tenant's equipment on the Tower. Tenant shall be responsible for painting Tenant's equipment the same color as the Tower upon the initial construction and any subsequent routine maintenance that involves the painting of the Tower.
- K. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understanding between Owner and Tenant. All Exhibits and Riders referenced in this Agreement are incorporated herein by reference. Each party to this Agreement acknowledges that it has read the Agreement in its entirety and has had the opportunity to consult with an attorney, tax consultant or other professional. Neither party has made any representations or recommendations to the other with respect to the legal sufficiency or tax consequences of this Agreement or the transaction to which it relates.
- L. Tenant represents and warrants that Tenant's actions will not interrupt services provided by Owner and its lessees. Prior to commencing any construction on the Premises, Tenant shall submit Final Construction Plans to Owner for Owner's approval along with applications for all necessary permits including, but not limited to, building permits. Building Permits must be submitted to and obtained from the Village's Community Development Department. The Final Construction Plans shall substantially conform to the Plans attached hereto as Exhibit A and construction shall be pursuant to the Final Construction Plans as modified by the Owner's Building Commissioner. All plans and construction shall be in accordance with Village Codes and all other applicable codes and regulations. Tenant shall maintain the Premises in good order and repair and in accordance with good engineering standards at all times during the term of this Agreement.



- M. Prior to issuance of a building permit, Tenant shall also meet with Owner's Arborist to obtain his approval of any anticipated tree trimming or other action with respect to vegetation. Tenant agrees, after construction, to submit future tree trimming and vegetation control plans to the Arborist for his approval. The Arborist shall be present for those actions as well.
- N. In the event that the Village brings or defends an action to enforce or interpret its rights under this Agreement, and it prevails, the Village shall be awarded its attorney's fees and costs from the non-prevailing party, including but not limited to those incurred in any appeal or collection proceedings.

29. INTERFERENCE: Tenant shall not use the Premises in any way which interferes with the use of the Property by Owner or lessees or licensees of Owner with rights prior in time to the Effective Date. Similarly, Owner shall not use in a different manner, nor shall Owner enter into an agreement after the Effective Date which permits such lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such unlawful interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference, with the exception of Owner's emergency E-9-1-1 Public Safety Communications Equipment (the "Safety Equipment"), which Tenant shall not interfere with such Safety Equipment whether its installation predates or postdates Tenant's installation. In the event any such unlawful interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

Tenant represents to the Village that after investigation, neither the Village's, or its existing tenants', licensees' or lessees' operations interfere with Tenant's contemplated operations or use of the Communications Facility.

30. ASSIGNMENT:

- a. Tenant may assign this Agreement and all rights, benefits, liabilities, and obligations hereunder, to any person or business entity which is licensed by the Federal Communications Commission to operate a wireless communications business, and/or is a parent, general partner, or subsidiary of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant, or purchases a majority or controlling interest in the ownership or assets of Tenant, or which acquires all or substantially all of the assets of Tenant in the area in which the Property is located. The Agreement must be assigned in its entirety. Under no circumstances shall Tenant assign any rights under this Agreement without the assignee taking on all the obligations of Tenant under this Agreement, whether concurrently with or independently of Tenant. Tenant agrees to provide written notification of assignment not later than one hundred and twenty (120) days after assignment. Only upon written notification by Tenant to the Village that Tenant has assigned its rights under this Agreement shall Tenant be relieved of all future performance, liabilities and obligations under this Agreement as of the effective day of the assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder.
- b. Additionally, notwithstanding anything to the contrary above, Owner or Tenant may, upon notice to the other, grant a security interest in this Agreement (and as regards Tenant, in the Communications Facility), and may collaterally assign this Agreement (and as regards Tenant, in the Communications Facility) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Owner or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

31. WAIVER OF LIEN: Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Owner gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Secured Party's sole discretion and without Owner's consent.

SIGNATURES ON FOLLOWING PAGE.







EXHIBIT C  
ANNUAL RENTAL RATE SCHEDULE

<u>Year</u>	<u>Rent</u>
1	\$20,000.00
2	\$20,600.00
3	\$21,218.00
4	\$21,854.54
5	\$22,510.18
6	\$23,185.48
7	\$23,881.05
8	\$24,597.48
9	\$25,335.40
10	\$26,095.46
11	\$26,878.33
12	\$27,684.68
13	\$28,515.22
14	\$29,370.67
15	\$30,251.79
16	\$31,159.35
17	\$32,094.13
18	\$33,056.95
19	\$34,048.66
20	\$35,070.12



# LEGEND & SYMBOLS

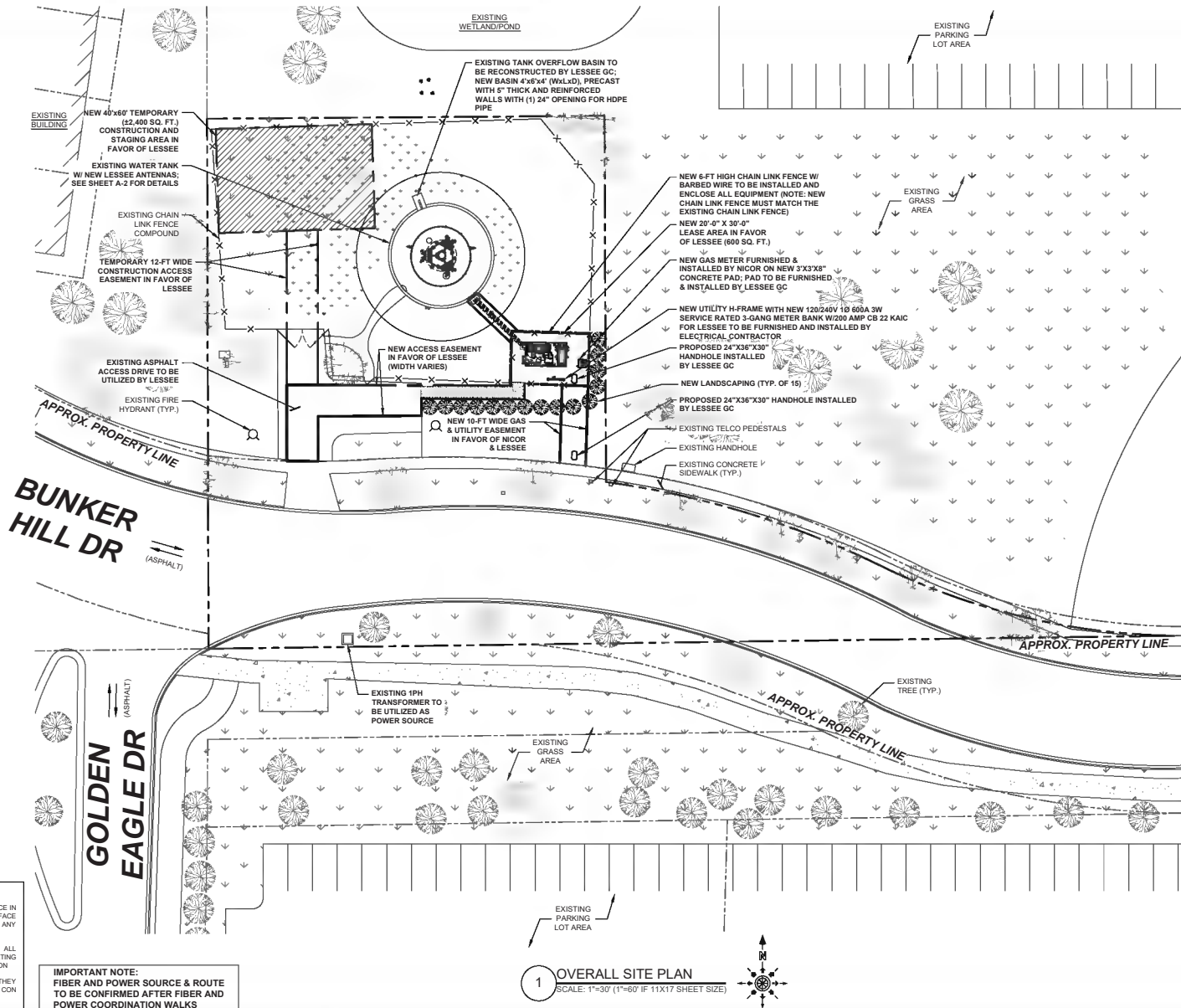
- UTILITY POLE
- SIGN
- FIBER PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DECIDUOUS TREE WISZ
- CONIFEROUS TREE WISZ
- BRUSH
- TREE LINE
- CONTOUR WIELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OHW
- OVERHEAD WIRES
- LEASE AREA LINE
- UTILITY EASEMENT LINE
- UNDERGROUND ELECTRIC LINE
- OHW
- OVERHEAD ELECTRIC LINE
- UF
- UNDERGROUND FIBER OPTIC LINE
- G
- UNDERGROUND GAS LINE
- T
- UNDERGROUND TELECOMM. LINE
- SS/S&A
- UNDERGROUND STORM/SANITARY SEWER LINE
- W
- UNDERGROUND WATER LINE
- COM
- UNDERGROUND COMMUNICATION/ MONITORING LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM
- TEMPORARY CONSTRUCTION AND STAGING AREA

## IMPORTANT NOTES:

1. GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
2. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES. GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
3. GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PM.

## IMPORTANT NOTE:

FIBER AND POWER SOURCE & ROUTE TO BE CONFIRMED AFTER FIBER AND POWER COORDINATION WALKS



## 1 OVERALL SITE PLAN

SCALE: 1"=30' (1"=60' IF 11X17 SHEET SIZE)



# CHICAGO SMSA

limited partnership  
d/b/a VERIZON WIRELESS

CONCORDIA, LTD.  
A PROFESSIONAL DESIGN FIRM  
LICENSE # 3323-011- D.B.A.  
**CONCORDIA WIRELESS, INC.**  
361 RANDY ROAD  
UNIT 101  
CAROL STREAM, IL 60188  
MAIN: (847) 981-0801

DRAWN BY: KC CHECKED BY: PS  
CHECKED BY: RH APPROVED BY: GMS

PROJECT # 20171614099  
LOCATION # 455889  
**COUNTLINE NORTH**  
2589 BUNKER HILL DRIVE  
ALGONQUIN, IL 60102

SHEET TITLE:

**SITE PLAN**

SHEET NUMBER:

**A-0**





VILLAGE OF ALGONQUIN  
MEMORANDUM

---

DATE: May 9, 2019

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

---

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

- Athina Enterprises, Inc. (dba) Rainbow Restaurant & Pancake House located at 1229 S. Main Street, Algonquin, this restaurant has been around for many years and would like to add Beer and Wine to their offerings. This license will allow them to serve Beer and Wine only for consumption on premises.

Staff recommends that the change in the number of available licenses be approved.

Attachment



# ORDINANCE NO. 2019 - O - XX

## ***An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code***

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

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

SECTION 1: Section 33.07-B, Paragraph 13 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

13. Eight Class F licenses at any one time.

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

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

SECTION 4: This Ordinance shall be in full force and effect May 22, 2019, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

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

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

Passed:

Approved:

Published:





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

**– M E M O R A N D U M –**

DATE: April 17, 2019

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Pavement Marking Bid - Paint*

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Bids were opened on April 11, 2019 for contracted service for paint pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, as well as the communities of Algonquin, Huntley and McHenry and Woodstock.

There were 3 bidders on the project with Precision Pavement Marking coming in the lowest at \$299,854.29 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$6,225.00. \$40,000 is budgeted in MFT Funds for pavement marking services.

4" line (combination of white & yellow)	30,000 linear feet
6" line (combination of white & yellow)	4,000 linear feet
12" line (combination of white & yellow)	1,000 linear feet
24" line (combination of white & yellow)	500 linear feet
Letters and symbols	200 square feet

Precision Pavement Marking had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid. We have used this company for the past 4 years to perform our pavement marking services and have been satisfied with their work.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Precision Pavement Marking to perform painting services for the 2019/20 fiscal year.



# McHenry County Division of Transportation

## Bid Tabulation

19-00000-10-GM

Paint Pavement Markings

4/11/2019 @ 11:00 am

Item No.	Items	Unit	Engineer's Estimate			Maintenance Coatings Company		Preform Traffic Control Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	2,803,909	\$0.09	\$252,351.81	\$0.120	\$336,469.08	\$0.13	\$364,508.17
	Paint Pvt Mkgs-Line 6"	ft	67,180	\$0.18	\$12,092.40	\$0.140	\$9,405.20	\$0.40	\$26,872.00
	Paint Pvt Mkgs-Line 8"	ft	338	\$0.22	\$74.36	\$0.650	\$219.70	\$0.50	\$169.00
	Paint Pvt Mkgs-Line 12"	ft	12,059	\$0.35	\$4,220.65	\$0.800	\$9,647.20	\$1.85	\$22,309.15
	Paint Pvt Mkgs-Line 24"	ft	7,206	\$0.45	\$3,242.70	\$1.850	\$13,331.10	\$1.95	\$14,051.70
	Paint Pvt Mkgs-Letters & Symbols	sq ft	5,682.8	\$0.50	\$2,841.40	\$1.850	\$10,513.18	\$1.99	\$11,308.77
	<b>TOTAL</b>				\$274,823.32		\$379,585.46		\$439,218.79

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings	
			Quantity	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	2,803,909	\$0.09	\$252,351.81	\$0.09	\$245,342.04
	Paint Pvt Mkgs-Line 6"	ft	67,180	\$0.18	\$12,092.40	\$0.25	\$16,795.00
	Paint Pvt Mkgs-Line 8"	ft	338	\$0.22	\$74.36	\$0.20	\$67.60
	Paint Pvt Mkgs-Line 12"	ft	12,059	\$0.35	\$4,220.65	\$1.25	\$15,073.75
	Paint Pvt Mkgs-Line 24"	ft	7,206	\$0.45	\$3,242.70	\$1.95	\$14,051.70
	Paint Pvt Mkgs-Letters & Symbols	sq ft	5,682.8	\$0.50	\$2,841.40	\$1.50	\$8,524.20
	<b>TOTAL</b>				\$274,823.32		\$299,854.29

**Bidders**

**Low Bid**

Maintenance Coatings Company  
Preform Traffic Control Systems, LTD  
Precision Pavement Marking, Inc.

543 Woodbury Street South Elgin, IL  
625 Richard Ln Elk Grove, IL 60007  
955 Grace Street Elgin, IL 60120





**Illinois Department  
of Transportation**

RETURN WITH BID

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

PROPOSAL SUBMITTED BY		
Precision Pavement Markings, Inc.		
Contractor's Name		
1220 Bell Court		
Street		P.O. Box
Pingree Grove	IL	60140
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry

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

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 19-00000-10-GM

TYPES OF FUNDS NON - MFT

☐ MATERIAL PROPOSAL

☒ DELIVER & INSTALL PROPOSAL

☒ SPECIFICATIONS (required)

☐ PLANS (If applicable)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☒ Released for bid based on limited review

Joseph R. Korpalski Jr.  
Regional Engineer

March 19, 2019

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

Joseph R. Korpalski Jr.  
County Engineer/Superintendent of Highways

March 19, 2019

Date

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

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



**RETURN WITH BID**

**NOTICE TO BIDDERS**

County McHenry  
 Local Public Agency McHenry County  
 Section Number 19-00000-10-GM  
 Route Various

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

16111 Nelson Road Woodstock, IL 60098

Address

until 11:00 AM

Time

on

April 11, 2019

Date

1. Plans and proposal forms will be available in the office of McHenry County Division of Transportation  
<https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/doing-business/bid-documents>  
 Address
2. ☒ Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
5. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 19-00000-10-GM".

By Order of McHenry County Board  
 (Awarding Authority)

03/19/2019  
 Date

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

**Material Proposal or Deliver & Install Proposal**

To McHenry County Board  
 (Awarding Authority)

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

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2019, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

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

Discounts will not be considered in determining the low bidder.

Bidder Precision Pavement Markings, Inc.

By   
 (Signature)

Address 1220 Bell Court Pingree Grove, IL 60140

Title Corporate Secretary





**Return with Bid**

Route	Various
County	McHenry
Local Agency	McHenry County
Section	19-00000-10-GM

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

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

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

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

US Department of Labor Incooperation with Office of Apprenticeship - Pavement Striper

Registration No. IL004123835

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

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

Bidder: Precision Pavement Markings, Inc.

By:   
(Signature)

Address: 1220 Bell Court Pingree Grove, IL 60140

Title: Corporate Secretary



[illegible]

*Billy J. Salvo*  
Signature of Bidder

Page 1 of 1  
Printed on 3/6/2019 9:46:27 AM





# Illinois Department of Transportation

## Local Agency Proposal Bid Bond

### RETURN WITH BID

Route Various  
County McHenry  
Local Agency McHenry County  
Section 19-00000-10-GM

#### PAPER BID BOND

WE Precision Pavement Markings, Inc. as PRINCIPAL,  
and Ohio Farmers Insurance Company as SURETY.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 9th day of April, 2019

#### Principal

Precision Pavement Markings, Inc.

(Company Name)

By:

Billy J. Salazar, corporate secretary  
(Signature and Title)

By:

(Company Name)

(Signature and Title)

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

Ohio Farmers Insurance Company

(Name of Surety)

#### Surety

By:

John G. Kelly  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Kane

I, Terry Wilson, a Notary Public in and for said county,  
do hereby certify that Billy J. Salazar

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

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

Given under my hand and notarial seal this

10th day of

April, 2019

My commission expires

12/29/21



#### ELECTRONIC BID BOND

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

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME  
POWER # AND ISSUED PRIOR TO 10/08/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 1211492 05  
**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
CARL E. LUNDSTROM, BRETT LUNDSTROM, JOHN G. KELLY, SUSAN ONORI, CHERYL KLEINER, PATRICIA FITZGERALD,  
JOINTLY OR SEVERALLY

of ELGIN and Stato of IL. Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore, or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 08th day of OCTOBER, A.D., 2018.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina

ss.:

On this 08th day of OCTOBER, A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of

April, A.D., 2019



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number	75726 (1631)	62F28 (1641)	61F07 (1710)	2019-02-02 (1711)	60K78 (1628)	
Contract With	Pan-Oceanic	RW Dunteman	Arrow Road	Chicagoland Paving	D Construction	
Estimated Completion Date	TBD	Spring 2019	TBD	TBD	8/31/2019	
Total Contract Price	15,929.00	83,954.50	46,635.00	3,667.50	17,512.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	15,929.00	15,538.00	46,635.00	3,667.50	17,512.00	99,281.50
Total Value of All Work						\$99,281.50

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preformed Plastic Pavement Markings						
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers		15,538.00	17,100.00		4,082.50	36,720.50
Pavement Markings (Polyurea)					8,433.50	8,433.50
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	15,929.00		29,535.00	3,667.50	4,996.00	54,127.50
Totals	\$15,929.00	\$15,538.00	\$46,635.00	\$3,667.50	\$17,512.00	\$99,281.50

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.





# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	61E42 (1642)	201901 (1712)	60P96 (1457)	60X17 (1659)	61E73 (1605)	
Contract With	RW Dunteman	Landmark	Campanella	Judlau	Plote	
Estimated Completion Date	11/02/2018	TBD	TBD	2019/2020	11/30/2019	
Total Contract Price	33,076.00	11,559.80	21,342.05	356,823.13	46,095.05	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	24,259.85	11,559.80	21,342.05	347,093.83	46,095.05	450,350.58
Total Value of All Work						\$549,632.08

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal					6,500.00	6,500.00
Preformed Plastic Pavement Markings				60,237.93	2,724.00	62,961.93
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving				12,055.46		12,055.46
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	9,350.00		6,399.00	52,800.00	6,600.00	75,149.00
Pavement Markings (Polyurea)	3,332.00		4,713.75	103,585.70	22,117.80	133,749.25
Pavement Markings (Paint)	4,919.10					4,919.10
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	6,658.75	11,559.80	10,229.30	118,414.74	8,153.25	155,015.84
Totals	\$24,259.85	\$11,559.80	\$21,342.05	\$347,093.83	\$46,095.05	\$450,350.58

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	1	2	3	4	5	
Contract Number	62C71 (1715)	1815 (1649)	61D42 (1577)	18928 (1579)	2017-47-04 (1362)	
Contract With	D Construction	Berger	D Construction	K-Five	Chicagoland	
Estimated Completion Date	TBD	TBD	TBD	5/31/2019	Spring 2019	
Total Contract Price	51,780.03	23,839.10	14,586.93	533,940.25	1,902.13	
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	51,780.03	23,839.10	14,586.93	447,568.79	1,902.13	539,676.98
Total Value of All Work						\$1,089,309.06

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal			3,565.00			3,565.00
Preformed Plastic Pavement Markings						
Pavement Markings (Multi-Polymer)				269,171.15		269,171.15
Pavement Markings Grooving				171,557.64		171,557.64
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	14,900.00	3,055.00				17,955.00
Pavement Markings (Polyurea)		3,780.00				3,780.00
Pavement Markings (Paint)				45.00		45.00
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	36,880.03	17,004.10	11,021.93	6,795.00	1,902.13	73,603.19
Totals	\$51,780.03	\$23,839.10	\$14,586.93	\$447,568.79	\$1,902.13	\$539,676.98

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# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	2018-0384 (1583)	66E52 (1665)	61E22 (1653)	60K80 (1251)	60V18 (1613)	
Contract With	M&J Asphalt	D Construction	Berger	Lorig	D Construction	
Estimated Completion Date	TBD	2019	10/31/19	5/17/2019	TBD	
Total Contract Price	2,475.00	19,225.95	76,829.12	25,736.30	12,050.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	2,475.00	19,225.95	76,829.12	25,736.30	12,050.00	136,316.37
Total Value of All Work						\$1,225,625.43

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preformed Plastic Pavement Markings						
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving			27,193.98			27,193.98
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers		19,225.95	10,551.50	4,865.00	12,050.00	46,692.45
Pavement Markings (Polyurea)				20,871.30		20,871.30
Pavement Markings (Paint)			2,817.81			2,817.81
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	2,475.00		36,265.83			38,740.83
Totals	\$2,475.00	\$19,225.95	\$76,829.12	\$25,736.30	\$12,050.00	\$136,316.37

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	1	2	3	4	5	
Contract Number	Highland Park(1678)	515 (1597)	60V22 (1562)	2018-50-03 (1584)	60Y25 (1563)	
Contract With	Lenny Hoffman	Sumit	D Construction	Chicagoland	D Construction	
Estimated Completion Date	TBD	TBD	12/21/2018	TBD	11/16/2018	
Total Contract Price	1,999.92	96,865.25	23,187.15	6,756.00	33,229.74	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	1,999.92	4,943.06	23,187.15	6,756.00	33,229.74	70,115.87
Total Value of All Work						\$1,295,741.30

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal				81.00		81.00
Preformed Plastic Pavement Markings			846.00			846.00
Pavement Markings (Multi Polymer)						
Pavement Markings (Grooving)			2,350.00			2,350.00
Pavement Markings (Epoxy)				2,700.00		2,700.00
Raised Reflective Pavement Markers			6,175.00		9,085.00	15,260.00
Pavement Markings (Polyurea)			4,700.00			4,700.00
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	1,999.92	4,943.06	9,116.15	3,975.00	24,144.74	44,178.87
Totals	\$1,999.92	\$4,943.06	\$23,187.15	\$6,756.00	\$33,229.74	\$70,115.87

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	1	2	3	4	5	
Contract Number	1728 (1555)	2018-24-04 (1549)	60X51 (1532)	62B61 (1683)	8033 (1662)	
Contract With	PirTano	Chicagoland Paving	Aretha	Berger Excavating	Alliance	
Estimated Completion Date	TBD	TBD	11/15/2018	TBD	12/6/2019	
Total Contract Price	21,887.46	2,531.25	25,176.27	17,574.78	136,350.46	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	18,797.49	2,531.25	25,176.27	17,574.78	136,350.46	200,430.25
Total Value of All Work						\$1,496,171.55

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preformed Plastic PVMT MRK			300.00			300.00
Pavement Markings (Multi Polymer)						
Pavement Markings (Grooving)			2,680.00		3,954.17	6,634.17
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	3,710.00		6,900.00	6,265.00	24,035.07	40,910.07
Pavement Markings (Polyurea)			4,500.00		84,176.77	88,676.77
Pavement Markings (Paint)	1,719.60					1,719.60
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	13,367.89	2,531.25	10,796.27	11,309.78	24,184.45	62,189.64
Totals	\$18,797.49	\$2,531.25	\$25,176.27	\$17,574.78	\$136,350.46	\$200,430.25

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# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

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### Part I. Work Under Contract

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	1	2	3	4	5	
Contract Number	61E24 (1625)	62B84 (1629)	60T44 (1538)	825-917 (1717)	Wilmette (1688)	
Contract With	JA Johnson	D Construction	D Construction	Illinois Constructors	Lenny Hoffman	
Estimated Completion Date	TBD	TBD	TBD	TBD	TBD	
Total Contract Price	12,134.00	3,500.00	32,639.20	15,080.82	3,250.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	1,478.36	3,500.00	32,639.20	15,080.82	3,250.00	55,948.38
Total Value of All Work						\$1,552,119.93

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal			10,921.75	198.45		11,120.20
Preform Plastic Pavement Markings						
Pavement Markings (Multi – Polymer)						
Pavement Marking Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers		1,900.00	5,850.00			7,750.00
Pavement Markings (Polyurea)			4,372.50			4,372.50
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	1,478.36	1,600.00	11,494.95	14,882.37	3,250.00	32,705.68
<b>Totals</b>	<b>\$1,478.36</b>	<b>\$3,500.00</b>	<b>\$32,639.20</b>	<b>\$15,080.82</b>	<b>\$3,250.00</b>	<b>\$55,948.38</b>

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	1	2	3	4	5	
Contract Number	60J13 (1503)	66A19 (1499)	61E47 (1636)	62C84 (1658)	61C48 (1637)	
Contract With	Copenhaver	D Construction	D Construction	Peter Baker & Son	Berger Excavating	
Estimated Completion Date	10/26/18	TBD	TBD	TBD	TBD	
Total Contract Price	12,496.70	12,025.50	19,960.90	246,864.75	7,564.05	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	12,496.70	10,275.50	19,960.90	191,425.10	7,564.05	241,722.25
Total Value of All Work						\$1,793,842.18

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal	1,367.40					1,367.40
Preform Plastic Pavement Markings						
Pavement Markings (Multi - Polymer)						
Pavement Marking Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	3,832.50	5,100.00	7,560.00	78,963.50		95,456.00
Pavement Markings (Polyurea)		5,175.50				5,175.50
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	7,296.80		12,400.90	112,461.60	7,564.05	139,723.35
Totals	\$12,496.70	\$10,275.50	\$19,960.90	\$191,461.60	\$7,564.05	\$241,722.25

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	1	2	3	4	5	
Contract Number	61E29 (1676)	62C74 (1656)	62C17 (1626)	61E30 (1506)	89699 (1508)	
Contract With	Plote	Peter Baker & Son	Lorig	PT Ferro	Sangamo	
Estimated Completion Date	TBD	TBD	TBD	TBD	10/31/2018	
Total Contract Price	18,317.25	105,030.50	114,391.05	10,824.00	10,972.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	18,317.25	43,420.50	7,619.19	10,824.00	10,972.00	91,152.94
Total Value of All Work						\$1,884,995.12

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal	2,122.50			180.00		2,302.50
Preform Plastic Pavement Markings						
Pavement Markings (Multi – Polymer)						
Pavement Marking Grooving					3,792.00	3,792.00
Pavement Markings (Epoxy)	3,373.00					3,373.00
Raised Reflective Pavement Markers		33,642.00			2,000.00	35,642.00
Pavement Markings (Polyurea)		9,778.50	7,619.19	2,250.00		19,647.69
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)					5,180.00	5,180.00
Pavement Markings (Thermo)	12,821.75			8,394.00		21,215.75
Totals	\$18,317.25	\$43,420.50	\$7,619.19	\$10,824.00	\$10,972.00	\$91,152.94

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# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	61E78 (1694)	61D47 (1596)	62F26 (1616)	25-18 (1650)	IL-30 (1519)	
Contract With	A Lamp Concrete	RW Duntelman	Payne & Dolan	Davis Concrete	Swallow	
Estimated Completion Date	11/30/2018	8/06/2021	TBD	TBD	TBD	
Total Contract Price	9,704.80	89,236.50	92,365.40	8,006.75	3,862.84	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	9,704.80	89,236.50	32,835.00	8,006.75	3,862.84	143,645.89
Total Value of All Work						\$2,028,641.01

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal	2,364.30					2,364.30
Preform Plastic Pavement Markings						
Pavement Markings (Multi – Polymer)						
Pavement Marking Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers		22,650.00	32,835.00			55,485.00
Pavement Markings (Polyurea)		45,866.90		4,644.00		50,510.90
Pavement Markings (Paint)				3,362.75	1,366.84	4,729.59
Pavement Markings (Mod Urethane)	7,340.50					7,340.50
Pavement Markings (Thermo)		20,719.60			2,496.00	23,215.60
Totals	\$9,704.80	\$89,236.50	\$32,835.00	\$8,006.75	\$3,862.84	\$143,645.89

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	1	2	3	4	5	
Contract Number	Riverside (1701)	61E98 (1705)	61D82 (1708)	61E00 (1707)	61C86 (1606)	
Contract With	Lenny Hoffman	JA Johnson	D Construction	PT Ferro	Plote	
Estimated Completion Date	TBD	TBD	TBD	TBD	TBD	
Total Contract Price	2,475.00	27,559.00	25,207.50	33,681.10	14,855.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	2,475.00	27,559.00	17,766.82	33,681.10	14,855.80	96,337.72
Total Value of All Work						\$2,124,978.73

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preform Plastic Pavement Markings						
Pavement Markings (Multi - Polymer)						
Pavement Marking Grooving			7,486.25			7,486.25
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers		13,552.00	5,825.00	9,065.00		28,442.00
Pavement Markings (Polyurea)				6,445.50		6,445.50
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	2,475.00	14,007.00	4,455.57	18,170.60	14,855.80	53,963.97
Totals	\$2,475.00	\$27,559.00	\$17,766.82	\$33,681.10	\$14,855.80	\$96,337.72

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# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	60D20 (1619)	62F57 (1716)	61F14 (1714)	61E67 (1718)	46903 (1720)	
Contract With	Arrow Road	R.W. Duntelman	Arrow Road	R.W. Duntelman	N-Trak Group	
Estimated Completion Date	TBD	TBD	TBD	TBD	TBD	
Total Contract Price	84,506.20	186,322.45	29,633.52	14,478.64	27,775.28	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	41,969.18	186,322.45	29,633.52	14,478.64	27,775.28	300,179.07
Total Value of All Work						\$2,425,157.80

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preformed Plastic Pavement Markings		4,656.00				4,656.00
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving		2,910.00				2,910.00
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	37,323.00	60,716.00				98,039.00
Pavement Markings (Polyurea)	4,025.50					4,025.50
Pavement Markings (Paint)					27,775.28	27,775.28
Pavement Markings (Mod Urethane)		6,464.00		14,478.64		20,942.64
Pavement Markings (Thermo)	620.68	111,576.45	29,633.52			141,830.65
Totals	\$41,969.18	\$186,322.45	\$29,633.52	\$14,478.64	\$27,775.28	\$300,179.07

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# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	62C71 (1715)	62G91 (1713)	62F57 (1716)	8766 (1477)	61E16 (1677)	
Contract With	D Construction	Iroquois	RW Dunteman	Plote	Plote	
Estimated Completion Date	TBD	TBD	TBD	TBD	TBD	
Total Contract Price	51,780.03	27,614.25	178,756.00	34,515.92	24,846.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	51,780.03	27,614.25	178,756.45	9,953.37	19,084.25	287,188.35
Total Value of All Work						\$2,712,346.15

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal						
Preformed Plastic Pavement Markings						
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers	14,900.00	12,182.50	60,716.00	9,953.37		97,751.87
Pavement Markings (Polyurea)						
Pavement Markings (Paint)						
Pavement Markings (Mod Urethane)			6,464.00			6,464.00
Pavement Markings (Thermo)	36,880.03	15,431.75	111,576.45		19,084.25	182,972.48
Totals	\$51,780.03	\$27,614.25	\$178,756.45	\$9,953.37	\$19,084.25	\$287,188.35

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	1	2	3	4	5	
Contract Number	1319 (1719)	62G07 (1728)	61F30 (1721)	62F23 (1722)	61F00 (1723)	
Contract With	City of Moline	Mys, Incorporated	Plote	JA Johnson	Plote	
Estimated Completion Date	8/30/2019	TBD	TBD	TBD	TBD	
Total Contract Price	136,200.00	3,445.50	14,962.50	75,278.50	26,760.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	136,200.00					136,200.00
Uncompleted Dollar Value if Firm is the Subcontractor		3,445.50	14,962.50	75,278.50	26,760.80	120,447.30
Total Value of All Work						\$2,968,993.45

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal	400.00	55.50				455.50
Preformed Plastic Pavement Markings						
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving						
Pavement Markings (Epoxy)						
Raised Reflective Pavement Markers				17,500.00		17,500.00
Pavement Markings (Polyurea)						
Pavement Markings (Paint)	135,800.00					135,800.00
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)		3,390.00	14,962.50	57,778.50	26,760.80	102,891.80
Totals	\$136,200.00	\$3,445.50	\$14,962.50	\$75,278.50	\$26,760.80	\$256,647.30

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# Illinois Department of Transportation

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	1	2	3	4	5	
Contract Number	19003 (1724)	79558 (1725)	61F24 (1729)	61E15	V19-05 (1727)	
Contract With	A Lamp	MQ Sewer&Water	K-Five	Martman	Village of Niles	
Estimated Completion Date	TBD	TBD	TBD	TBD	4/30/2019	
Total Contract Price	3,096.00	22,968.65	24,526.50	21,063.10	37,628.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					37,628.00	37,628.00
Uncompleted Dollar Value if Firm is the Subcontractor	3,096.00	22,968.65	24,526.50	21,063.10		71,654.25
Total Value of All Work						\$3,078,275.70

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal		1,232.28	2,580.00	8,730.00		12,542.28
Preformed Plastic Pavement Markings					37,628.00	37,628.00
Pavement Markings (Multi-Polymer)						
Pavement Markings Grooving						
Pavement Markings (Epoxy)				9,533.10		9,533.10
Raised Reflective Pavement Markers						
Pavement Markings (Polyurea)						
Pavement Markings (Paint)			903.00			903.00
Pavement Markings (Mod Urethane)						
Pavement Markings (Thermo)	3,096.00	21,736.37	21,043.50	2,800.00		48,675.87
Totals	\$3,096.00	\$22,968.65	\$24,526.50	\$21,063.10	\$37,628.00	\$109,282.25

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	Awards Pending	Awards Pending	Awards Pending	Awards Pending	Awards Pending	
Contract Number	61F28	61F42	18-023	FY19&FY20	2019 Pavement	
Contract With	Curran	Curran	Naperville	Bloomington	Grayslake	
Estimated Completion Date	TBD	TBD	3/31/2020	6/30/2019	TBD	
Total Contract Price	24,633.39	58,456.49	72,740.00	104,558.28	7,987.92	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			72,740.00	104,558.28	7,987.92	185,286.20
Uncompleted Dollar Value if Firm is the Subcontractor	24,633.39	58,456.49				83,089.88
Total Value of All Work						\$3,346,651.78

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal		8,409.24				8,409.24
Preformed Plastic Pavement Markings						
Pavement Markings (Multi Polymer)						
Pavement Markings (Grooving)		24,521.25				24,521.25
Pavement Markings (Epoxy)			13,825.00			13,825.00
Raised Reflective Pavement Markers				5,900.00		5,900.00
Pavement Markings (Polyurea)						
Pavement Markings (Paint)			9,185.00			9,185.00
Pavement Markings (Mod Urethane)	24,633.39			15,119.68		39,753.07
Pavement Markings (Thermo)		25,526.00	49,730.00	83,538.60	7,987.92	166,782.52
Totals	\$24,633.39	\$58,456.49	\$72,740.00	\$104,558.28	\$7,987.92	\$268,376.08

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# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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	Awards Pending	Awards Pending	Awards Pending	Awards Pending	Awards Pending	
Contract Number	19040	62G58	64K59	62F49		
Contract With	Wilmette	JA Johnson	Civil Constructors	D Construction		
Estimated Completion Date	TBD	TBD	TBD	TBD		
Total Contract Price	482,975.90	36,505.56	26,576.80	178,362.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	482,975.90					482,975.90
Uncompleted Dollar Value if Firm is the Subcontractor		36,505.56	26,576.80	178,362.00		241,444.36
					Total Value of All Work	\$4,071,072.04

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Marking Removal	8,655.25					8,655.25
Preformed Plastic Pavement Markings	3,850.00					3,850.00
Pavement Markings (Multi Polymer)						
Pavement Markings (Grooving)	2,250.00					2,250.00
Pavement Markings (Epoxy)	90,023.75					90,023.75
Raised Reflective Pavement Markers	850.00	16,500.00		67,914.00		85,264.00
Pavement Markings (Polyurea)						
Pavement Markings (Paint)	44,857.50					44,857.50
Pavement Markings (Mod Urethane)	10,512.50		26,576.80	4,000.00		41,089.30
Pavement Markings (Thermo)	321,976.90	20,005.56		106,448.00		448,430.46
Totals	\$482,975.90	\$36,505.56	\$26,576.80	\$178,362.00		\$724,420.26

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# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	Awards Pending	Awards Pending	Awards Pending	Awards Pending	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						842,090.10
Uncompleted Dollar Value if Firm is the Subcontractor						3,228,981.94
Total Value of All Work						\$4,071,072.04

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Pavement Making Removal						57,362.67
Preform Plastic Pavement Markings						110,241.93
Pavement Markings (Multi – Polymer)						269,171.15
Pavement Marking Grooving						260,750.75
Pavement Markings (Epoxy)						119,454.85
Raised Reflective Pavement Markers						759,916.89
Pavement Markings (Polyurea)						350,388.41
Pavement Markings (Paint)						232,751.88
Pavement Markings (Mod Urethane)						120,769.51
Pavement Markings (Thermo)						1,790,264.00
<b>Totals</b>						<b>\$4,071,072.04</b>

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**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
this 10th day of April, 2019

Type or Print Name Billy J. Salazar, Corporate Secretary  
Officer or Director Title

Signed

*Billy J. Salazar*

Company

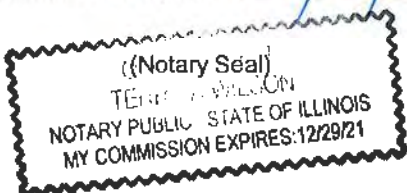
Precision Pavement Markings, Inc.

Address

PO Box 705

Elgin, IL 60121

Notary Public  
My commission expires 12/29/21







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

**– M E M O R A N D U M –**

DATE: April 17, 2019

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Pavement Marking Bid - Thermoplastic*

---

Bids were opened on April 11, 2019 for contracted service for thermoplastic pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, as well as the communities of Algonquin, Cary, Crystal Lake, Huntley and McHenry.

There were 5 bidders on the project with Superior Road Striping coming in the lowest at \$114,990.66 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$22,147.00. \$40,000 is budgeted in MFT Funds for pavement marking services.

4" line (combination of white & yellow)	30,000 linear feet
12" line (combination of white & yellow)	1,000 linear feet
24" line (combination of white & yellow)	500 linear feet
Letters and symbols	500 square feet
Grinding Removal before replacement	12,490 square feet

Superior Road Striping had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid. We have used this company for the past 2 years to perform our pavement marking services and have been satisfied with their work.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Superior Road Striping to perform painting services for the 2019/20 fiscal year.



# McHenry County Division of Transportation

## Bid Tabulation

19-00000-05-GM

Thermoplastic Pavement Markings: Group 1 - McHenry County

4/11/2019 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Marking Specialists Corporation		Superior Road Striping, Inc.		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	185,068	\$0.51	\$94,384.68	\$0.56	\$103,638.08	\$0.47	\$86,981.96	\$0.55	\$101,787.40
	Thermo Pvt Mkgs-Line 6"	ft	3,111	\$0.90	\$2,799.90	\$1.20	\$3,733.20	\$0.65	\$2,022.15	\$0.90	\$2,799.90
	Thermo Pvt Mkgs-Line 8"	ft	400	\$1.42	\$568.00	\$1.60	\$640.00	\$1.00	\$400.00	\$1.85	\$740.00
	Thermo Pvt Mkgs-Line 12"	ft	1,119	\$1.80	\$2,014.20	\$2.40	\$2,685.60	\$1.30	\$1,454.70	\$1.85	\$2,070.15
	Thermo Pvt Mkgs-Line 24"	ft	682	\$4.85	\$3,307.70	\$4.80	\$3,273.60	\$3.75	\$2,557.50	\$3.90	\$2,659.80
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	1,357.6	\$4.95	\$6,720.12	\$3.45	\$4,683.72	\$3.50	\$4,751.60	\$3.90	\$5,294.64
	Pvt Mkg-Removal	sq ft	67,291.0	\$0.85	\$57,197.35	\$0.45	\$30,280.95	\$0.25	\$16,822.75	\$0.35	\$23,551.85
	<b>TOTAL</b>				\$166,991.95		\$148,935.15		\$114,990.66		\$138,903.74

Low bid

Item No.	Items	Unit	Engineer's Estimate			AC Pavement Striping		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	185,068	\$0.51	\$94,384.68	\$0.55	\$101,787.40	\$0.43	\$79,579.24
	Thermo Pvt Mkgs-Line 6"	ft	3,111	\$0.90	\$2,799.90	\$0.79	\$2,457.69	\$0.85	\$2,644.35
	Thermo Pvt Mkgs-Line 8"	ft	400	\$1.42	\$568.00	\$1.09	\$436.00	\$1.40	\$560.00
	Thermo Pvt Mkgs-Line 12"	ft	1,119	\$1.80	\$2,014.20	\$1.69	\$1,891.11	\$1.50	\$1,678.50
	Thermo Pvt Mkgs-Line 24"	ft	682	\$4.85	\$3,307.70	\$3.90	\$2,659.80	\$4.00	\$2,728.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	1,357.6	\$4.95	\$6,720.12	\$3.90	\$5,294.64	\$4.00	\$5,430.40
	Pvt Mkg-Removal	sq ft	67,291.0	\$0.85	\$57,197.35	\$0.94	\$63,253.54	\$0.49	\$32,972.59
	<b>TOTAL</b>				\$166,991.95		\$177,780.18		\$125,593.08

### Bidders

Marking Specialists Corporation  
**Superior Road Striping, Inc.**  
 AC Pavement Striping Company  
 Roadsafe Traffic Systems, Inc  
 Maintenance Coatings Company

114 High Road, Unit 1 Cary, IL 60013  
**1980 N. Hawthorne Ave Melrose Park, IL 60160**  
 695 Church Road Elgin, IL  
 12225 Disk Drive Romeooville, IL 60046  
 543 Woodbury Street South Elgin, IL 60177



# McHenry County Division of Transportation

## Bid Tabulation

19-00000-05-GM

Thermoplastic Pavement Markings: Group 2 - Local Agencies

4/11/2019 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Marking Specialists Corporation		Superior Road Striping, Inc.		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	158,780	\$0.51	\$80,977.80	\$0.62	\$98,443.60	\$0.47	\$74,626.60	\$0.55	\$87,329.00
	Thermo Pvt Mkgs-Line 6"	ft	25,259	\$0.90	\$22,733.10	\$1.28	\$32,331.52	\$0.70	\$17,681.30	\$0.90	\$22,733.10
	Thermo Pvt Mkgs-Line 8"	ft	100	\$1.42	\$142.00	\$1.71	\$171.00	\$1.00	\$100.00	\$1.85	\$185.00
	Thermo Pvt Mkgs-Line 12"	ft	7,023	\$1.80	\$12,641.40	\$2.56	\$17,978.88	\$1.40	\$9,832.20	\$1.85	\$12,992.55
	Thermo Pvt Mkgs-Line 24"	ft	3,047	\$4.85	\$14,777.95	\$5.12	\$15,600.64	\$3.50	\$10,664.50	\$3.90	\$11,883.30
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	4,447.6	\$4.95	\$22,015.62	\$3.55	\$15,788.98	\$3.50	\$15,566.60	\$3.90	\$17,345.64
	Pvt Mkg-Removal	sq ft	52,231.0	\$0.85	\$44,396.35	\$0.45	\$23,503.95	\$0.25	\$13,057.75	\$0.35	\$18,280.85
	<b>TOTAL</b>				\$197,684.22		\$203,818.57		\$141,528.95		\$170,749.44

Low Bid

Item No.	Items	Unit	Engineer's Estimate			AC Pavement Striping		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	158,780	\$0.51	\$80,977.80	\$0.55	\$87,329.00	\$0.65	\$103,207.00
	Thermo Pvt Mkgs-Line 6"	ft	25,259	\$0.90	\$22,733.10	\$0.79	\$19,954.61	\$1.20	\$30,310.80
	Thermo Pvt Mkgs-Line 8"	ft	100	\$1.42	\$142.00	\$1.09	\$109.00	\$1.30	\$130.00
	Thermo Pvt Mkgs-Line 12"	ft	7,023	\$1.80	\$12,641.40	\$1.69	\$11,868.87	\$2.50	\$17,557.50
	Thermo Pvt Mkgs-Line 24"	ft	3,047	\$4.85	\$14,777.95	\$3.90	\$11,883.30	\$5.00	\$15,235.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	4,447.6	\$4.95	\$22,015.62	\$3.90	\$17,345.64	\$5.00	\$22,238.00
	Pvt Mkg-Removal	sq ft	52,231.0	\$0.85	\$44,396.35	\$0.94	\$49,097.14	\$0.65	\$33,950.15
	<b>TOTAL</b>				\$197,684.22		\$197,587.56		\$222,628.45

### Bidders

Marking Specialists Corporation	114 High Road, Unit 1	Cary, IL 60013
<b>Superior Road Striping, Inc.</b>	<b>1980 N. Hawthorne Ave</b>	<b>Melrose Park, IL 60160</b>
AC Pavement Striping Company	695 Church Road	Elgin, IL
Roadsafe Traffic Systems, Inc	12225 Disk Drive	Romeoville, IL 60046
Maintenance Coatings Company	543 Woodbury Street	South Elgin, IL 60177



## McHenry County Division of Transportation

### Bid Tabulation

19-00000-05-GM

Thermoplastic Pavement Markings: Group 3 - Urethane Pavement Markings

4/11/2019 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Marking Specialists Corporation		Superior Road Striping, Inc.		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Modified Urethane Pvt Mkgs - Line 4"	ft	12,205	\$0.85	\$10,374.25	\$1.75	\$21,358.75	\$1.35	\$16,476.75	\$0.72	\$8,787.60
	Modified Urethane Pvt Mkgs - Line 6"	ft	951	\$1.75	\$1,664.25	\$2.95	\$2,805.45	\$1.50	\$1,426.50	\$2.00	\$1,902.00
	Modified Urethane Pvt Mkgs - Line 8"	ft	496	\$2.35	\$1,165.60	\$3.93	\$1,949.28	\$2.00	\$992.00	\$4.00	\$1,984.00
	Modified Urethane Pvt Mkgs - Line 12"	ft	257	\$4.00	\$1,028.00	\$5.90	\$1,516.30	\$4.00	\$1,028.00	\$8.00	\$2,056.00
	Modified Urethane Pvt Mkgs - Line 24"	ft	413	\$5.50	\$2,271.50	\$11.80	\$4,873.40	\$10.00	\$4,130.00	\$9.00	\$3,717.00
	Modified Urethane Pvt Mkgs - Ltrs & Sym	sq ft	322.4	\$6.00	\$1,934.40	\$5.85	\$1,886.04	\$8.00	\$2,579.20	\$9.00	\$2,901.60
	<b>TOTAL</b>				\$18,438.00		\$34,389.22		\$26,632.45		\$21,348.20

Item No.	Items	Unit	Engineer's Estimate			AC Pavement Striping		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Modified Urethane Pvt Mkgs - Line 4"	ft	12,205	\$0.85	\$10,374.25	\$0.50	\$6,102.50	\$1.35	\$16,476.75
	Modified Urethane Pvt Mkgs - Line 6"	ft	951	\$1.75	\$1,664.25	\$0.68	\$646.68	\$1.50	\$1,426.50
	Modified Urethane Pvt Mkgs - Line 8"	ft	496	\$2.35	\$1,165.60	\$0.88	\$436.48	\$2.50	\$1,240.00
	Modified Urethane Pvt Mkgs - Line 12"	ft	257	\$4.00	\$1,028.00	\$2.50	\$642.50	\$3.00	\$771.00
	Modified Urethane Pvt Mkgs - Line 24"	ft	413	\$5.50	\$2,271.50	\$4.25	\$1,755.25	\$6.00	\$2,478.00
	Modified Urethane Pvt Mkgs - Ltrs & Sym	sq ft	322.4	\$6.00	\$1,934.40	\$4.25	\$1,370.20	\$6.00	\$1,934.40
	<b>TOTAL</b>				\$18,438.00		\$10,953.61		\$24,326.65

Low Bid

\*Corrected from bid

#### Bidders

Marking Specialists Corporation	114 High Road, Unit 1	Cary, IL 60013
Superior Road Striping, Inc.	1980 N. Hawthorne Ave	Melrose Park, IL 60160
<b>AC Pavement Striping Company</b>	<b>695 Church Road</b>	<b>Elgin, IL</b>
Roadsafe Traffic Systems, Inc	12225 Disk Drive	Romeoville, IL 60046
Maintenance Coatings Company	543 Woodbury Street	South Elgin, IL 60177



## McHenry County Division of Transportation

### Bid Tabulation

19-00000-05-GM

Thermoplastic Pavement Markings: Group 4 - Hot Spray Thermoplastic Pavement Markings

4/11/2019 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Marking Specialists Corporation		Superior Road Striping, Inc.		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Hot Spray Thermoplastic Pvt Mkg - Line 4"	ft	140,239	\$0.25	\$35,059.75	\$0.29	\$40,669.31	\$0.22	\$30,852.58	\$0.32	\$44,876.48
	Hot Spray Thermoplastic Pvt Mkg - Line 6"	ft	14,807	\$0.35	\$5,182.45	\$0.45	\$6,663.15	\$0.25	\$3,701.75	\$0.54	\$7,995.78
	<b>TOTAL</b>				\$40,242.20		\$47,332.46		\$34,554.33		\$52,872.26

Low Bid

Item No.	Items	Unit	Engineer's Estimate			AC Pavement Striping		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Hot Spray Thermoplastic Pvt Mkg - Line 4"	ft	140,239	\$0.25	\$35,059.75	\$0.30	\$42,071.70	\$0.28	\$39,266.92
	Hot Spray Thermoplastic Pvt Mkg - Line 6"	ft	14,807	\$0.35	\$5,182.45	\$0.42	\$6,218.94	\$0.50	\$7,403.50
	<b>TOTAL</b>				\$40,242.20		\$48,290.64		\$46,670.42

#### Bidders

Marking Specialists Corporation  
**Superior Road Striping, Inc.**  
 AC Pavement Striping Company  
 Roadsafe Traffic Systems, Inc  
 Maintenance Coatings Company

114 High Road, Unit 1      Cary, IL 60013  
**1980 N. Hawthorne Ave      Melrose Park, IL 60160**  
 695 Church Road      Elgin, IL  
 12225 Disk Drive      Romeoville, IL 60046  
 543 Woodbury Street      South Elgin, IL 60177





**Illinois Department  
of Transportation**

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

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

STATE OF ILLINOIS

COUNTY OF McHenry

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

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 19-00000-05-GM

TYPES OF FUNDS MFT

☐ MATERIAL PROPOSAL

☒ DELIVER & INSTALL PROPOSAL

☒ SPECIFICATIONS (required)

☐ PLANS (if applicable)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☒ Released for bid based on limited review

Joseph R. Karpieski Jr.  
Regional Engineer

March 19, 2019

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

Joseph R. Karpieski Jr.  
County Engineer/Superintendent of Highways

March 19, 2019

Date

County Engineer

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

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



# RETURN WITH BID

## NOTICE TO BIDDERS

County McHenry  
Local Public Agency McHenry County  
Section Number 19-00000-05-GM  
Route Various

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

16111 Nelson Road Woodstock, IL 60098

Address

until

10:00 AM

Time

on

April 11, 2019

Date

- Plans and proposal forms will be available in the office of McHenry County Division of Transportation  
https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/doing-business/bid-documents  
Address
- ☒ Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
- The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 19-00000-05-GM".

By Order of McHenry County Board

(Awarding Authority)

03/19/2019

Date

Joseph R. Korpalski, Jr, P.E.

(County Engineer/Superintendent of Highways/Municipal Clerk)

### Material Proposal or Deliver & Install Proposal

To McHenry County Board

(Awarding Authority)

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

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2019, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

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

Discounts will not be considered in determining the low bidder.

Bidder Superior Road Striping, Inc.

By

Address 1980 N. Hawthorne Ave

Title

(Signature)

Joseph Vard, V.P.





**Illinois Department  
of Transportation**

**Apprenticeship or Training  
Program Certification**

**Return with Bid**

Route Various  
County McHenry  
Local Agency McHenry County  
Section 19-00000-05-GM

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

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

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

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
Local 786



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

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

Bidder:

Superior Road Striping Inc

By:



(Signature)

Address:

1980 N. Hawthorne Ave  
Melrose Park, IL 60160

Title:

Joseph Yacobi, V.P.



[illegible]

or attempting to bribe an officer or employee of the  
duct which is a matter of record, nor has an official,  
on behalf of the firm and pursuant to the direction or  
further certifies that it is not barred from contracting  
ate laws prohibiting bid-rigging or bid rotating.

\_\_\_\_\_  
Signature of Bidder

1980 N. Hawthorne Ave  
\_\_\_\_\_  
Address



[illegible]

Signature of Bidder  
1980 D. Hawthorne Ave  
Address



[illegible]

or attempting to bribe an officer or employee of the  
 nduct which is a matter of record, nor has an official,  
 on behalf of the firm and pursuant to the direction or  
 further certifies that it is not barred from contracting  
 ate laws prohibiting bid-rigging or bid rotating.

\_\_\_\_\_  
 Signature of Bidder

1930 N. Hawthorne Ave  
 \_\_\_\_\_  
 Address



[illegible]

Signature of Bidder  
1980 N. Hawthorne Ave  
Address





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4-11-19

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	60T75					
Contract With	Berger	Peter Baker	Peter Baker	Curran		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	91,237.00	13,260.00	83,418.00	526,747.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	91,237.00	13,260.00	83,418.00	261,110.00		\$449,025.00
Total Value of All Work						\$449,025.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	35,322.00		29,541.00	74,855.00		\$139,718.00
Fencing			1,012.00			\$1,012.00
Guardrail	24,376.00					\$24,376.00
Painting				109,575.00		\$109,575.00
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	25,144.00	13,260.00	49,020.00	4,469.00		\$91,893.00
Other Construction (List)	6,395.00		3,845.00	72,211.00		\$82,451.00
						\$ 0.00
Totals	\$91,237.00	\$13,260.00	\$83,418.00	\$261,110.00		\$449,025.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number		62D65	62D16	62D64		
Contract With	Geneva Const	JA Johnson	K-Five	K-Five		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	22,378.00	61,719.00	81,915.00	78,162.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	22,378.00	61,719.00	51,683.00	78,162.00		\$213,942.00
Total Value of All Work						\$213,942.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing	12,648.00					\$12,648.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	2,530.00	32,799.00	35,383.00	45,601.00		\$116,313.00
Other Construction (List)	7,200.00	28,920.00	16,300.00	32,561.00		\$84,981.00
						\$ 0.00
Totals	\$22,378.00	\$61,719.00	\$51,683.00	\$78,162.00		\$213,942.00

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# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	61E80	61E05	60L71	60L72		
Contract With	K-Five	Plote	TSI	TSI		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	6,056.00	43,970.00	144,218.00	93,125.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	6,056.00	43,970.00	144,218.00	20,736.00		\$214,980.00
Total Value of All Work						\$214,980.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing		17,708.00	61,774.00			\$79,482.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	6,056.00	17,315.00	36,766.00			\$60,137.00
Other Construction (List)		8,947.00	45,678.00	20,736.00		\$75,361.00
						\$ 0.00
Totals	\$6,056.00	\$43,970.00	\$144,218.00	\$20,736.00		\$214,980.00

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Springfield, Illinois 62764

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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	46476	46486	46481	46484		
Contract With	Idot	Idot	Idot	Idot		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	762,500.00	649,500.00	278,325.00	357,143.75		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	762,500.00	649,500.00	278,325.00	357,143.75		\$2,047,468.75
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$2,047,468.75

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction		25,000.00				\$25,000.00
Landscaping						
Fencing		349,500.00				\$349,500.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	762,500.00	275,000.00				\$1,037,500.00
Other Construction (List)			278,325.00	357,143.75		\$635,468.75
						\$ 0.00
Totals	\$762,500.00	\$649,500.00	\$278,325.00	\$357,143.75		\$2,047,468.75

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	46485	46482	46483			
Contract With	Idot	Idot	Idot			
Estimated Completion Date	2019	2019	2019			
Total Contract Price	371,418.75	1,114,318.75	579,618.75			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	371,418.75	1,114,318.75	579,618.75			\$2,065,356.25
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$2,065,356.25

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	371,418.75	1,114,318.75	579,618.75			\$2,065,356.25
						\$ 0.00
Totals	\$371,418.75	\$1,114,318.75	\$579,618.75			\$2,065,356.25

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 4/11/2019

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### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,112,825.00					\$4,112,825.00
Uncompleted Dollar Value if Firm is the Subcontractor	877,947.00					\$877,947.00
Total Value of All Work						\$4,990,772.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	25,000.00					\$25,000.00
Landscaping	139,718.00					\$139,718.00
Fencing	442,642.00					\$442,642.00
Guardrail	24,376.00					\$24,376.00
Painting	109,575.00					\$109,575.00
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	1,305,843.00					\$1,305,843.00
Other Construction (List)	2,943,618.00					\$2,943,618.00
						\$ 0.00
Totals	\$4,990,772.00					\$4,990,772.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 2 day of April, 2019

Type or Print Name JOAN YARIO

PRESIDENT

Officer or Director

Title

Signed

Joan Yario

Notary Public

My commission expires 02/23/2020

Company SUPERIOR ROAD STRIPING, INC.

Address 1980 N. HAWTHORNE AVE

MELROSE PARK, IL 60160







## Local Agency Proposal Bid Bond

Section 19-00000-05-GM

### RETURN WITH BID

## PAPER BID BOND

Date \_\_\_\_\_




SURETY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS   )  
COUNTY OF COOK) ss:

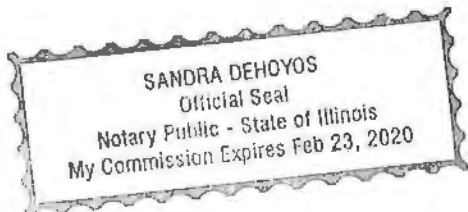
On this **11th** day of **April** in the year **2019**, before me personally came **Sharon A. Foulk**, to me known, who, being by me duly sworn, did depose and say that she resides in **Island Lake, Illinois**; that he is the **ATTORNEY-IN-FACT** of **The Guarantee Company of North America USA**, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.




  
\_\_\_\_\_  
Notary Public  
Karen E. Socha, Exp. 1/13/2020

STATE OF ILLINOIS   )  
COUNTY OF DUPAGE) ss:

On this **11th** day of **April** in the year **2019** before me personally came **Joan Yario**, to me known, who, being by me duly sworn, did depose and say he/she resides in **Bensenville, Illinois** and that she is the **President** of the **Superior Road Striping, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of said corporation and that he signed his/her name thereto by like order.



  
\_\_\_\_\_  
Notary Public  
Sandra De Hoyos, Exp. 2/23/2020





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

Bond No. Bid Bond  
Principal: Superior Road Striping, Inc.  
Obligee: McHenry County Division Transportation

**POWER OF ATTORNEY**

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

*Sharon A. Foulk*

*Arthur J Gallagher Risk Management Services, Inc.*

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

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

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

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

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

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

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

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



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

My Commission Expires February 27, 2024  
Acting in Oakland County

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

*Cynthia A. Takai*

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11th day of April, 2019.

*Randall Musselman*

Randall Musselman, Secretary





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

**– M E M O R A N D U M –**

DATE: May 3, 2019

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2019 Material and Maintenance Items Expenditures*

---

Please find attached the MFT resolution and Municipal Estimate of Maintenance Cost for the purchase of salt, de-icing liquid and asphalt as well as for the contracted maintenance items of concrete (sidewalk, driveway apron, curb) removal and replacement, asphalt bike path repair, pavement marking, street sweeping, storm sewer cleaning, and street light maintenance for calendar year 2019. These are materials and services that public works estimates we will be using during this calendar year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials and maintenance activities performed on Village owned streets. Once the resolution is passed, IDOT allocates this money towards our motor fuel tax fund balance.

Therefore, it is the recommendation of public works that the Committee of the Whole take action to move this matter forward to the Village Board to pass a resolution allocating the sum of \$1,308,700.00 towards MFT maintenance expenses.





**Estimate of Maintenance Costs**

Submittal Type **Original**

Local Public Agency

County

Section Number

Beginning

Maintenance Period

Ending

Village of Algonquin

McHenry

19-00000-00-GM

01/01/19

12/31/19

**Maintenance Items**

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
(I) Snow/Ice Removal	I	No	Rock Salt	Ton	4,100	\$75.00	\$307,500.00	\$307,500.00
McHenry Co DOT Bid								
(II) Snow/Ice Removal	I	No	Liquid De-Icer	Gal	16,000	\$1.45	\$23,200.00	\$23,200.00
(III) Concrete Repairs	IV	No	Outside Contractor	SqFt	40,000	\$7.00	\$280,000.00	\$280,000.00
Local Bid								
(IV) Resurfacing	IV	No	Asphalt	Ton	3,000	\$48.00	\$144,000.00	\$144,000.00
(V) Bike Path Repairs	IV	No	Outside Contractor	SqYd	8,000	\$20.00	\$160,000.00	\$160,000.00
Local Bid								
(VI) Pavement Marking	IIB	No	Outside Contractor	Lineal Ft	15,000	\$2.00	\$30,000.00	\$30,000.00
McHenry Co DOT Bid								
(VII) Street Sweeping	IIB	No	Outside Contractor	Cycle	14	\$11,000.00	\$154,000.00	\$154,000.00
Local Bid								
(VIII) Storm Sewer Cleaning	IIB	No	Outside Contractor	Each	300	\$200.00	\$60,000.00	\$60,000.00
Local Bid								
(IX) Street Light Maintenance	IIB	No	Outside Contractor	N/A	1	\$150,000.00	\$150,000.00	\$150,000.00
Local Bid								
<b>Total Operation Cost</b>								<b>\$1,308,700.00</b>

Add Row

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	\$23,200.00		\$23,200.00
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)	\$1,285,500.00		\$1,285,500.00
<b>Maintenance Total</b>	<b>\$1,308,700.00</b>		<b>\$1,308,700.00</b>

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering			
Material Testing			
Advertising			
Bridge Inspection Engineering			
<b>Maintenance Engineering Total</b>			
<b>Total Estimated Maintenance</b>	<b>\$1,308,700.00</b>		<b>\$1,308,700.00</b>



**Estimate of Maintenance Costs**

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
<input type="text" value="Village of Algonquin"/>	<input type="text" value="McHenry"/>	<input type="text" value="19-00000-00-GM"/>	<input type="text" value="01/01/19"/>	<input type="text" value="12/31/19"/>

Remarks

**SUBMITTED**

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

**APPROVED**

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>





**Resolution for Maintenance  
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	19-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Algonquin Illinois that there is hereby appropriated the sum of 1,308,700.00  
Governing Body Type Local Public Agency Type Name of Local Public Agency

One million three hundred eight thousand seven hundred an no cents Dollars (                      )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/19 to 12/31/19  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Algonquin  
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Gerald Kautz Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Algonquin in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Algonquin at a meeting held on                       
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this                      day of                       
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date

--	--



## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.  
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



## Instructions for BLR 14222

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Engineering Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.
Category III	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.



#### Category IV

Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

The instructions listed below only apply to the maintenance estimate of cost.

Insp Req	From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.
Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.
Unit	Insert the unit of measure for the material listed to the left, if applicable
Quantity	Insert the quantity of material for the material listed to the left, if applicable.
Unit Cost	Insert the unit cost of the material listed to the left, if applicable.
Cost	No entry necessary, this is a calculated field. This is the quantity times the unit cost.
Total Maintenance Operation Cost Maintenance	Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.
Estimate of Maintenance Costs	Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.
Local Public Agency Labor	Insert the estimated amount for LPA labor for all maintenance operations, if applicable.
Local Public Agency Equipment Rental	Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.
Materials/Contracts (Non Bid Items)	Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	Insert the total amount estimated to be expended on materials/ deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.
Formal Contracts	Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.
Total Estimated Cost	This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.
Total Maintenance Operation Cost	This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.
Total Maintenance Cost	This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.
Maintenance Engineering Cost Summary	Under each item listed below, list under the funding type what the estimated amount to be expended is.
Maintenance Engineering Fee	Insert the dollar amount of funds estimated to be expended for maintenance engineering.
Material Testing Costs	Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.



Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.
These instructions apply to the Maintenance Expenditure Statement.	
Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	This is a calculated field, no entry is necessary. This is the sum of all amounts listed under the field "Operation Engineering Inspection Fee".
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	These are calculated fields, no entry is necessary. The maintenance column is the amount from the Total Maintenance Cost listed above. The maintenance engineering is from the amount listed to the left under the Maintenance Engineering Cost Summary.
Contributions, Refunds, Paid with Other Funds	Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.



Total Motor Fuel Tax Portion	These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.
Total Motor Fuel Tax Funds Authorized	Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.
Surplus/Deficit	These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.
Certification	Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.
End of instructions for Maintenance Expenditure Statement	
Submitted	
Local Public Agency Official	The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.
County Engineer/Superintendent of Highways	For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.
Approved	Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Consultant or County Engineer)
- District File





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

**– M E M O R A N D U M –**

DATE: May 9, 2019

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Concrete Curb, Sidewalk and Driveway Removal & Replacement Bid*

---

Bids were opened on May 6, 2019 for contracted service for concrete curb, sidewalk and driveway removal and replacement. There were 5 bidders on the program which has an option to renew for an additional 2 years.

Per the calculated bids from the unit prices put into the bid sheets, Globe Construction appeared to be the lowest bidder at \$424,500.00. However, Globe contacted me at the end of the day on May 6<sup>th</sup> and stated that they had put an incorrect unit price in their bid tab. For Portland Cement Concrete Driveway Removal & Replacement, they bid the job at \$7.25 per square foot. However, the bid calls for the price of this item to be in square yards. They stated that their corrected price should be \$65.25 per square yard. Putting this corrected number into the bid tab brings their price to \$540,000.00, which still makes them the low bidder.

The Village feels it would be unethical to accept their bid as they are giving the unit price after all the bids have been opened, which allows them to give a unit price that would insure they were still the low bid. Since this contract uses Motor Fuel Tax money, I contacted IDOT for a recommendation. The IDOT rules for bids clearly state the following:

Based on Check Sheet #LRS6.Rejection of Proposals c. states “The Awarding Authority reserves the right to reject any proposal for any of the conditions in “Issuance of Proposal Forms” or for any of the following reasons:

- Unbalanced proposal in which the bid prices for some items are, in the judgement of the Awarding Authority, out of proportion to the bid prices for other items.

Therefore, public works would like to reject the corrected low bid from Globe Construction and award the contract to the second low bidder, Schroeder & Schroeder, for \$553,000.00. We do not want to re-bid the program due to the fact that, once we follow the guidelines for bid advertising and then Board approval, we would not be awarding this contract until the middle of July. That is much too late in the season to begin this much work and contractors are also likely to have their schedules filled and planned with their work for the season. Because of these reasons, we expect a re-bid would garner much higher prices.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Schroeder & Schroeder to perform concrete curb, sidewalk and driveway removal and replacement for the bid price of \$553,000.00.



## CHECK SHEET #LRS6

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

### SPECIAL PROVISION FOR BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002

Revised: January 1, 2015

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.



- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the




## CHECK SHEET #LRS6

summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
-  (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:



Amount Bid		Proposal Guaranty
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to



## CHECK SHEET #LRS6

Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a



copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.”







SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: William P. Maher

Principal: Globe Construction, Inc.

Bond Number: Bid Bond

Obligee: Village of Algonquin

Bond Amount: See Bond Form

Bond Description: IL DOT Local Agency Proposal Bid Bond - 5% BLR 12230 Rev 7-05 UP 1-09 (Bid Bond)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

SS:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of May, 2019.

Jeffrey Goldberg  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company





**Illinois Department  
of Transportation**

## **Certificate of Eligibility**

Globe Construction, Inc.  
1781 Armitage Court Addison, IL 60101

Contractor No 003A

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

\$8,995,000.00

017 CONCRETE CONSTRUCTION

\$3,050,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 1/18/2019 TO 1/31/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 1/18/2019.

*Tim Kell*

Engineer of Construction



RETURN WITH BID



**Illinois Department  
of Transportation**

**Local Public Agency  
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
<i>Globe Construction Inc.</i>		
Contractor's Name		
<i>1781 Armitage ct.</i>		
Street	P.O. Box	
<i>Addison</i>	<i>IL</i>	<i>60101</i>
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry and Kane  
Village of Algonquin  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

2019 Concrete Curb, Sidewalk and Driveway Removal  
 and Replacement  
 STREET NAME OR ROUTE NO. \_\_\_\_\_  
 SECTION NO. 19-00000-00-GM  
 TYPES OF FUNDS MFT

☒ SPECIFICATIONS (required)

☐ PLANS (required)

**For Municipal Projects**  
 Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☐ Released for bid based on limited review

Regional Engineer

Date

**For County and Road District Projects**  
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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



RETURN WITH BID

NOTICE TO BIDDERS

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section Number 19-00000-00-GM  
Route 2019 Concrete Curb,  
Sidewalk and Driveway  
Removal and Replacement

Sealed proposals for the improvement described below will be received at the office of Village of Algonquin, Village Hall  
2200 Harnish Drive, Algonquin, IL 60102 until 10:00 am May 7, 2019  
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Algonquin, Village Hall  
2200 Harnish Drive, Algonquin, IL 60102 at 10:00 am May 7, 2019  
Address Time Date

DESCRIPTION OF WORK

Name 2019 Concrete Curb, Sidewalk and Driveway Removal and Replacement Length: n/a feet ( n/a miles)  
Location Various streets, sidewalks and driveways throughout the Village of Algonquin, Illinois  
Proposed Improvement Concrete curb and gutter removal and replacement, PCC sidewalk removal and replacement, and PCC driveway removal and replacement.

1. Plans and proposal forms will be available in the office of The Village of Algonquin Village Hall, 2200 Harnish Drive,  
Algonquin, IL, 60102 for the sum of Ten Dollars (\$10.00) (Electronic Only). Contact: Lee Fell (847-823-0500).  
Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
- e. BLR 12326: Affidavit of Illinois Business Office



## **RETURN WITH BID**

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals



# RETURN WITH BID

## SCHEDULE OF PRICES

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section 18-00000-00-GM  
Route Various

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total
		424,500

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for BASE BID					
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
1	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	40,000	6.00	240000
2	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	10,000	6.20	62000
3	SIDEWALK REMOVAL	SQ FT	50,000	1.00	50000
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,000	33.00	33000
5	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	2,000	7.25	14500
6	HMA DRIVEWAY PATCHING	SQ YD	100	80.00	8000
7	TREE ROOT PRUNING, 1 TO 10 INCH	EACH	100	75.00	7500
8	TREE ROOT PRUNING, 10 INCH AND OVER	EACH	100	95.00	9500
Bidder's Proposal for BASE BID					424,500

# 424,500.<sup>00</sup>



# RETURN WITH BID

## PROPOSAL

County McHenry and Kane  
 Local Public Agency Village of Algonquin  
 Section Number 19-00000-00-GM  
 2019 Concrete Curb,  
 Sidewalk and Driveway  
 Route Removal and Replacement

1. Proposal of GLOBE CONSTRUCTION, INC

for the improvement of the above section by the construction of \_\_\_\_\_  
Concrete curb and gutter removal and replacement, PCC sidewalk removal and replacement,  
and PCC driveway removal and replacement.

a total distance of n/a feet, of which a distance of n/a feet, ( n/a miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by N/A unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village of Algonquin Clerks Office

The amount of the check is BID BOND ( 5% of bid amount ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: \_\_\_\_\_.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



## RETURN WITH BID

### CONTRACTOR CERTIFICATIONS

County	McHenry and Kane
Local Public Agency	Village of Algonquin
Section Number	19-00000-00-GM
	2019 Concrete Curb, Sidewalk and Driveway
Route	Removal and Replacement

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.





## RETURN WITH BID

Route	-
County	McHenry
Local Agency	Village of Algonquin
Section	19-00000-00-GM

WE \_\_\_\_\_ as PRINCIPAL,  
 and \_\_\_\_\_ as SURETY,

BLR 12230 (Rev. 7/05)



**Affidavit of Availability  
For the Letting of Village of  
Algonquin 2019 Concrete Curb, Sidewalk and Driveway  
Removal and Replacement**

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	VILLAGE OF	CITY OF	CITY OF	VILLAGE OF		
Contract With	HANDOVER PARK	BELVIDERE	WHEATON	WOODRIDGE		
Estimated Completion Date	9/30/19	11/1/19	8/17/19	9/30/19		
Total Contract Price	204,445.-	57,180.00	119,362.00	75,000.-		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	100,000.00	57,180.00	119,362.00	75,000.-		
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving	100,000	57,180.-	119,362.-	75,000.-		351,542.-
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						351,542.-

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 2 day of MAY, 2019

Type or Print Name

PETER MARTIRE - PRESIDENT

Officer or Director

Title

Chloie A. Karolczuk  
Notary Public

Signed

[Signature]

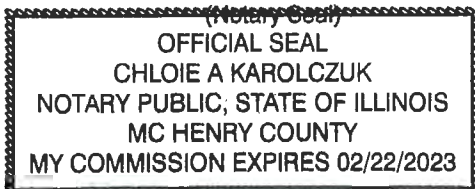
My commission expires 2/22/2023

Company

GLOBE CONSTRUCTION, INC

Address

1781 W ARMITAGE CT  
ADDISON, IL 60101





RETURN WITH BID

SIGNATURES

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section Number 19-00000-00-GM  
2019 Concrete Curb,  
Sidewalk and Driveway  
Route Removal and Replacement

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name GLOBE CONSTRUCTION, INC

Signed By [Signature]

President

Business Address 1781 W ARMITAGE CT  
ADDISON, IL 60101

Insert Names of Officers

President PETER MARTIRE

Secretary JOHN MARTIRE

Treasurer ANGELO MARTIRE

Attest:

[Signature]  
Secretary





# Illinois Department of Transportation

## Apprenticeship or Training Program Certification

Return with Bid

Route	Various
County	McHenry & Kane
Local Agency	Village of Algonquin
Section	19-00000-00-GM

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

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

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

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

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

MIDWEST OPERATING ENGINEERS . LOCAL 150  
CEMENT MASONS LOCAL 502.11  
TEAMSTERS . LOCAL 731  
LABORER'S UNION



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

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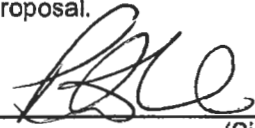
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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report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

Bidder: GLOBE CONSTRUCTION, INC

By:   
(Signature)

Address: 1781 W ARMITAGE CT, ADDISON  
IL 60101

Title: PRESIDENT



RETURN WITH BID



**Affidavit of Illinois Business Office**

County McHenry and Kane  
 Local Public Agency Village of Algonquin  
 Section Number 19-00000-00-RS  
 Route 2019 Concrete Curb, Sidewalk and Driveway Removal and Replacement

State of Illinois )  
 ) ss.  
 County of McHenry and Kane )

I, PETER MARTIRE of ADDISON, ILLINOIS,  
(Name of Affiant) (City of Affiant) (State of Affiant)

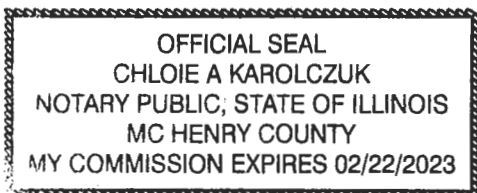
being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of GLOBE CONSTRUCTION, INC.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, GLOBE CONSTRUCTION, INC., will maintain a  
(bidder)  
 business office in the State of Illinois which will be located in DUPAGE County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

  
(Signature)  
PETER MARTIRE  
(Print Name of Affiant)

This instrument was acknowledged before me on 2ND day of MAY, 2019.

(SEAL)



Chloie A. Karolczuk  
(Signature of Notary Public)



# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA    Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-19)

## SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
106 Control of Materials .....	1
107 Legal Regulations and Responsibility to Public .....	2
403 Bituminous Surface Treatment (Class A-1, A-2, A-3) .....	3
404 Micro-Surfacing and Slurry Sealing .....	4
405 Cape Seal .....	15
406 Hot-Mix Asphalt Binder and Surface Course .....	25
420 Portland Cement Concrete Pavement .....	26
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442 Pavement Patching .....	29
502 Excavation for Structures .....	30
503 Concrete Structures .....	32
504 Precast Concrete Structures .....	35
542 Pipe Culverts .....	36
586 Sand Backfill for Vaulted Abutments .....	37
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction .....	39
630 Steel Plate Beam Guardrail .....	40
631 Traffic Barrier Terminals .....	43
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701 Work Zone Traffic Control and Protection .....	45
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888 Pedestrian Push-Button .....	50
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1003 Fine Aggregates .....	52
1004 Coarse Aggregates .....	53
1006 Metals .....	56
1020 Portland Cement Concrete .....	58
1043 Adjusting Rings .....	60
1050 Poured Joint Sealers .....	62
1069 Pole and Tower .....	64
1077 Post and Foundation .....	65
1096 Pavement Markers .....	66
1101 General Equipment .....	67





The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	75
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	78
3	<input type="checkbox"/> EEO	79
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	89
5	<input type="checkbox"/> Required Provisions - State Contracts	94
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	100
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	101
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	102
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	103
10	<input type="checkbox"/> Construction Layout Stakes	106
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	109
12	<input type="checkbox"/> Subsealing of Concrete Pavements	111
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	115
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	117
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	118
16	<input type="checkbox"/> Polymer Concrete	120
17	<input type="checkbox"/> PVC Pipeliner	122
18	<input type="checkbox"/> Bicycle Racks	123
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	125
20	<input type="checkbox"/> Work Zone Public Information Signs	127
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
22	<input type="checkbox"/> English Substitution of Metric Bolts	129
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
25	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	155
27	<input type="checkbox"/> Reserved	157
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	158
29	<input type="checkbox"/> Reserved	164
30	<input type="checkbox"/> Reserved	165
31	<input type="checkbox"/> Reserved	166
32	<input type="checkbox"/> Temporary Raised Pavement Markers	167
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	168
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	171
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	175



The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	179
LRS 2	<input type="checkbox"/> Furnished Excavation	180
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	181
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	182
LRS 5	<input checked="" type="checkbox"/> Contract Claims	183
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	184
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	190
LRS 8	<b>Reserved</b>	196
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	197
LRS 10	<b>Reserved</b>	198
LRS 11	<input checked="" type="checkbox"/> Employment Practices	199
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	201
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	203
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	204
LRS 15	<input checked="" type="checkbox"/> Partial Payments	207
LRS 16	<input type="checkbox"/> Protests on Local Lettings	208
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	209
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	210



**BDE SPECIAL PROVISIONS**  
For the January 18, 2019 and March 8, 2019 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80241	5	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
50261	6	<input type="checkbox"/>	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	7	<input type="checkbox"/>	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	8	<input type="checkbox"/>	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	9	<input type="checkbox"/>	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80404	10	<input type="checkbox"/>	Coarse Aggregate Quality for Micro-Surfacing and Cape Seals	Jan. 1, 2019	
80384	11	<input type="checkbox"/>	Compensable Delay Costs	June 2, 2017	
80198	12	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
80199	13	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	14	<input type="checkbox"/>	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	15	<input type="checkbox"/>	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	16	<input type="checkbox"/>	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	17	<input type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	18	<input type="checkbox"/>	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80029	19	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	April 2, 2018
80402	20	<input type="checkbox"/>	Disposal Fees	Nov. 1, 2018	
80378	21	<input type="checkbox"/>	Dowel Bar Inserters	Jan. 1, 2017	Jan. 1, 2018
* 80405	22	<input type="checkbox"/>	Elastomeric Bearings	Jan. 1, 2019	
80388	23	<input type="checkbox"/>	Equipment Parking and Storage	Nov. 1, 2017	
80229	24	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80304	25	<input type="checkbox"/>	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
80246	26	<input type="checkbox"/>	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	Aug. 1, 2018
* 80406	27	<input type="checkbox"/>	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Projects)	Jan. 1, 2019	
* 80398	28	<input type="checkbox"/>	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Jan. 1, 2019
80399	29	<input type="checkbox"/>	Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018	Nov. 1, 2018
80347	30	<input type="checkbox"/>	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Aug. 1, 2018
* 80383	31	<input type="checkbox"/>	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Jan. 1, 2019
80376	32	<input type="checkbox"/>	Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80392	33	<input type="checkbox"/>	Lights on Barricades	Jan. 1, 2018	
80336	34	<input type="checkbox"/>	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
* 80393	35	<input type="checkbox"/>	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	Jan. 1, 2019
80400	36	<input type="checkbox"/>	Mast Arm Assembly and Pole	Aug. 1, 2018	
80045	37	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80394	38	<input type="checkbox"/>	Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
80165	39	<input type="checkbox"/>	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349	40	<input type="checkbox"/>	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371	41	<input type="checkbox"/>	Pavement Marking Removal	July 1, 2016	
80390	42	<input type="checkbox"/>	Payments to Subcontractors	Nov. 2, 2017	
80389	43	<input type="checkbox"/>	Portland Cement Concrete	Nov. 1, 2017	
80359	44	<input type="checkbox"/>	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
80401	45	<input type="checkbox"/>	Portland Cement Concrete Pavement Connector for Bridge Approach Slab	Aug. 1, 2018	



80300	46	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	47	<input type="checkbox"/>	Progress Payments	Nov. 2, 2013	
34261	48	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	49	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	50	<input type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2019
* 80407	51	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019	
80395	52	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	53	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	54	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
* 80408	55	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80397	56	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	57	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	
80317	58	<input type="checkbox"/>	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80298	59	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
20338	60	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80403	61	<input type="checkbox"/>	Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
* 80409	62	<input type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
* 80410	63	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
80318	64	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80288	65	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	66	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80071	67	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions are in the 2019 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80382	Adjusting Frames and Grates	Articles 602.02(s) and (t), 1043.04, and 1043.05	April 1, 2017	
80366	Butt Joints	Article 406.08(c)	July 1, 2016	
80386	Calcium Aluminate Cement for Class PP-5 Concrete Patching	Article 1001.01(e)	Nov. 1, 2017	
80396	Class A and B Patching	Articles 442.06(a)(1) and (2)	Jan. 1, 2018	Nov. 1, 2018
80377	Portable Changeable Message Signs	Articles 701.20(h) and 1106.02(i)	Nov. 1, 2016	April 1, 2017
80385	Portland Cement Concrete Sidewalk	Article 424.12	Aug. 1, 2017	

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal - Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days



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PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT .....	4
HMA DRIVEWAY PATCHING.....	5

BDE Specifications  
Highway Standards



### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2019 indicated on the Check Sheet included herein; all of which apply to and govern the construction of the 2019 Concrete Curb, Sidewalk and Driveway Removal and Replacement for the Village of Algonquin, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as 2019 Concrete Curb, Sidewalk and Driveway Removal and Replacement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

There will be no work within IDOT right-of-way.

The Local Agency reserves the right to extend this Contract for an additional period of two (2) years. The Contractor, however, shall have the privilege of rejecting an extension of the Contract period. Such rejection shall be made in writing to the Municipality, at least forty-five (45) days prior to the expiration of the Contract period and shall state his/her unwillingness to continue under the same terms and conditions.

#### **Location of Improvement**

These improvements are in various locations throughout the Village of Algonquin, Illinois.

#### **Description of Improvement**

The proposed work includes PCC sidewalk removal and replacement, concrete curb and gutter removal and replacement and PCC driveway removal and replacement.

#### **Traffic Control and Protection**

All necessary traffic control and protection shall be considered incidental to the contract.

#### **Miscellaneous**

Any fences (wood, chain link, dog, etc.), retaining walls, or landscaping items damaged due to construction shall be repaired by the CONTRACTOR at no additional cost to the Village.



**COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

**606.01**      **Description.** This work shall consist of the removal of the existing curb and gutter, the construction of new concrete curb and gutter including all necessary excavation, embankment and subbase granular material, and parkway restoration with topsoil and salt tolerant sodding as shown in the detail on the plans and in accordance with Sections 606, 202, 205, 211, 252, and 311 of the Standard Specifications, (IDOT BD-24) and as specified herein.

**606.06**      **Construction Requirements.** In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. The proposed subbase shall be subbase granular material, Type B of the thickness shown in the typical section in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications. Any existing pavement removed adjacent to the new curb and gutter shall be replaced with Class SI concrete.

Expansion joints shall be placed at a maximum spacing of 60 feet.  
Contraction joints shall be placed at a maximum spacing of 15 feet.  
Expansion joints shall be placed 5' from each side of structures.

Proposed concrete curb and gutter shall be transitioned to existing curb and gutter over a length of 5 feet. This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

The following items are to be considered included in the cost to the curb and gutter removal and replacement.

- Filling gap with concrete between existing pavement and proposed Curb and Gutter Removal and Replacement, Type B-6.12 in accordance with State Standard 606001 if in grind and overlay area.
- Excavation to 12" behind the proposed Back of Curb.
- Suitable backfill materials, CA-6 if beneath driveway or sidewalk. .
- Proposed ¾" preformed expansion joint at concrete sidewalks or driveways.
- 4" earth excavation and replacement with Subbase Granular Material, Type B 4".



- Longitudinal bars, if encountered in the existing curb or curb and gutter, are not to be replaced. Cutting and removing longitudinal bars shall be included.
- Drill and grout 2 #6 epoxy coated dowel bars into the existing curb and gutter.
- Sawcutting of the curb as marked by the resident engineer.
- Parkway restoration with a minimum of 18-inch width of 6" Topsoil and Seeding Class 1A shall be included and be considered incidental to the work described. Any disturbance beyond 18 inches shall be restored with topsoil and seed at no cost to the Owner.

**It is required that any asphalt driveways that are impacted due to concrete removal shall be patched.**

**606.13-  
606.14**

**Method of Measurement and Basis of Payment.** Combination concrete curb and gutter and all excavation, subbase material, Class SI concrete, backfill, topsoil and seeding necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.



**PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND  
REPLACEMENT**

**Description:** This work shall consist of the removal and appropriate off-site disposal of existing Portland Cement Concrete driveway pavement and the construction of new Portland Cement Concrete driveway pavement (and necessary parkway restoration) at various locations as directed by the ENGINEER, in accordance with Sections 211, 252, 301, 351, 406 423, and 1020 of the STANDARD SPECIFICATIONS, and as directed by the ENGINEER.

**Construction Requirements:** The Contractor shall machine-saw a perpendicular clean joint between that portion of the driveway to be removed and that which is going to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Engineer for removal and replacement, he/she will be required to remove and replace that portion at his/her own expense to the satisfaction of the Engineer.

In addition, the CONTRACTOR shall place embankment or excavate in accordance with Sections 202 and 205 of the STANDARD SPECIFICATIONS in order to achieve the finished grades shown on the plans.

The proposed driveway pavement will consist of:

6" Portland Cement Concrete Driveway on 2" of Aggregate Base Course, Type B.

Parkway restoration shall consist of:

Seeding Class 1A on 6" of Topsoil with a 18" minimum width.

All Removal, Excavation, Embankment, High Early Strength Portland Cement Concrete, Aggregate Base Course and Parkway Restoration will not be paid for separately but shall be considered part of this item.

**Method of Measurement and Basis of Payment:** This work will be measured and paid for at the unit price per square foot for PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis of payment.



### **HMA DRIVEWAY PATCHING**

**Description:** This work shall consist of the patching of existing Hot Mix Asphalt driveway pavement and the construction of new Hot Mix Asphalt driveway pavement and parkway restoration at locations stated in the specifications, or as directed by the ENGINEER, in accordance with Sections 301,351, 406 and 440 of the STANDARD SPECIFICATIONS, special provisions for Hot Mix Asphalt, the details shown in the specifications and as directed by the ENGINEER.

**Construction Requirements:** The Contractor shall machine-saw a perpendicular clean joint between that portion of the driveway to be removed and that which is going to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. Prior to replacement with the surface course, the exposed base course shall be shaped, compacted and primed, including the exposed edge of the HMA Surface remaining, to the satisfaction of the ENGINEER.

In addition, the CONTRACTOR shall place embankment or excavate in accordance with Sections 202 and 205 of the STANDARD SPECIFICATIONS in order to achieve the finished grades shown on the plans.

The proposed driveway pavement will consist of:

3" Hot Mix Asphalt Surface Course, Mix "D", N50. The HMA Surface Course shall be installed in two lifts with each lift not less than 1.5".

All removal and Hot Mix Asphalt Surface Course, "Mix D", N50 will not be paid for separately but shall be considered part of this item.

**Method of Measurement and Basis of Payment:** This work will be measured and paid for at the unit price per square yard for HMA DRIVEWAY PATCHING which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis of payment.



## PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

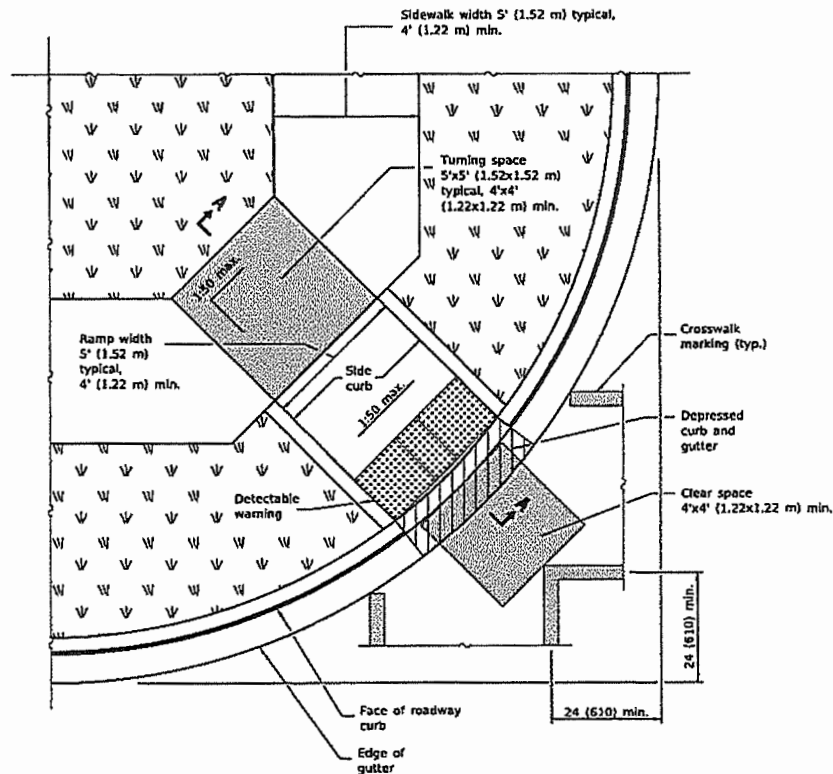
"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching	4.0 - 8.0"
	Bridge Deck Patching (10)	
	PP-1	
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

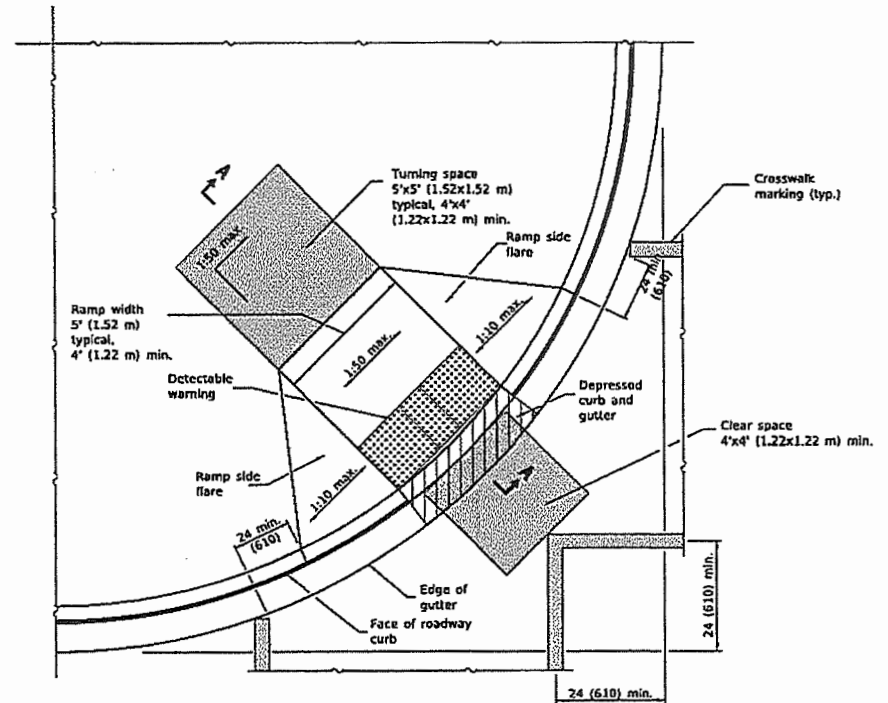
"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

80389





**RAMP IN LANDSCAPED AREA**



**RAMP IN PAVED AREA**

**GENERAL NOTES**

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

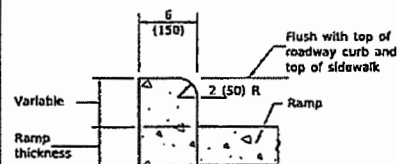
Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

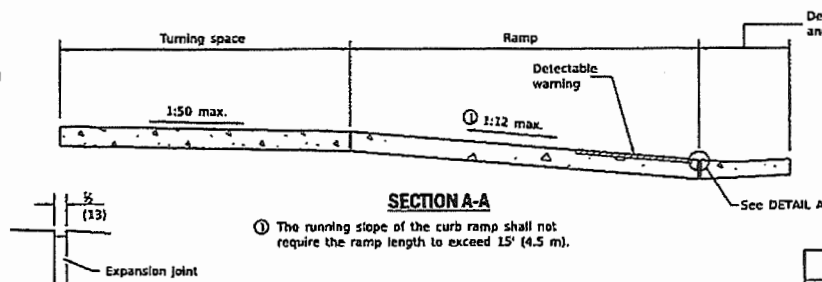
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.



**SIDE CURB DETAIL**



**DETAIL A**

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces.
1-1-15	Changed 'Upper landing' to 'Turning space'. Added note reg. const. turning space.

**DIAGONAL CURB RAMPS FOR SIDEWALKS**

**STANDARD 424006-03**

Illinois Department of Transportation

PASSED January 1, 2018

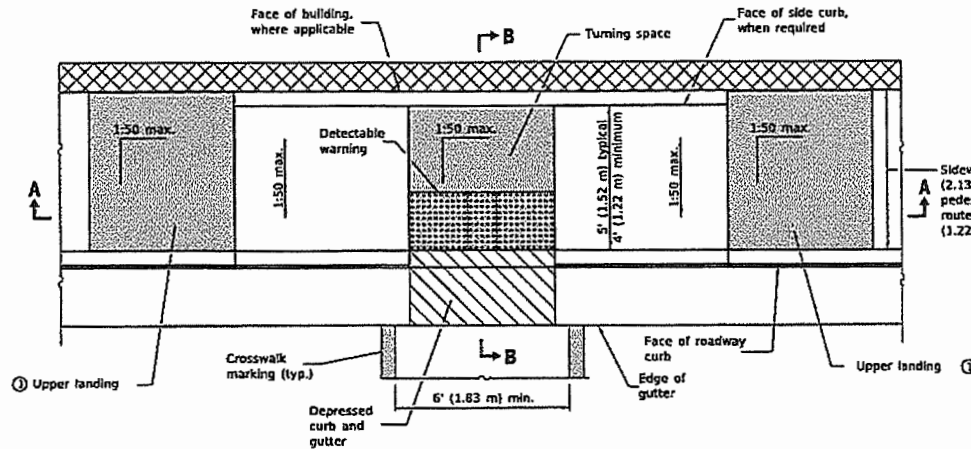
ENGINEER OF POLICE AND PROCEDURES

APPROVED January 1, 2018

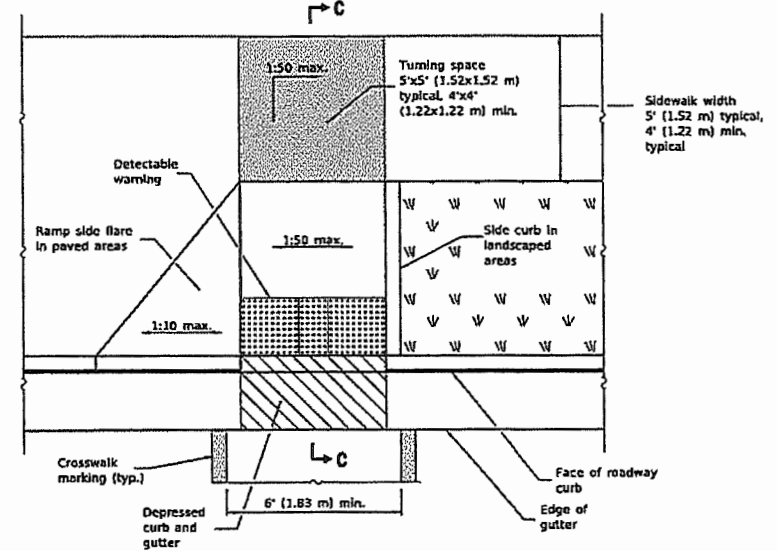
ENGINEER OF DESIGN AND ENVIRONMENT

1510 1-1-12

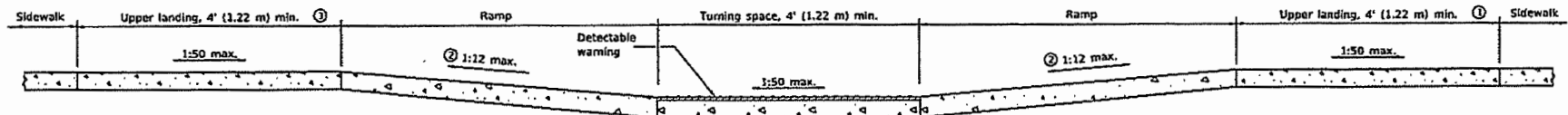




**PARALLEL MID-BLOCK CURB RAMP**

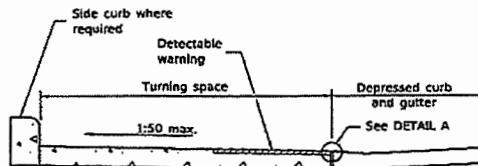


**PERPENDICULAR MID-BLOCK CURB RAMP**

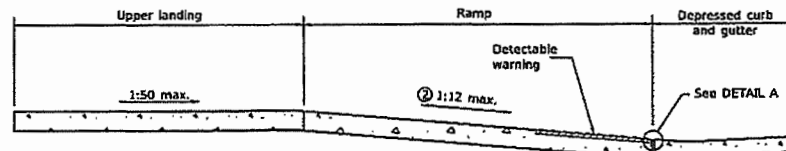


**SECTION A-A**

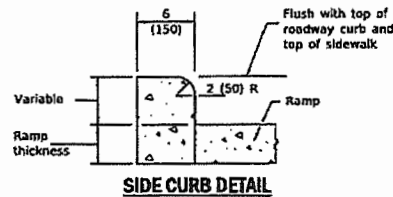
- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



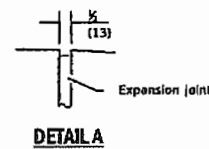
**SECTION B-B**



**SECTION C-C**



**SIDE CURB DETAIL**



**DETAIL A**

### GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 605001 for details of depressed curb adjacent to curb ramp.

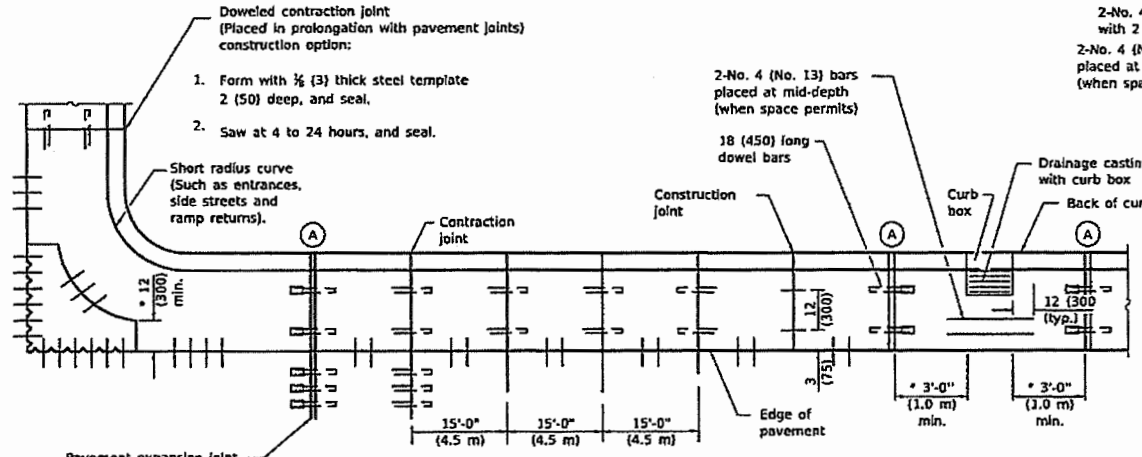
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces and upper landings.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

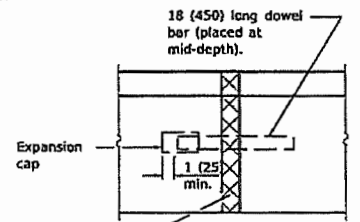
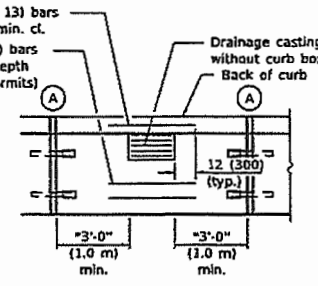
## MID-BLOCK CURB RAMPS FOR SIDEWALKS

**STANDARD 424016-04**

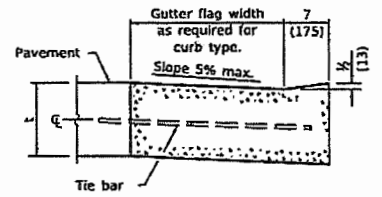




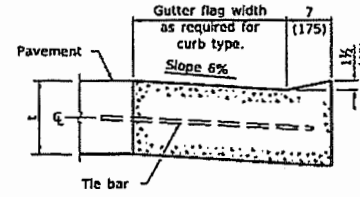
**PLAN**  
**ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE**



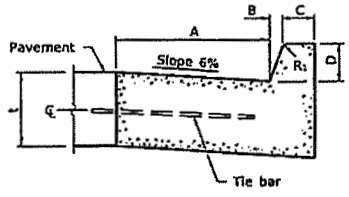
**DETAIL A**  
**EXPANSION JOINT**



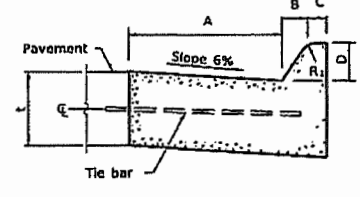
**DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED**



**DEPRESSED CURB (TYPICAL)**



**BARRIER CURB**

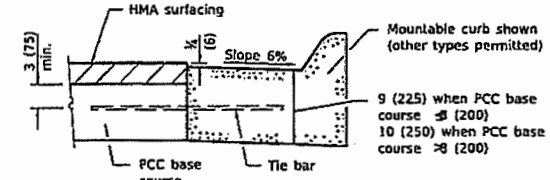


**MOUNTABLE CURB**

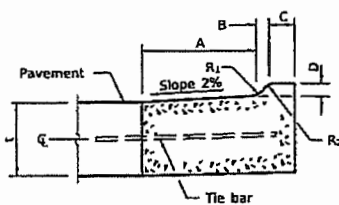
TYPE	A	B	C	D	R <sub>1</sub>
B-6.06	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.30)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

\* For corner islands only.

TYPE	A	B	C	D	R <sub>1</sub>	R <sub>2</sub>
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA



**ADJACENT TO PCC BASE COURSE WITH HMA SURFACING**



**M-2.06 (M-5.15) and M-2.12 (M-5.30)**

**GENERAL NOTES**  
The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.  
t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

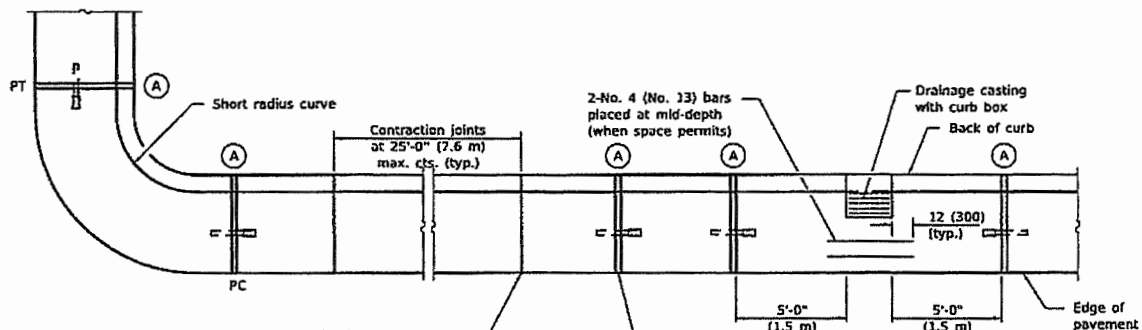
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.
1-1-15	Added B-6.06 (B-15.15) barrier curb and gutter to table (corner islands only).

<b>CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER</b> (Sheet 1 of 2) <b>STANDARD 606001-07</b>
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Illinois Department of Transportation  
PASSED January 1, 2018  
ENGINEER OF POLICY AND PROCEDURES  
APPROVED January 1, 2018  
ENGINEER OF DESIGN AND ENVIRONMENT

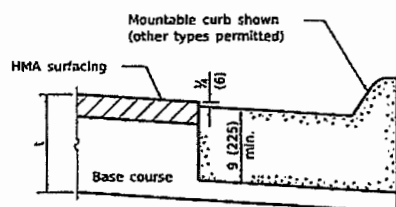




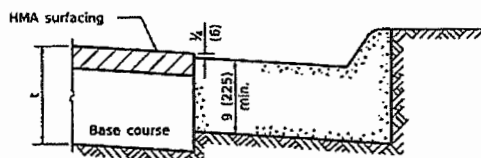
Undoweled contraction joint (typ.)  
construction options:

1. Form with  $\frac{1}{2}$  (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert  $\frac{1}{2}$  (20) thick preformed joint filler full depth and width.

#### PLAN

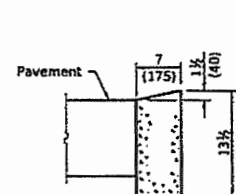


#### ON DISTURBED SUBGRADE

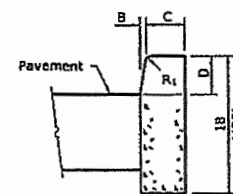


#### ON UNDISTURBED SUBGRADE

#### ADJACENT TO FLEXIBLE PAVEMENT

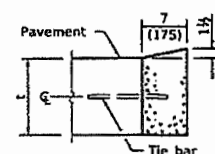


#### DEPRESSED CURB

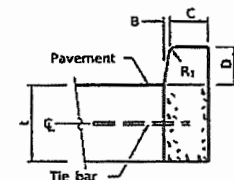


#### BARRIER CURB

#### ADJACENT TO FLEXIBLE PAVEMENT



#### DEPRESSED CURB



#### BARRIER CURB

#### ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

#### CONCRETE CURB TYPE B

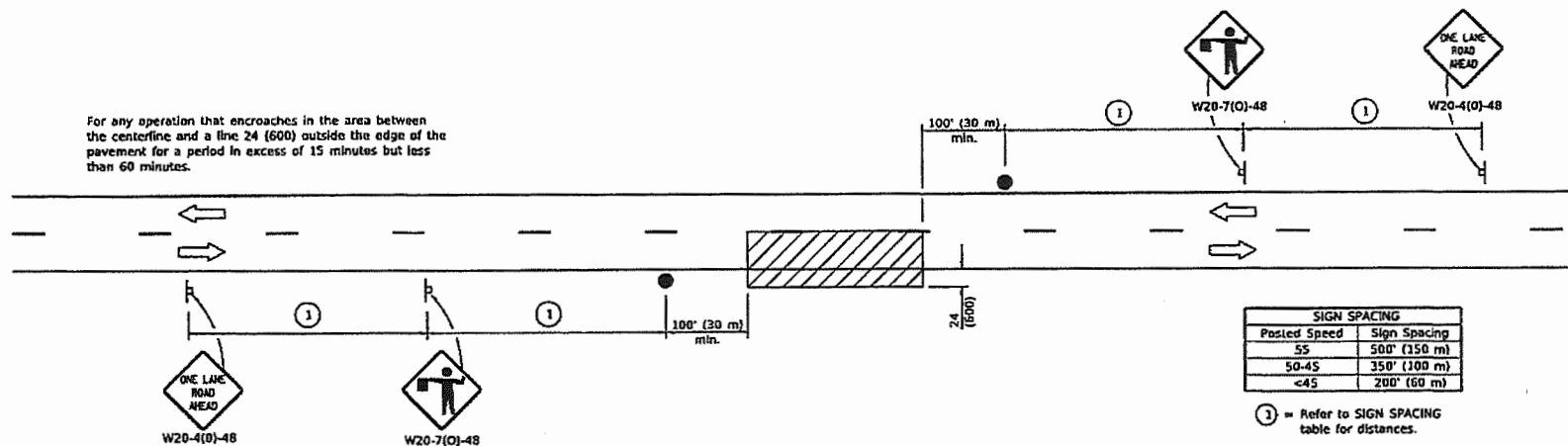
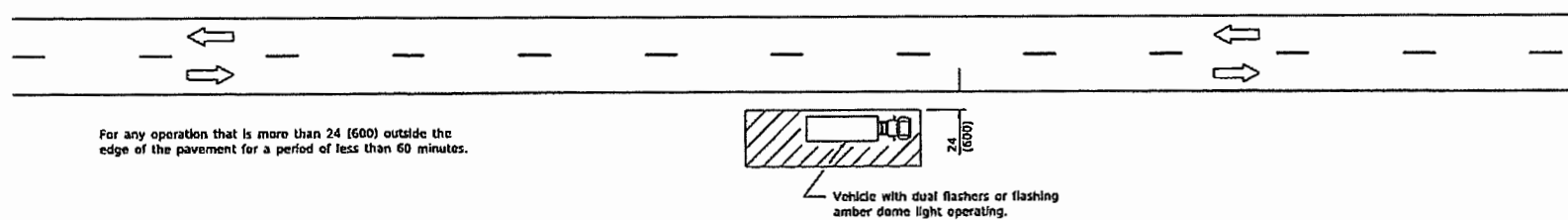
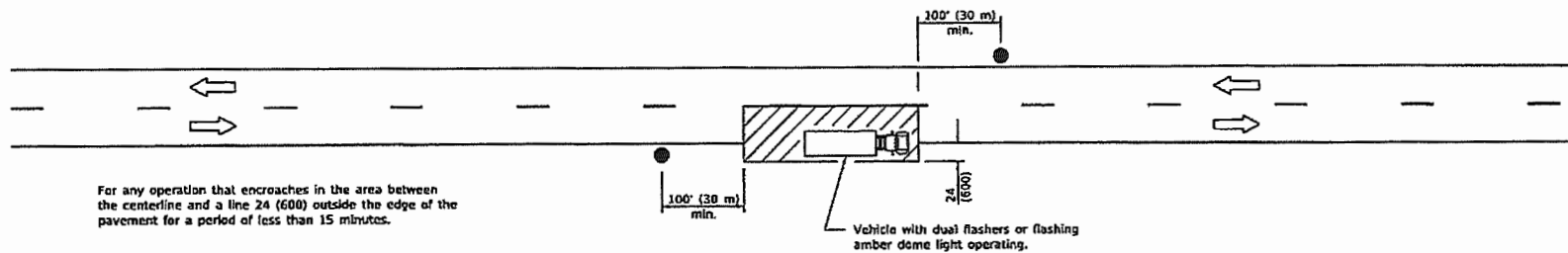
#### CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-07

Illinois Department of Transportation	
PASSED	January 3, 2018
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 3, 2018
ENGINEER OF DESIGN AND ENVIRONMENT	





#### TYPICAL APPLICATIONS

Marking patches  
Field survey  
String line  
Utility operations  
Cleaning up debris on pavement

#### SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

All dimensions are in inches (millimeters) unless otherwise shown.

## LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04

Illinois Department of Transportation

PASSED January 3, 2011

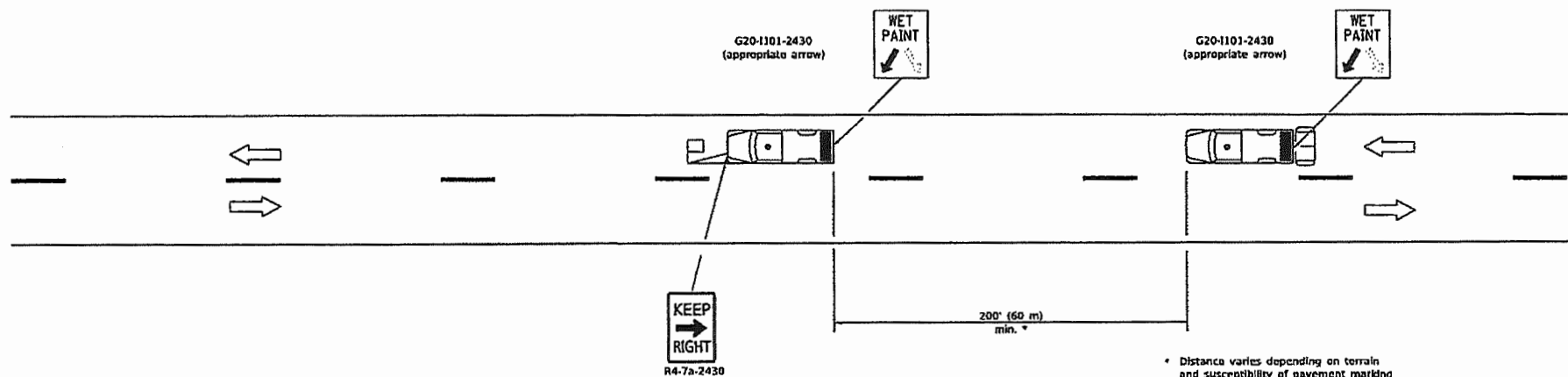
ENGINEER OF SAFETY ENGINEERING

APPROVED January 3, 2011

ENGINEER OF DESIGN AND ENVIRONMENT

1-1-11 0155





#### TYPICAL APPLICATIONS

Landscaping work  
Utility work  
Pavement marking  
Weed spraying  
Roadmeter measurements  
Debris cleanup  
Crack pouring

#### SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

#### GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

All dimensions are in inches (millimeters) unless otherwise shown.

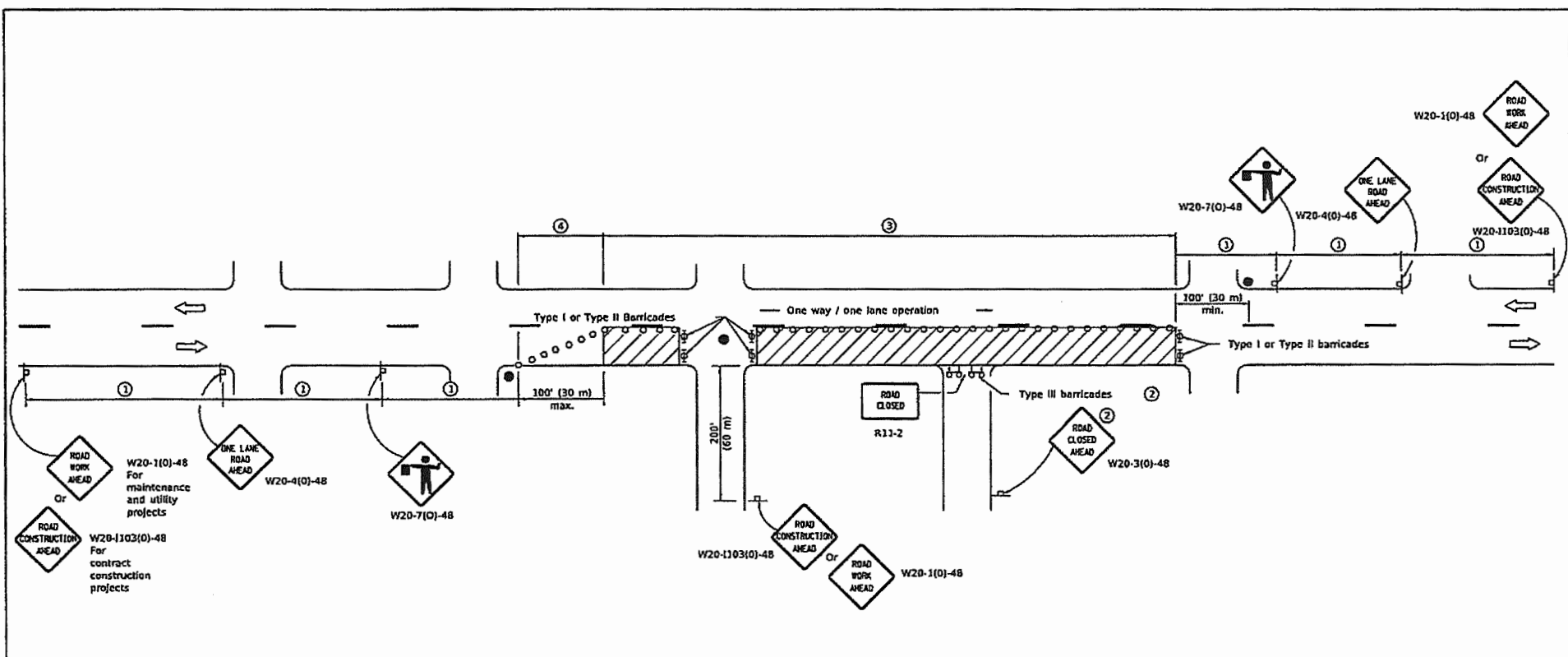
DATE	REVISIONS
1-1-09	Switched units to
	English (metric). Omitted
	Pass With Care sign.
1-1-00	Elim. speed restrictions
	In Standard title.

**LANE CLOSURE 2L, 2W  
MOVING OPERATIONS-  
DAY ONLY**

**STANDARD 701311-03**

Illinois Department of Transportation	
PASSED January 3, 2009 ENGINEER OF OPERATIONS	ISSUED 1-1-07
APPROVED January 3, 2009 ENGINEER OF DESIGN AND ENVIRONMENT	





SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

### SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sidroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

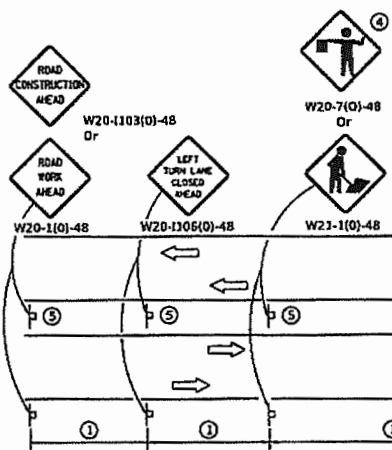
Illinois Department of Transportation	
PASSED	January 1, 2011
ENGINEER OF SAFETY ENGINEERING	
APPROVED	January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

## URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06





#### LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

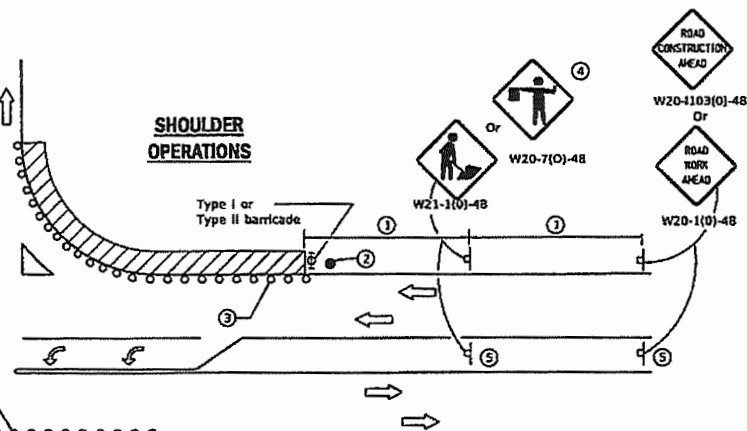
- 1 Refer to SIGN SPACING TABLE for distance.
- 2 Required for speed > 40 mph.
- 3 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- 4 Use flagger sign only when flagger is present.
- 5 Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- 6 Cones, drums or barricades at 20' (6 m) centers in taper.
- 7 Advanced arrow board required for speeds > 45 mph.
- 8 Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

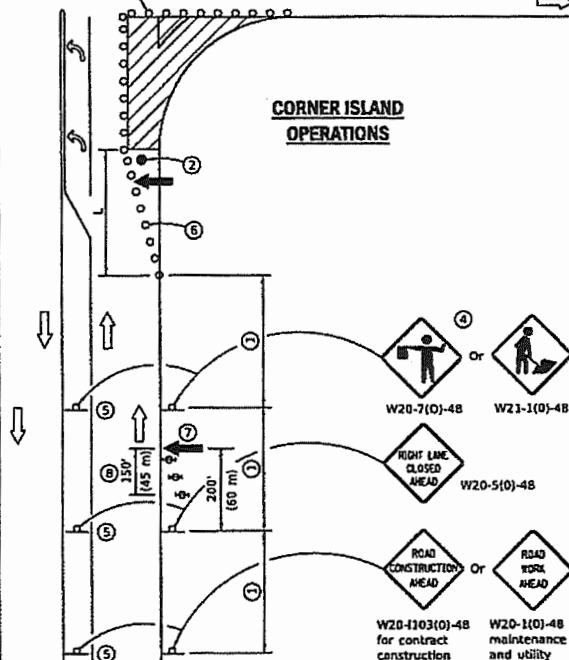
#### SYMBOLS

- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

#### SHOULDER OPERATIONS



#### CORNER ISLAND OPERATIONS



#### GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT

FORMULAS  
English (Metric)

40 mph (70 km/h)  
or less:

$L = \frac{WS^2}{60}$   $L = \frac{WS^2}{150}$

45 mph (80 km/h)  
or greater:

$L = (W)(S)$   $L = 0.65(W)(S)$

W = Width of offset  
in feet (meters).

S = Normal posted speed  
mph (km/h).

All dimensions are in inches (millimeters)  
unless otherwise shown.

DATE	REVISIONS
4-1-16	Corrected sign number for LEFT TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board upstream from taper.
	Rev. workers sign number.

### URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-10

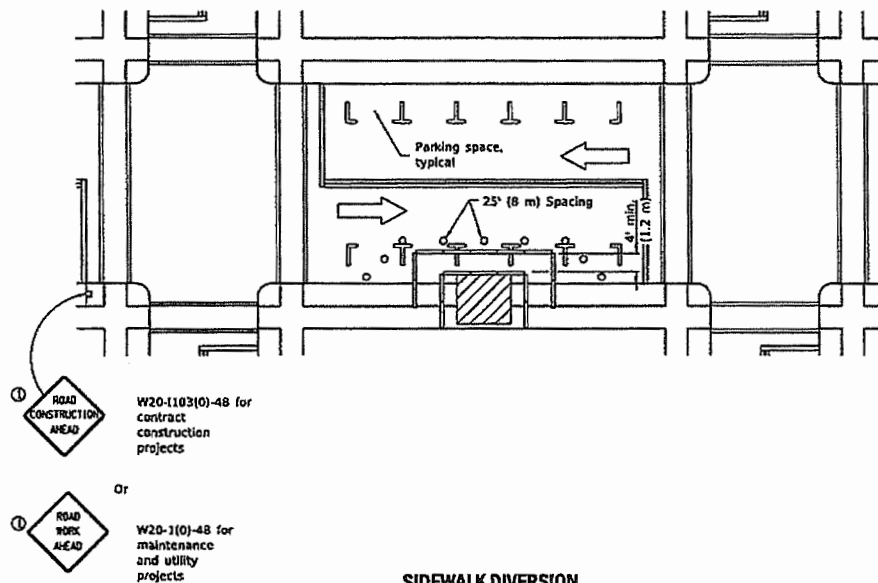
Illinois Department of Transportation

PASSED: *[Signature]* April 1, 2014  
ENGINEER OF SAFETY ENGINEERING

APPROVED: *[Signature]* April 1, 2014  
ENGINEER OF DESIGN AND ENVIRONMENT

REVISION 1-1-17

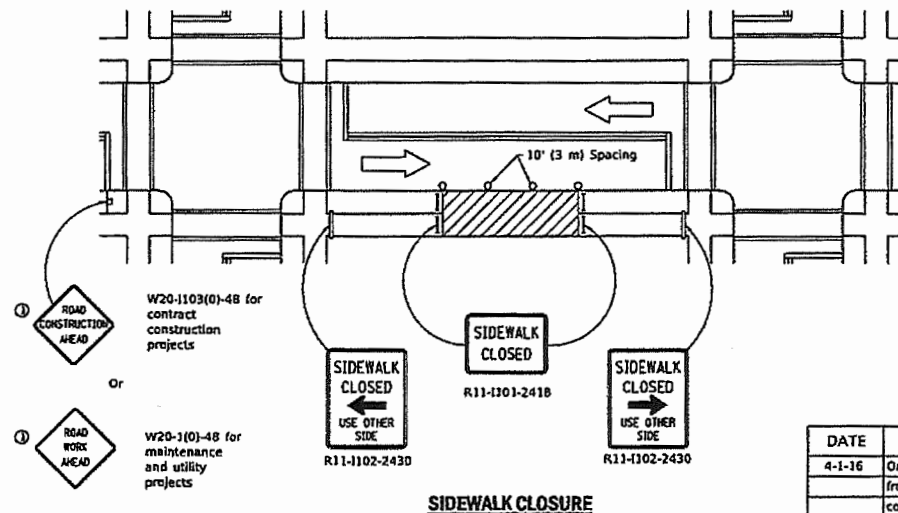




① Omit whenever duplicated by road work traffic control.

# **SYMBOLS**

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



## **GENERAL NOTES**

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

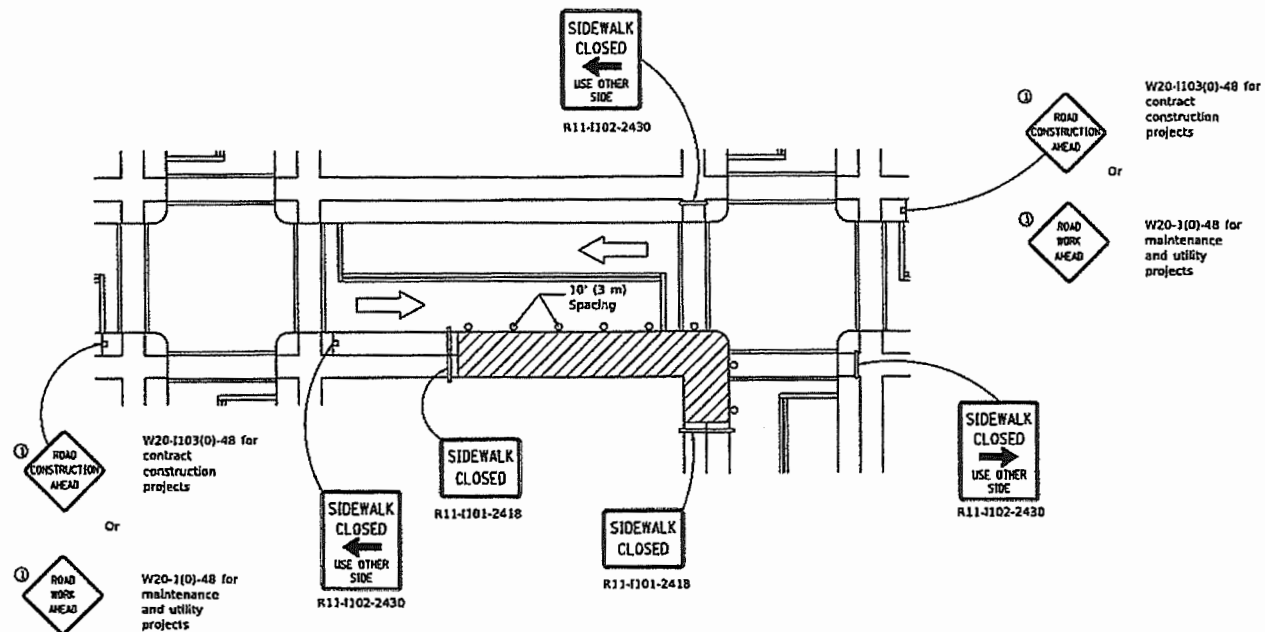
## **SIDEWALK, CORNER OR CROSSWALK CLOSURE**

(Sheet 1 of 2)

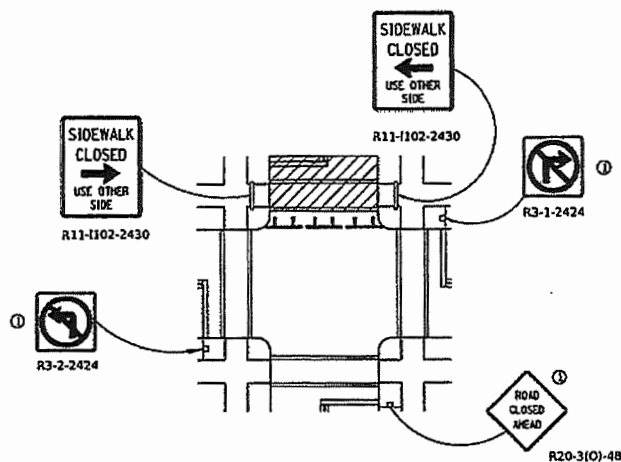
**STANDARD 701801-06**

Illinois Department of Transportation	
PASSED APRIL 1, 2016 ENGINEER OF SAFETY ENGINEERING	APPROVED APRIL 1, 2016 ENGINEER OF DESIGN AND ENVIRONMENT





**CORNER CLOSURE**



**CROSSWALK CLOSURE**

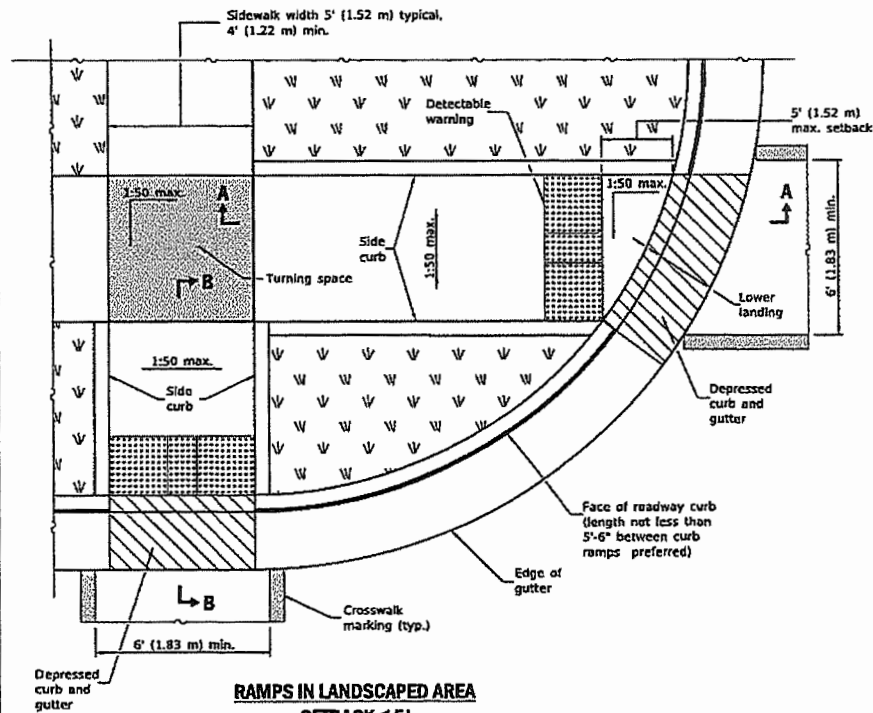
Illinois Department of Transportation	
PASSED <i>[Signature]</i> ENGINEER OF SAFETY ENGINEERING APPROVED <i>[Signature]</i> ENGINEER OF DESIGN AND ENVIRONMENT	DATE: April 1, 2018 ISSUED: 1-1-17

**SIDEWALK, CORNER OR  
CROSSWALK CLOSURE**

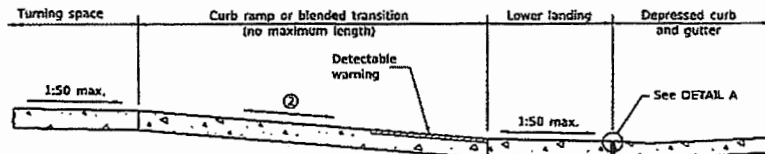
(Sheet 2 of 2)

**STANDARD 701801-06**



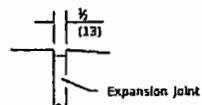


**RAMPS IN LANDSCAPED AREA**  
**SETBACK ≤ 5'**

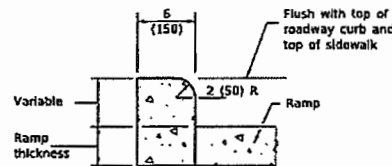


**SECTION A-A**

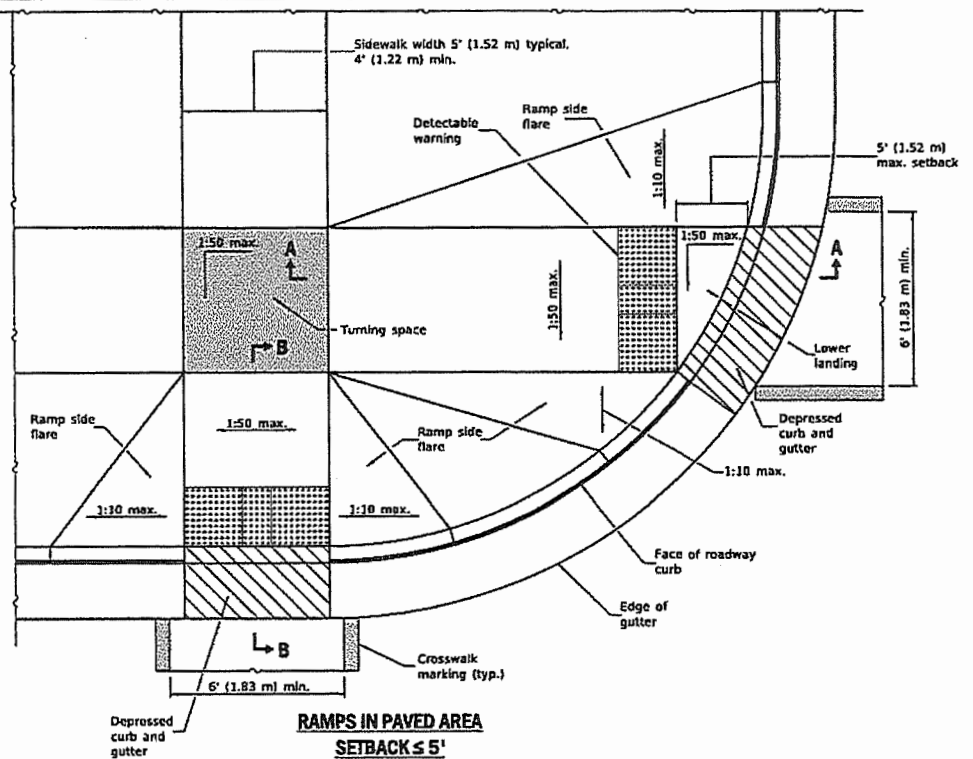
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



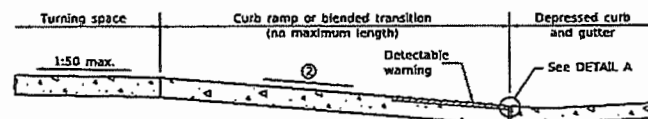
**DETAIL A**



**SIDE CURB DETAIL**



**RAMPS IN PAVED AREA**  
**SETBACK ≤ 5'**



**SECTION B-B**

- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

See Sheet 2 for GENERAL NOTES.

Illinois Department of Transportation	
PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

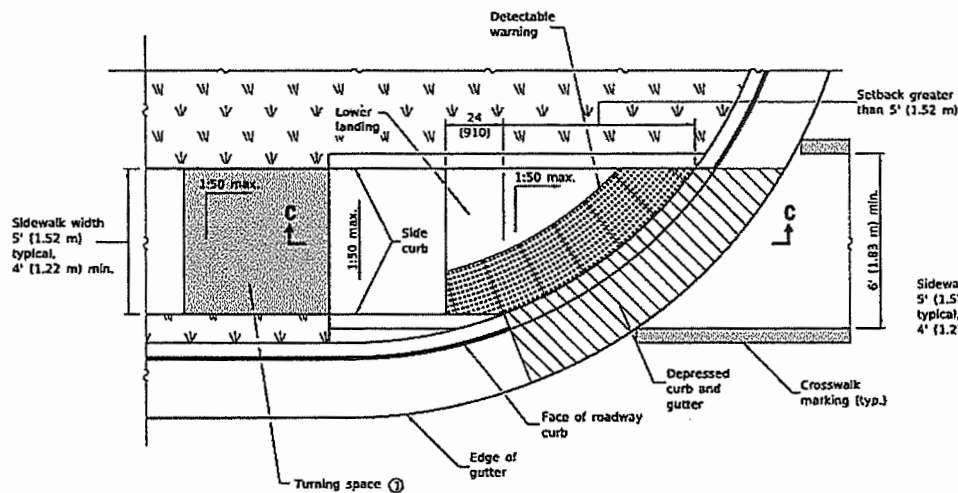
DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

## PERPENDICULAR CURB RAMPS FOR SIDEWALKS

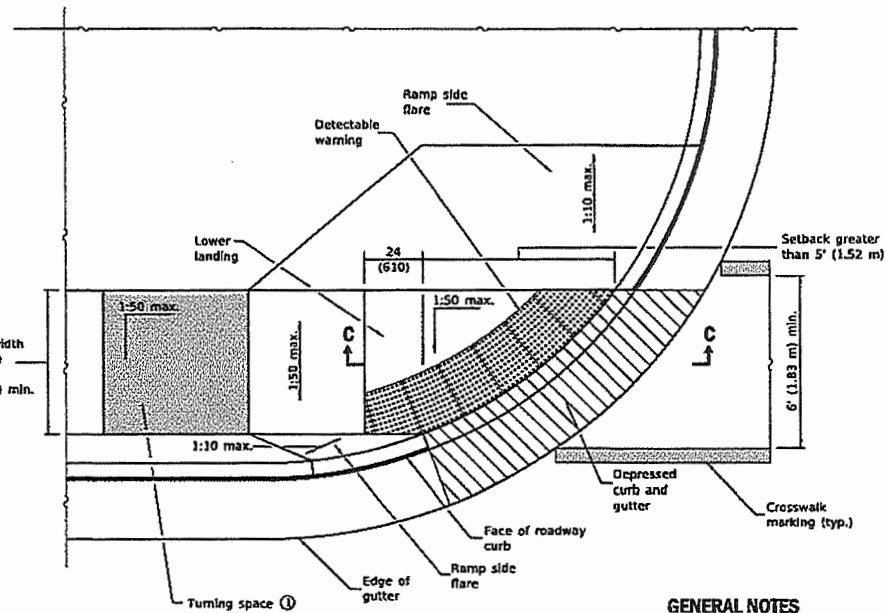
(Sheet 1 of 2)

STANDARD 424001-11

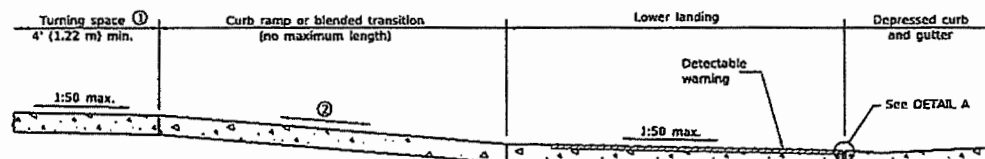




**RAMP IN LANDSCAPED AREA**  
**SETBACK > 5'**



**RAMP IN PAVED AREA**  
**SETBACK > 5'**



**SECTION C-C**

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

**GENERAL NOTES**

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

**Side Border** - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

**Curb Set-Back** - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

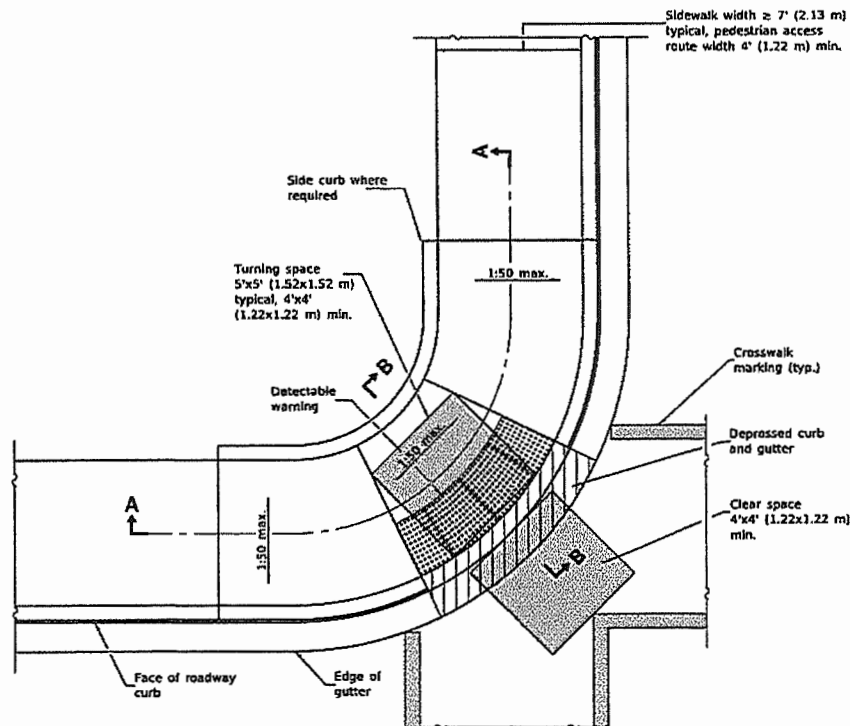
All dimensions are in inches (millimeters) unless otherwise shown.

**PERPENDICULAR CURB RAMPS  
FOR SIDEWALKS**

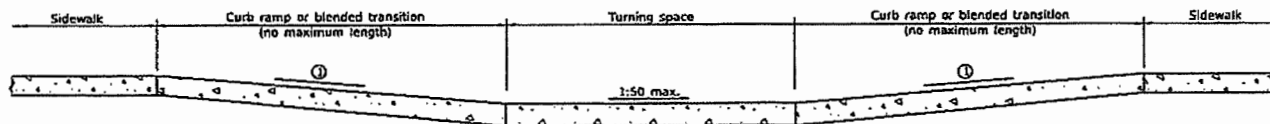
(Sheet 2 of 2)

**STANDARD 424001-11**



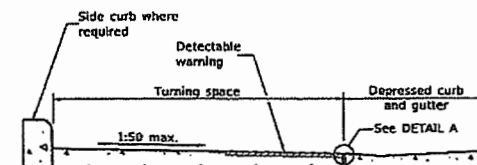


**CORNER PARALLEL CURB RAMP**

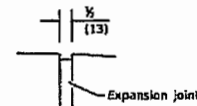


**SECTION A-A**

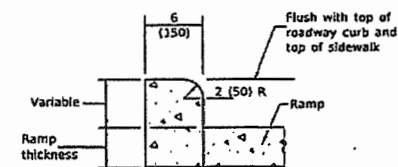
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



**SECTION B-B**



**DETAIL A**



**SIDE CURB DETAIL**

### GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

**Side Border** - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

**Curb Set-Back** - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

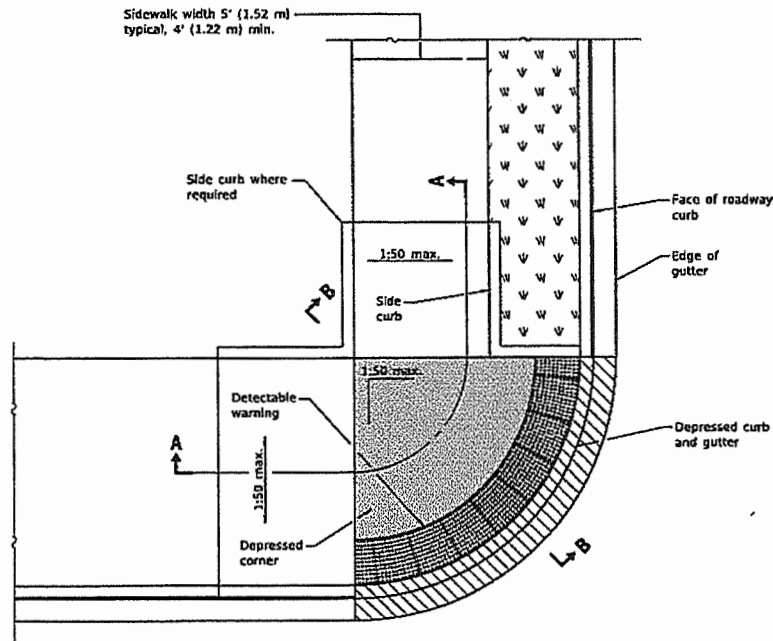
Illinois Department of Transportation	
PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transition and detectable warning tolerances.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

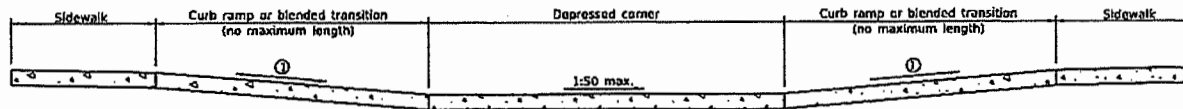
## CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

STANDARD 424011-04



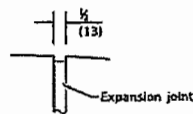


**DEPRESSED CORNER**

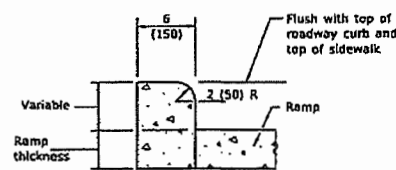


**SECTION A-A**

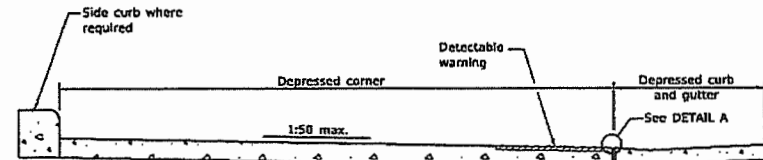
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



**DETAIL A**



**SIDE CURB DETAIL**



**SECTION B-B**

**GENERAL NOTES**

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal tolerances but the following placement tolerances are allowed.

**Side Border** - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

**Curb Set-Back** - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Removed upper landings, added blended transition and detectable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

**DEPRESSED CORNER  
FOR SIDEWALKS**

**STANDARD 424021-05**

Illinois Department of Transportation

PASSED *[Signature]* January 1, 2019

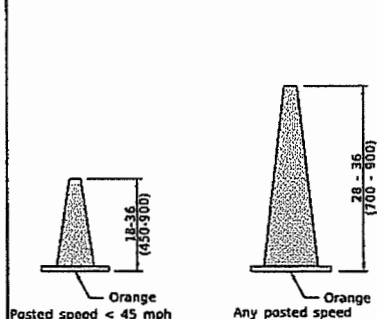
ENGINEER OF POLICE AND PRESCRIPTIONS

APPROVED *[Signature]* January 1, 2019

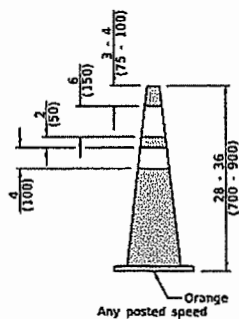
SECRETARY OF DESIGN AND ENVIRONMENT

ISSUED 1-1-19

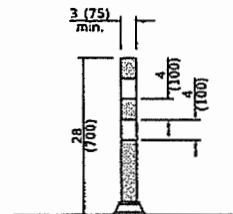
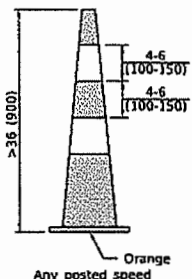




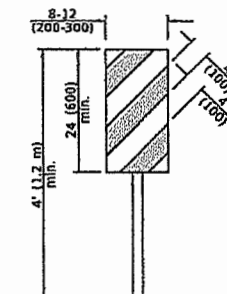
**DAYTIME USE**



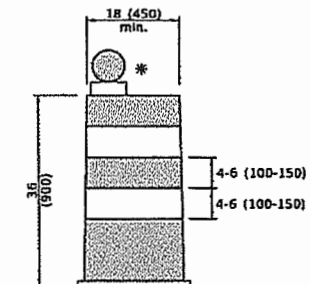
**DAY OR NIGHTTIME USE**



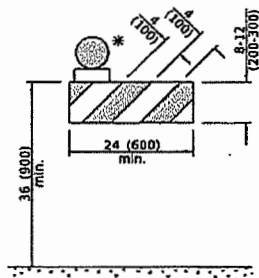
**TUBULAR MARKER**



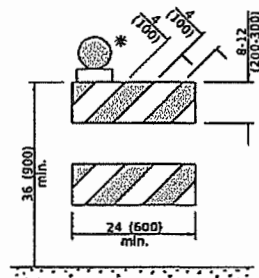
**VERTICAL PANEL  
POST MOUNTED**



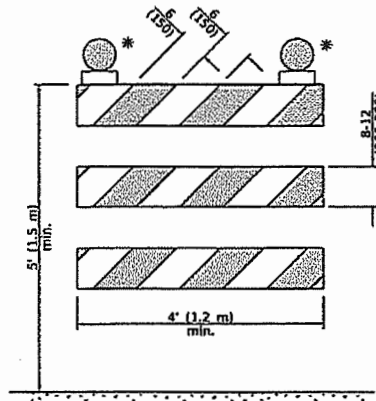
**DRUM**



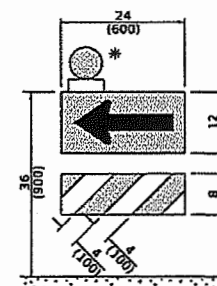
**TYPE I BARRICADE**



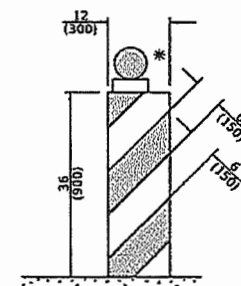
**TYPE II BARRICADE**



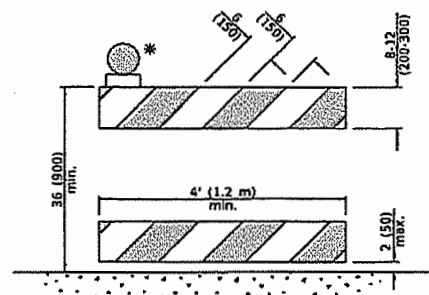
**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN  
CHANNELIZING BARRICADE**

\* Warning lights (if required)

**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 3, 2019  
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 3, 2019  
ENGINEER OF DESIGN AND ENVIRONMENT

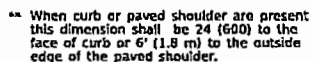
DATE	REVISIONS
1-3-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

**TRAFFIC CONTROL  
DEVICES**

(Sheet 1 of 3)

**STANDARD 701901-08**





### WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



### FLAGGER TRAFFIC CONTROL SIGN



This signing is required for all projects 2 miles (3200 m) or more in length.

**ROAD CONSTRUCTION NEXT X MILES** sign shall be placed 500' (150 m) in advance of project limits.

**END CONSTRUCTION** sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

### WORK LIMIT SIGNING

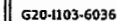


R2-1-3648

R10-1108p-3618 \*\*\*

R2-1106p-3618

Sign assembly as shown on Standards  
or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

## HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

\*\*\* R10-1108p shall only be used along roadways under the jurisdiction of the State.

## TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

**STANDARD 701901-08**

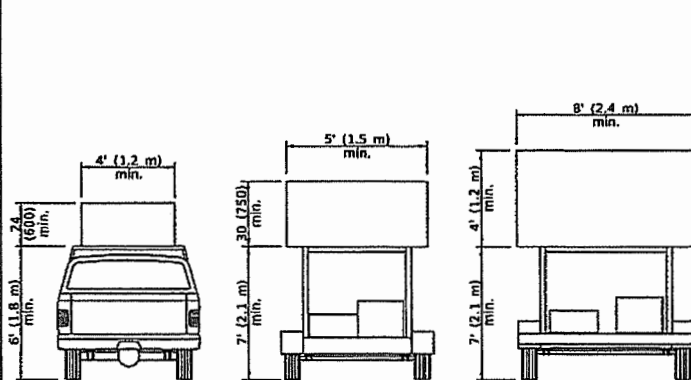
Illinois Department of Transportation

APPROVED January 3, 2019  
Cynthia White  
ENGINEER OF SAFETY PROG. AND ENGINEERING

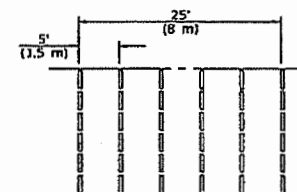
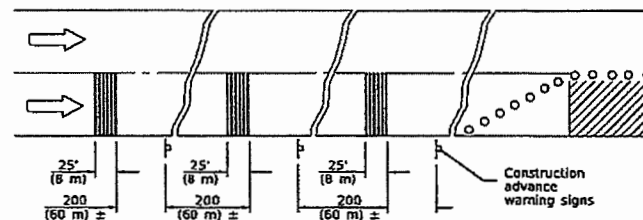
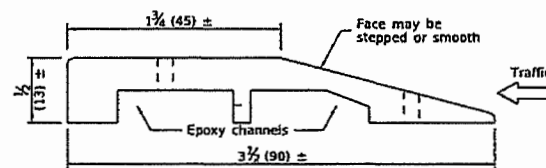
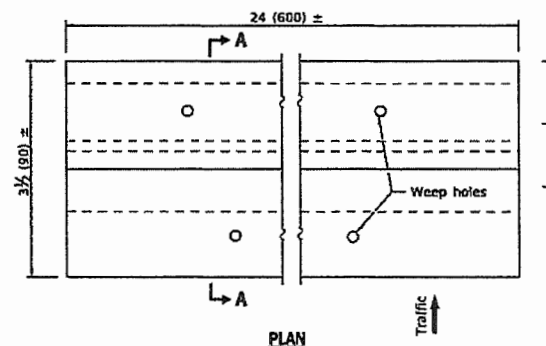
APPROVED January 3, 2019  
Jeffrey  
ENGINEER OF SAFETY AND ENGINEERING

ISSUED 1-3-19



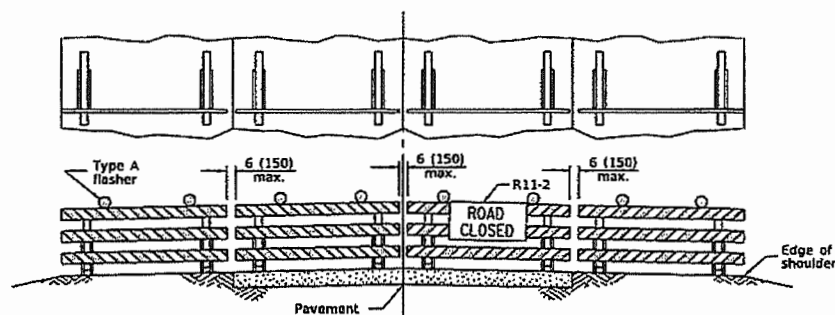


**ARROW BOARDS**



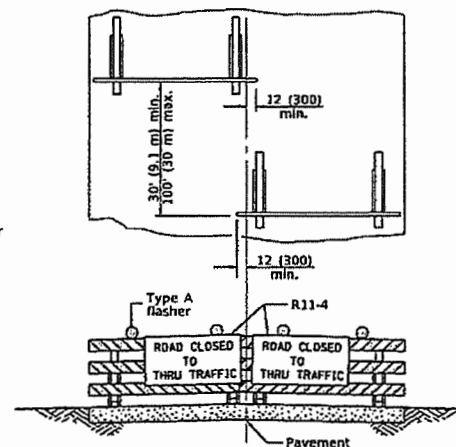
**TYPICAL INSTALLATION**

**TEMPORARY RUMBLE STRIPS**



**ROAD CLOSED TO ALL TRAFFIC**

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



**ROAD CLOSED TO THRU TRAFFIC**

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**

## TRAFFIC CONTROL DEVICES

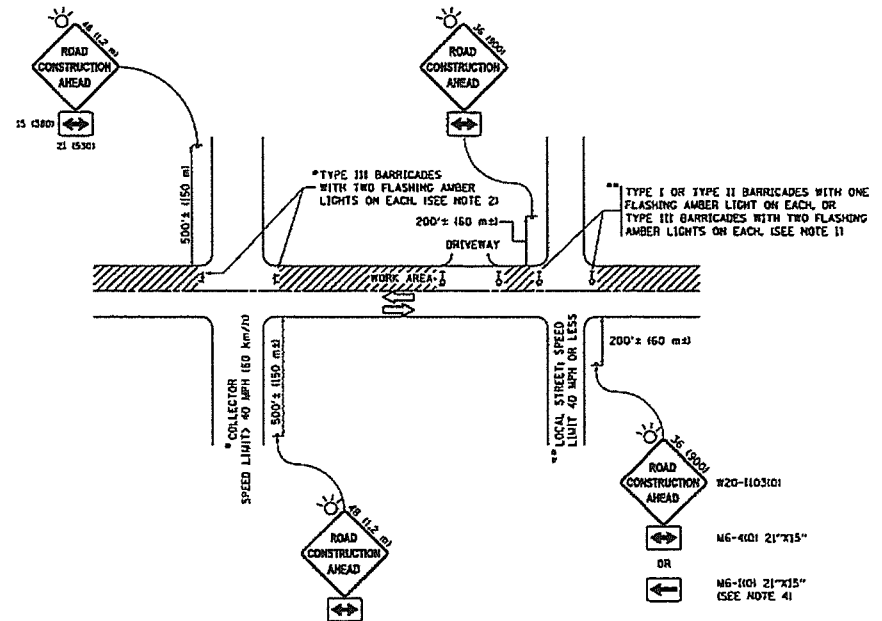
(Sheet 3 of 3)

**STANDARD 701901-08**









#### NOTES:

- SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
  - ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
  - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
- SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
  - ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (12.2 m x 12.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
  - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
- WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARDS, THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
- ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
- THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in inches (millimeters) unless otherwise shown.

FILE NAME :	USER NAME :	DESIGNED -	REVISED -
PROJECT NO. :	PROJECT NO. :	DESIGNED -	REVISED -
DATE :	DATE :	DATE :	DATE :

#### STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

#### TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

SCALE: NONE	SHEET 1	OF 1	SHEETS	STA.	TO STA.
-------------	---------	------	--------	------	---------

F.A. RIE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	TC-18			





**RETURN WITH BID**

Route \_\_\_\_\_  
County McHenry  
Local Agency Vil of Algonquin  
Section 19-00000-00-GM

**PAPER BID BOND**

WE Schroeder and Schroeder, Inc. as PRINCIPAL,  
and Ohio Farmers Insurance Company as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 7th day of May, 2019

**Principal**

Schroeder and Schroeder, Inc.

(Company Name)

By: 

(Signature and Title)

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

(Company Name)

(Signature and Title)

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

Ohio Farmers Insurance Company

(Name of Surety)

**Surety**

By: 

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Veronica E. Dorsey, a Notary Public in and for said county,

do hereby certify that Chris Schroeder and Cathie M. Demitropoulos

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

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

Given under my hand and notarial seal this 7th day of May, 2019

My commission expires November 9, 2019

(Notary Public)

**ELECTRONIC BID BOND**

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

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

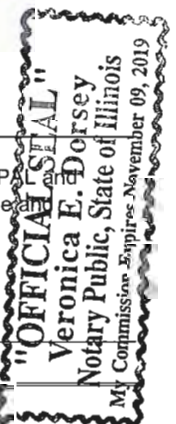
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date





General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY**

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of May A.D., 2019.



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



RETURN WITH BID



**Illinois Department  
of Transportation**

**Local Public Agency  
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
SCHROEDER & SCHROEDER, INC.		
Contractor's Name		
7306 CENTRAL PARK		
Street	P.O. Box	
SKOKIE,	IL	60076
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry and Kane  
Village of Algonquin  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Concrete Curb, Sidewalk and Driveway Removal  
and Replacement  
 SECTION NO. 19-00000-00-GM  
 TYPES OF FUNDS MFT

☒ SPECIFICATIONS (required)

☐ PLANS (required)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☐ Released for bid based on limited review

Regional Engineer

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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



RETURN WITH BID

NOTICE TO BIDDERS

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section Number 19-00000-00-GM  
Route 2019 Concrete Curb,  
Sidewalk and Driveway  
Removal and Replacement

Sealed proposals for the improvement described below will be received at the office of Village of Algonquin, Village Hall  
2200 Harnish Drive, Algonquin, IL 60102 until 10:00 am May 7, 2019  
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Algonquin, Village Hall  
2200 Harnish Drive, Algonquin, IL 60102 at 10:00 am May 7, 2019  
Address Time Date

DESCRIPTION OF WORK

Name 2019 Concrete Curb, Sidewalk and Driveway Removal and Replacement Length: n/a feet ( n/a miles)  
Location Various streets, sidewalks and driveways throughout the Village of Algonquin, Illinois  
Proposed Improvement Concrete curb and gutter removal and replacement, PCC sidewalk removal and replacement, and PCC driveway removal and replacement.

1. Plans and proposal forms will be available in the office of The Village of Algonquin Village Hall, 2200 Harnish Drive,  
Algonquin, IL, 60102 for the sum of Ten Dollars (\$10.00) (Electronic Only). Contact: Lee Fell (847-823-0500).  
Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
- e. BLR 12326: Affidavit of Illinois Business Office



## RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals



# RETURN WITH BID

## SCHEDULE OF PRICES

County McHenry and Kane  
 Local Public Agency Village of Algonquin  
 Section 18-00000-00-GM  
 Route Various

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for BASE BID					
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
1	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	40,000	6.25	250,000.00
2	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	10,000	6.75	67,500.00
3	SIDEWALK REMOVAL	SQ FT	50,000	1.00	50,000.00
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,000	27.50	27,500.00
5	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	2,000	68.00	136,000.00
6	HMA DRIVEWAY PATCHING	SQ YD	100	45.00	4,500.00
7	TREE ROOT PRUNING, 1 TO 10 INCH	EACH	100	75.00	7,500.00
8	TREE ROOT PRUNING, 10 INCH AND OVER	EACH	100	100.00	10,000.00
Bidder's Proposal for BASE BID					1161.50

553,000.00



**RETURN WITH BID**

**PROPOSAL**

County McHenry and Kane  
 Local Public Agency Village of Algonquin  
 Section Number 19-00000-00-GM  
 2019 Concrete Curb,  
 Sidewalk and Driveway  
 Route Removal and Replacement

1. Proposal of SCHROEDER & SCHROEDER, INC.  
7306 CENTRAL PARK, SKOKIE, IL 60076  
 for the improvement of the above section by the construction of \_\_\_\_\_  
Concrete curb and gutter removal and replacement, PCC sidewalk removal and replacement,  
and PCC driveway removal and replacement.

a total distance of n/a feet, of which a distance of n/a feet, ( n/a miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by N/A unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village of Algonquin Clerks Office

The amount of the check is BID BOND ( 5% of bid amount ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: \_\_\_\_\_.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



## RETURN WITH BID

### CONTRACTOR CERTIFICATIONS

County	McHenry and Kane
Local Public Agency	Village of Algonquin
Section Number	19-00000-00-GM
	2019 Concrete Curb, Sidewalk and Driveway
Route	Removal and Replacement

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.





# Illinois Department of Transportation

## Local Agency Proposal Bid Bond

**RETURN WITH BID**

Route - \_\_\_\_\_  
County McHenry  
Local Agency Village of Algonquin  
Section 19-00000-00-GM

**PAPER BID BOND**

WE \_\_\_\_\_ as PRINCIPAL,

and \_\_\_\_\_ as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_

**Principal**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Signature and Title)

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

\_\_\_\_\_  
(Signature and Title)

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

**Surety**

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county,

do hereby certify that \_\_\_\_\_

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

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

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**ELECTRONIC BID BOND**

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

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

\_\_\_\_\_  
Electronic Bid Bond ID Code

\_\_\_\_\_  
(Company/Bidder Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Date





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of \_\_\_\_\_  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number	2018	LCDOT	2018	GRAYSLAKE	2018	
Contract With	SCHAUMBURG	PETER BAKER	DOWNERS GROVE	PETER BAKER	NILES	
Estimated Completion Date	JUNE 1, 2019	JUNE 1, 2019	MAY 1, 2019	AUG. 2019	JUNE 1, 2019	
Total Contract Price	1,448,184.00	115,415.00	222,075.00	165,031.00	293,290.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	198,431.00		67,581.00		114,868.00	380,880.00
Uncompleted Dollar Value if Firm is the Subcontractor		115,415.00		165,031.00		280,446.00
Total Value of All Work						661,326.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	198,431.00	115,414.00	67,581.00	165,031.00	114,868.00	661,325.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	198,431.00	115,414.00	67,581.00	165,031.00	114,868.00	661,325.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					DEVINCI
Type of Work					SEWER
Subcontract Price					15,000.00
Amount Uncompleted					15,000.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	15,000.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or Print Name CHRIS SCHROEDER PRESIDENT  
Officer or Director Title

Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of \_\_\_\_\_

(Letting date)

**Instructions:** Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	6	7	8	9	10	
Contract Number	OAK PARK	BURR RIDGE	IDOT HWY 41	LIBERTYVILLE	VERNON HILLS	
Contract With	K-FIVE	ORANGE CRUSH	PETER BAKER	PETER BAKER	PETER BAKER	
Estimated Completion Date	NOV 2019	AUG 31, 2019	AUG 1, 2019	SEPT 30, 2019	9-30-19	
Total Contract Price	1,058,601.00	52,240.00	60,000.00	199,020.00	226,640.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						380,880.00
Uncompleted Dollar Value if Firm is the Subcontractor	1,058,601.00	52,240.00	60,000.00			1,451,287.00
Total Value of All Work						1,832,167.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving			60,000.00			60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	1,058,601.00	52,240.00	0.00	199,020.00	226,640.00	2,197,826.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	1,058,601.00	52,240.00	60,000.00	199,020.00	226,640.00	2,257,826.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	10
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Type or Print Name CHRIS SCHROEDER PRESIDENT  
Officer or Director Title

Notary Public \_\_\_\_\_

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK  
SKOKIE, IL 60076





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of \_\_\_\_\_

(Letting date)

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## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	11	12	13	14	15	
Contract Number	MUNDELEIN	LISLE	SCHROEDER ASPHALT	SCHROEDER ASPHALT	SCHROEDER ASPHALT	
Contract With	PETER BAKER	GENEVA	LAKE BLUFF	LAKE FOREST	ROSELLE	
Estimated Completion Date	9-30-19	9-30-19	8-30-19	8-30-19	8-30-19	
Total Contract Price	174,010.00	236,086.00	58,524.00	311,586.00	126,300.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						380,880.00
Uncompleted Dollar Value if Firm is the Subcontractor	174,010.00	236,086.00	58,524.00	311,586.00	126,300.00	2,357,793.00
Total Value of All Work						2,738,673.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	174,010.00	236,086.00	58,524.00	311,586.00	126,300.00	3,104,332.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	174,010.00	236,086.00	58,524.00	311,586.00	126,300.00	3,164,332.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or Print Name CHRIS SCHROEDER

PRESIDENT

Officer or Director

Title

Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

(Notary Seal)





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of \_\_\_\_\_  
(Letting date)

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completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	16	17	18	19	20	
Contract Number						
Contract With	ARLINGTON HTS	BATAVIA	BUFFALO GROVE	GLENCOE	GLENVIEW	
Estimated Completion Date	9-30-19	9-30-19	9-30-19	9-30-19	11-30-19	
Total Contract Price	358,250.00	119,636.00	203,145.00	139,500.00	597,955.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	358,250.00	119,636.00	203,145.00	139,500.00	597,955.00	1,799,366.00
Uncompleted Dollar Value if Firm is the Subcontractor						2,357,793.00
Total Value of All Work						4,157,159.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	358,250.00	119,636.00	203,145.00	139,500.00	597,955.00	4,522,818.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	358,250.00	119,636.00	203,145.00	139,500.00	597,955.00	4,582,818.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	16	17	18	19	20
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the Submitter and Town of Skokie County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or Print Name CHRIS SCHROEDER  
Officer or Director

PRESIDENT  
Title

\_\_\_\_\_  
Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK  
SKOKIE, IL 60076





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of \_\_\_\_\_  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink.  
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completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	21	22	23	24	25	
Contract Number						
Contract With	HIGHLAND PK	LAKE BLUFF	LAKE FOREST	LINCOLNWOOD	MORTON GROVE	
Estimated Completion Date	9-30-19	9-30-19	9-30-19	9-30-19	9-30-19	
Total Contract Price	338,868.00	35,000.00	74,410.00	91,750.00	224,430.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	338,868.00	35,000.00	74,410.00	91,750.00	224,430.00	2,563,824.00
Uncompleted Dollar Value if Firm is the Subcontractor						2,357,793.00
Total Value of All Work						4,921,617.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	338,868.00	35,000.00	74,410.00	91,750.00	224,430.00	5,287,276.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	338,868.00	35,000.00	74,410.00	91,750.00	224,430.00	5,347,276.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	25
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or Print Name CHRIS SCHROEDER  
Officer or Director

PRESIDENT  
Title

\_\_\_\_\_  
Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

(Notary Seal)





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
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completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

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	26	27	28	29	30	
Contract Number						
Contract With	MT PROSPECT	NILES	NORTHFIELD	ROLLING MEADOWS	WILMETTE	
Estimated Completion Date	8-30-19	8-30-19	8-30-19	8-30-19	8-30-19	
Total Contract Price	112,615.00	250,000.00	51,125.00	215,200.00	152,500.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	112,615.00	250,000.00	51,125.00	215,200.00	152,500.00	3,345,264.00
Uncompleted Dollar Value if Firm is the Subcontractor						2,357,793.00
Total Value of All Work						5,703,057.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	112,615.00	250,000.00	51,125.00	215,200.00	152,500.00	6,068,716.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	112,615.00	250,000.00	51,125.00	215,200.00	152,500.00	6,128,716.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	26	27	28	29	30
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or Print Name CHRIS SCHROEDER  
Officer or Director

PRESIDENT  
Title

\_\_\_\_\_  
Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

(Notary Seal)





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
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## Part I. Work Under Contract

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	31	32	33	34	35	
Contract Number						
Contract With	WINNETKA	MT PROSPECT				
Estimated Completion Date	9-30-19	JUNE 1, 2019				
Total Contract Price	198,345.00	185,987.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	198,345.00	185,987.00				3,729,596.00
Uncompleted Dollar Value if Firm is the Subcontractor						2,357,793.00
Total Value of All Work						6,087,389.00

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						60,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						6,068,716.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	198,345.00	185,987.00				384,332.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	198,345.00	185,987.00	0.00	0.00	0.00	6,513,048.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	31	32	33	34	35
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

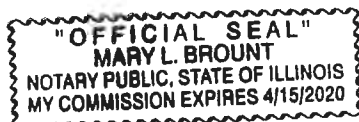
Subscribed and sworn to before me

this 7<sup>th</sup> day of MAY, 2019.

Mary L. Brount  
Notary Public

My commission expires: 4/15/20

(Notary Seal)



Type or Print Name CHRIS SCHROEDER PRESIDENT  
Officer or Director Title

Signed

Chris Schroeder

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076



RETURN WITH BID

SIGNATURES

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section Number 19-00000-00-GM  
2019 Concrete Curb,  
Sidewalk and Driveway  
Route Removal and Replacement

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name SCHROEDER & SCHROEDER, INC.

Signed By   
President

Business Address 7306 CENTRAL PARK  
SKOKIE, IL 60076

Insert Names of Officers

President CHRIS SCHROEDER  
Secretary MARY L. BROUNT  
Treasurer JOSEPH V. VRABEL

Attest:

  
Secretary





# Illinois Department of Transportation

## Apprenticeship or Training Program Certification

Return with Bid

Route Various  
County McHenry & Kane  
Local Agency Village of Algonquin  
Section 19-00000-00-GM

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

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

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

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

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

Cement Mason Area Joint Apprenticeship & Cement Mason Union Local 502  
Apprenticeship in Skills Improvement Program Local 150 Operating Engineers  
Chicagoland Laborers' JATC, Carol Stream, IL, for the Trade Construction Craft Labor  
Teamsters Joint Council #25 Training Fund, Local 786  
N.IL Cement Mason & Plasters JATC Local 11



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

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

Bidder: Schroeder & Schroeder, Inc.

By:   
(Signature)

Address: 7306 Central Park, Skokie, IL 60076

Title: President



RETURN WITH BID



Illinois Department  
of Transportation

Affidavit of Illinois Business  
Office

County McHenry and Kane  
Local Public Agency Village of Algonquin  
Section Number 19-00000-00-RS  
Route 2019 Concrete Curb, Sidewalk and  
Driveway Removal and Replacement

State of Illinois )  
 ) ss.  
County of McHenry and Kane )

I, CHRIS SCHROEDER of SKOKIE, ILLINOIS,  
(Name of Affiant) (City of Affiant) (State of Affiant)

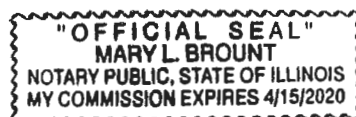
being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of SCHROEDER & SCHROEDER, INC.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, SCHROEDER & SCHROEDER, INC., will maintain a  
(bidder)  
business office in the State of Illinois which will be located in COOK County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Chris Schroeder  
(Signature)  
CHRIS SCHROEDER  
(Print Name of Affiant)

This instrument was acknowledged before me on 7th day of MAY, 2019.

(SEAL)



Mary L. Brount  
(Signature of Notary Public)





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

**– M E M O R A N D U M –**

DATE: Wednesday, May 08, 2019  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Shawn M. Hurtig  
SUBJECT: *Letter of Recommendation –Inspectional Services*

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This memo is in response to providing Inspectional Services on the **Sleepy Hollow Roadway Rehabilitation (VoA15-04-16C)** project in the Village of Algonquin. I have reviewed the received proposal(s) and have the following to report.

Each proposal was reviewed with an emphasis on each firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

Due to time constraints the typical process of issuing a request to several firms was not performed. It was determined that the construction project design firm and Village Engineering Firm – Christopher B. Burke Engineering, Ltd (CBBEL), be contacted to provide a quick turnaround proposal for the inspectional services. In addition to the trust that the Village has in CBBEL, they have also performed this duty on numerous other projects, most importantly the Harper Drive Multi-use Path project which contained a wood boardwalk that is very similar to the installation proposed for the Sleepy Hollow project. This valuable experience will greatly enhance the success of that installation.

**Proposal Analysis:**

CBBEL submitted their proposal based on estimated hours for observation, documentation, as well as material testing management and project submittal reviews. CBBEL has listed Rubino as the Quality Assurance material testing firm for the project. Rubino is familiar with Village standards and will provide material reports to verify the required quality control inspections of the contractor.

**Budget Analysis:**

The Village budgeted an amount of \$125,000.00 in 04900300-42232. The estimated cost of services of the recommended firm is in the amount of **\$119,750.00**. Invoices will be based on actual hours spent on the project and approved by the Village of Algonquin Project Manager.



Based on all the above mentioned information it is my recommendation that you consider **Christopher B. Burke Engineering, Ltd** for this project.

Contract Schedule:

COTW consideration = 5/14

Full Board approval = 5/21

Notice of Award to Consultant = 5/22

Start of Construction = 5/27

End of Construction = 11/1

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





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

**– M E M O R A N D U M –**

DATE: Wednesday, May 8, 2019  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Shawn M. Hurtig  
SUBJECT: *Letter of Recommendation – Construction Contract*  
*Sleepy Hollow Roadway Rehabilitation – VoA15-04-16C*

This memo is to advise you of the recommendation I have for the bids received on the **Sleepy Hollow Roadway Rehabilitation (VoA15-04-16C)** project that the Village of Algonquin is proposing. Each bid was reviewed to ensure conformance with the bid specifications (certification, security, cost, etc.). With that I have the following comments and recommendation.

**Bids**

In total 3 firms submitted a bid by the deadline of 5-8-16 @ 10AM, below is a summary.

<b><u>FIRM</u></b>	<b><u>Read Total</u></b>	<b><u>Calc. Total</u></b>	<b><u>Matched</u></b>	<b><u>SECURITY</u></b>	<b><u>CERTS</u></b>
Copenhaver Construction	\$2,789,644.00	\$2,789,644.00	YES	BOND	YES
Plote Construction	\$2,919,290.69	\$2,919,290.69	YES	BOND	YES
Arrow Road Construction	\$2,879,955.35	\$2,879,955.35	YES	BOND	YES

Average Cost	\$2,862,963.35		
Full Bid Results Spread	\$2,919,290.69	5%	Max \$ to Min \$Difference
Difference Avg to Lo	-\$73,319.35	-3%	Reduction in \$ from Low to Avg
Difference Avg to Hi	\$56,327.34	2%	Increase in \$ from Avg to Hi
3 Low Total Bid Average	\$2,862,963.35		
3 Low Total Bid Spread	\$129,646.69	5%	3 Low Bid Spread
Engineers Estimate of Probable Cost	\$2,908,230.00	-2%	Increase in \$ from 3 Low bid to EEOPC
Village Budgeted Amount	\$3,120,000.00	-8%	Increase in \$ from 3 Low bid to EEOPC

**Analysis**

Per the bid requirements all firms submitted unit pricing based on 89 line items. The bids received have a low cost spread, as there is only 5% cost difference from the max and min bids received, indicating a clear understanding of the plans and specifications. Furthermore, the 5% spread of those 3 bids also



indicates that pricing on the bid was ultra-competitive. Lastly, in reviewing the low bidder unit pricing against the bidding average only one line item (Traffic Control & Protection) has a cost that was excessive compared to other bids received, and as such does not raise any concerns.

#### Budget Information:

The Engineers Estimate of Probable Cost (EEOPC) was provided in the amount of \$2,908,230.00, which is 2% higher than the cost of the low bid. This project has line items that are assigned in the Capital Improvement Fund between the Street Improvement (\$3,000,000.00) & Water + Sewer Improvement budgets (\$120,000.00). The combined funding of \$3,120,000.00 is 8% higher than the low bid, providing flexibility during construction if needed.

#### Recommendation

The Village has worked with Copenhaver Construction of Gilberts, IL previously. The most recent roadway project completed in the Village by Copenhaver was the Highlands Subdivision project, which included many of the same elements as the Sleepy Hollow project. It is for those reasons and the analysis conducted that I recommend Copenhaver Construction for award in the amount of \$2,789,644.00 on the subject project. Please confirm this recommendation so that I may prepare the award and contract.

#### Projected Project Schedule (2016)

4/23 – Notice to Bidders **(Completed)**  
5/8 – Bid Opening **(Completed)**  
5/9 – Bid Recommendation for Committee of the Whole **(Pending)**  
5/14 – Committee of the Whole Approval **(Pending)**  
5/16– Prepare Contract Signature Documents  
5/21 – Village Board Approval  
5/27– Awarded Contractors Contract & Insurance Due  
  
5/27 – Start of Construction  
11/1/19 – Completion of Construction





VILLAGE OF ALGONQUIN  
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: Thursday, May 09, 2019  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Shawn M. Hurtig  
SUBJECT: *Letter of Recommendation – Civil Engineering Ph. I Design Services*

---

Bob,

I have reviewed the Proposal for the Phase 1 (75% Plans) Design Engineering Services as indicated in the Request for Proposal for the Downtown Streetscape Stage 3 – Harrison St Bridge & Crystal Creek Riverwalk project in the Village of Algonquin. The proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

**Proposal Review:**

The proposal was put together by Christopher B. Burke Engineering, Ltd. as a continuation of the conceptual plan work that they have completed on the project. The proposal will bring the project to 75% plans and specs and put the Village in a position to submit the vast amount of permits necessary to move this project forward into Phase 2 design. In addition to the Riverwalk and S. Harrison St. Bridge, it was determined during concept planning that the Historic Village Hall parking lot would be best suited for a reconstruction to better accommodate the planned Riverwalk, stormwater flows, and misc other requirements of building along Crystal Creek.

**Budget Analysis**

The Village budgeted \$30,000.00 Capital Improvement Street Improvement fund code 04900300 - 42232 for this aspect of the Downtown Streetscape project. The estimated cost of this proposal is \$83,836.00 spread over the 3 key elements of the project. In order to provide a budget to cover this cost of this proposal, Public Works is recommending that a transfer of \$100,000.00 from the Street Improvement fund code 04900300-45593 (Downtown Streetscape Stage 3 Design Build line item) be directed to 04900300-42232 (Downtown Streetscape Stage 3 Ph.1 Riverwalk & S. Harrison St. Bridge line item). The transfer will provide the necessary funding to move forward with 75% plans, and provide the possibility of moving the project plans forward within the FY, should all the permits for the work be received in a timely fashion.

**Recommendation**

The Village has counted on CBBEL for producing quality engineering for over a decade now and they have never failed to deliver. This project has high level design work (stormwater modeling & permitting), but they are well positioned to handle this additional stress. As such I recommend that **Christopher B. Burke Engineering, Ltd.** be considered by the COTW in the amount of **\$83,836.00**. This cost is based on estimated hours for the completing the scope of services, but will be billed on actual hours spent.

The project is scheduled for award by the Village Board on May 21<sup>st</sup>, 2019. Thus, the recommendation should go before the Committee of the Whole on May 14<sup>th</sup>, 2019.

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





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

**– M E M O R A N D U M –**

DATE: Wednesday, May 08, 2019  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Shawn M. Hurtig  
SUBJECT: *Letter of Recommendation – Civil Engineering Ph. 1 Design Services*

---

Bob,

I have reviewed the Proposals for the Phase 1 Design Engineering Services as indicated in the Request for Proposal (RFP) for the **Pressure Reducing Valve Station Replacement Program – Year 2 (VoA17-02-22B)** project in the Village of Algonquin. With the success of the design in the 2016 Water Distribution project (Spring Hill Drive PRV Replacement), this RFP was sent exclusively to Engineering Enterprises, Inc. The proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value. With that I have the following comments and recommendation.

**Proposal Review:**

Following is the criteria I used above those mentioned in the RFP for my recommendation.

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

The proposal addressed each of the elements of the scope issued. The proposal has adequately responded to each item within the RFP.

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

The proposal replied with the required Not To Exceed amount. Each line item further was broke out in order to appropriately track progress.

3) Reviewed the technical aspects of the proposals, including any sub-consultants:

EEI worked closely with the Village on a previous PRV replacement, and has a working knowledge of the Village water treatment and distribution system. The combined effort of the Village and EEI was able to produce a set of documents that set the standard for the PRV replacement program. As such, they are incredible well suited to perform this design work.



4) Other items:

None

**Budget Analysis**

The Village has budgeted \$50,000.00 in the 2019/20 FY in the Capital Improvement fund code 12900400 - 42232 for this project. The proposal has come in at \$71,602.00. In order to fund the difference the Public Works Department suggest that the \$5,000.00 set aside for the design work on Sleepy Hollow be utilized (this project completed design in the 2018-19 FY) and the \$20,000.00 set aside for the design work on Terrace Hill be utilized (work was able to be fully funded under the Street Improvement budget). All together that will provide a total new budget amount of \$75,000.00 to fund this design project.

**Recommendation**

The Village has long had a working relationship with EEI, and trusts them with maintaining and operating our water system model. Considering that aspect along with the previous work with the Village on a very similar project, it is easy to see the fit. As such I recommend that **Engineering Enterprises, Inc.** be considered by the COTW in the amount of **\$71,602.00**. This cost is based on the Not To Exceed (NTE) amount within the proposal, but will be invoiced on actual hours up to that NTE amount.

The project is scheduled for award by the Village Board on May 21<sup>st</sup>, 2019. Thus, the recommendation should go before the Committee of the Whole on May 14<sup>th</sup>, 2019.

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





**Proposal:**

**Professional Engineering  
Services**

**Pressure Reducing Valve  
Station Replacement  
Year 2 ~ Design Services**

**Project #VoA17-02-22B**

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**January 25, 2019**







*Engineering Enterprises, Inc.*

January 25, 2019

Mr. Shawn M. Hurtig  
Project Manager  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

**Re: Proposal for Pressure Reducing Valve Station Replacement, Year 2 ~ Design  
VOA17-02-22B  
Village of Algonquin, Illinois**

Dear Mr. Hurtig:

Engineering Enterprises, Inc. (EEI) has assembled a project team consisting of our most qualified engineering talent with **specific experience and expertise in pressure reducing valve station replacement design**. The project team has worked on several other projects as a team. The team will use its experience and will be proficient and effective in completing this critical project for the Village. We look forward to the opportunity to work on this project with you and your staff.

Project Requirements	EEI	Benefits to the Village
Previous Pressure Reducing Valve Project with Village	✓	Efficiency and Knowledge
Municipal Water Operations	✓	Lessons Learned Experience
Water System Improvements	✓	Timely, High-Quality Plans

Additional characteristics of our qualifications that set us apart from our competition are summarized as follows:

- **Public Sector Customer Emphasis:** EEI is a civil engineering and land surveying firm exclusively serving the public sector needs of municipalities located throughout the Chicago metropolitan area. Over 90% of our professional fees are accrued in the performance of municipal engineering services. We understand the needs and challenges that local officials like you face in planning, design, and construction of infrastructure improvements. **We listen to your direction and implement projects in accordance with the specific characteristics of the Village of Algonquin and its citizens.**

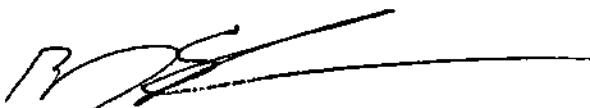


- Experience: EEI has established an outstanding record of successful Pressure Reducing Valve improvement projects. Over the last seven (7) years, we have completed detailed plans for seven (7) Pressure Reducing Valves for four (4) municipal clients. The quality and volume of similar work that we have successfully completed clearly **demonstrates EEI's focus on client satisfaction and technical excellence.**
- Project Communications: We understand and appreciate that one of the major keys to successful projects is communications and coordination amongst the Village and its residents. Our public sector municipal engineering background has provided extensive opportunities for this activity. We believe that is one of our strengths at EEI. **The Village has our commitment that we will excel at this.**
- EEI Project Management Tools: The EEI project team proposes to utilize several project management tools to guide the project to a successful completion – scope, schedule, and budget. The project team will develop a project management plan (PMP) upon selection. The PMP contains detailed project tasks and milestone deadlines along with our internal QC/QA procedures and creates the means for effective monitoring of the project budget and schedule providing the foundation for **successful project leadership and management.**

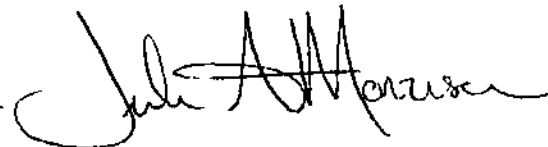
These and other attributes that we have articulated in the pages of our submittal, identify the unique advantages that the EEI project team has to offer the Village on the Pressure Reducing Valve Station Replacement, Year 2 ~ Design. We encourage you to contact any of our references that are listed in the *Similar Project Experience* section of our Proposal. Should you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Vice President / Principal-In-Charge



Julie A. Morrison, P.E.  
Senior Project Manager / Project Manager





## Table of Contents



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- II Company Background**
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- IV Project Team ~ Resumes**
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- VI Attachment C ~ Non-Collusion Certification**
- VII Attachment D ~ Non-Conflict of Interest Statement**
- VIII Additional Information**
  - *Value Added Services*





## *I. Project Understanding and Approach*

### **P**roject Understanding

The Village of Algonquin performed a comprehensive analysis of their existing water distribution system and identified certain PRV's to be replaced or removed over a multi-year construction program.

Pressure Reducing Valve Station Replacement – Year 2 involves the following:

#### Zange At Surrey PRV Upgrade

- Removal of the existing PRV and installation of a new prefabricated PRV station
- SCADA integration of the new PRV station
- Water main improvements that result in easier operation and maintenance for the Village

#### Arquilla at Hanson PRV Elimination

- Removal of the existing PRV with no replacement PRV warranted
- Water main improvements including flushing device due to dead end water main
- Install individual in-building PRVs

#### Eastgate at Webster PRV Elimination

- Removal of the existing PRV with no replacement PRV warranted
- Water main improvements including but not limited to water main looping to eliminate dead ends
- Install isolation valve with flushing device







## *I. Project Understanding and Approach*

### **P**roject Scope

EEI will provide timely Phase 1 services, including, but not limited to:

- Preparing for, attending, and creating minutes for two (2) project status meetings
- Data acquisition including topographic and tree surveys, atlas maps, and existing improvement plans
- Coordinating with dry utilities
- Geotechnical reporting and CCDD clearance
- Design phase coordination with the Village's preferred SCADA integrator and PRV station supplier
- Design phase coordination with the Village's Building Department (individual PRV requirements)
- Electrical and structural (foundation) designs for the new the PRV station
- Preparing 60% and 90% plans and estimates

### **P**roject Approach

Based on the above understanding of the project, we believe EEI is well suited to complete this project. The team that we propose has technical experience with similar projects, gained not only from our past work for the Village of Algonquin, but from the many other municipal clients for which we have successfully designed PRV improvements.



We will provide creative designs that anticipate and resolve the challenges the will be encountered during construction, leaving the Village with an improved water system that is easy to maintain and operate. We will also maintain a continuous line of communication, not only with the Village, but with EEI's subconsultants and all permitting agencies throughout the duration of the design phases to establish clear expectations and avoid project delays.

### **S**ummary and Conclusion

Our project experience with Phase 1 Design Engineering services will be an asset to the Village ensuring the consistency, quality, and timely production of the project design. **We believe our experienced project team together with our willingness to address the Village's needs and concerns will result in a successful project and make EEI the best consulting engineering firm for your project.**





## II. Company Background

*Outstanding Service  
Every Client  
Every Day*

**E**ngineering Enterprises, Inc. (EEL), founded in 1974, is an award-winning consulting engineering firm providing services to public agencies throughout northern Illinois. Over 35 experienced firm members including licensed professional civil engineers, land surveyors, and support team members provide a full range of services for planning, design, and construction of infrastructure projects, plus grant and funding assistance.

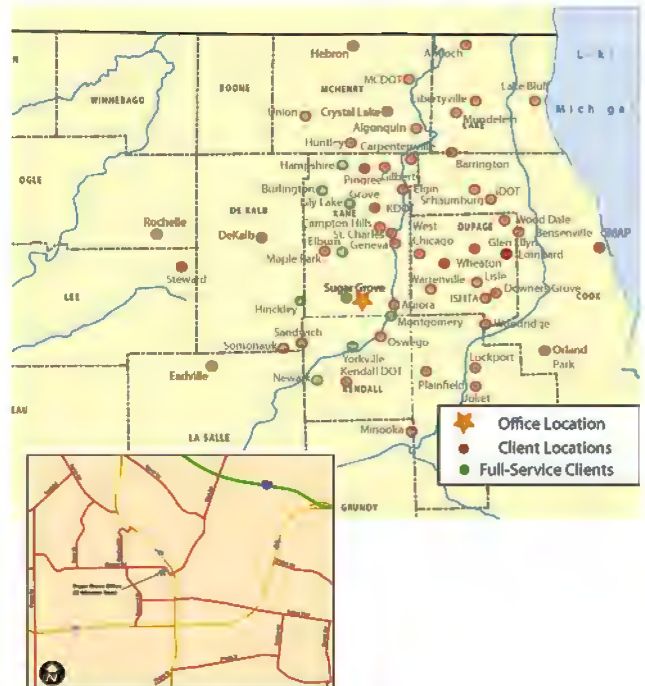
EEL is led by a team of talented individuals:

- Peter G. Wallers, P.E., CFM, President and CEO
- David R. Burroughs, P.E., Senior Vice President
- Denise M. Migliorini, Vice President
- Bradley P. Sanderson, P.E., Vice President
- Jeffrey W. Freeman, P.E., CFM, LEED AP, Vice President

EEL is licensed to perform work in the State of Illinois and our office is located at 52 Wheeler Road, Sugar Grove, Illinois.

As part of our business philosophy, we are committed to quality, service, and value and employ a team approach from project initiation and completion. Each project is assigned a project manager and a team with experience and qualifications that match the needs of the project and client. However, whenever necessary, other specialists are available for additional assistance. Our current staffing levels will ensure a well-qualified project team will be dedicated for the entire duration of your projects.

Our expertise includes water, wastewater, construction management, transportation, floodplain and stormwater management, land development review, land surveying, GIS and mapping and municipal consulting.







## II. Company Background

### Services Provided In-House

#### Water

- Project Plans
- Water Works System Evaluations, Needs Assessments and Master Plans
- Water Distribution System Computer Modeling
- Water Distribution, Booster Pumping Station, **Pressure Reducing Valve Station** and Water Storage System Design
- Water Treatment Plant Design
- Water Well Design and Development
- Chemical Feed Improvements
- Elevated Tank Repainting (Lead Containment)
- Emergency Stand-By Power Systems
- Water Conservation Program Coordination

#### Wastewater

- Infiltration/Inflow Analysis Studies
- Sewer System Evaluation Surveys
- Facilities Planning
- Facility Planning Area Amendments
- Anti-Degradation Analyses
- National Pollutant Discharge Elimination System (NPDES) Permitting
- Wastewater Treatment Facility Design
- Lift Station, Forcemain and Gravity Sewer Design
- Industrial Pretreatment

#### Construction Management

- Roadway Rehabilitation
- Water Main Installation and Replacement
- Sanitary Sewer Installation and Replacement
- Storm Sewer Installation and Replacement
- Bicycle and Multi-Use Trails
- Traffic Signals
- Roadway Lighting
- Mass Grading Projects
- Wastewater Treatment Facilities
- Groundwater Treatment Facilities
- Elevated Water Storage Tank Construction and Rehabilitation

#### Transportation

- Planning, Design and Construction Services for Existing Street Rehabilitation and New Street Construction (Phase I, II and III)
- Motor Fuel Tax (MFT) Maintenance and Construction Sections
- Surface Transportation Program (STP) Projects
- Local Agency Functional Overlay (LAFO) Projects
- Congestion Management and Air Quality (CMAQ) Projects
- Economic Development Program (EDP) Projects
- High Priority Projects (HPP)
- Quiet Zone Feasibility Studies
- Intersection Design
- Parking Lot Design
- Traffic Impact Studies
- Traffic Signal Design
- Multi-Use Trail System Planning and Design





## II. Company Background

### Stormwater Management

- Floodplain Ordinance Interpretation and Enforcement (Delegation Authority from IDNR/OWR)
- Floodplain Mapping and Remapping
- Letter of Map Revisions (LOMR), Letter of Map Amendments (LOMA) and Base Flood Elevation (BFE) Determinations
- Drainage Investigations
- Stormwater Detention Basin Design
- Storm Sewer Design
- Best Management Practices (BMP) Design
- Hydrologic and Hydraulic Studies
- Watershed Release Rate Determinations

### Land Surveying

- Plat Review
- Construction Layout
- Right-of-Way, Land Title, Topographic and Boundary Surveys
- Annexation Plats
- Record Drawings
- Easement Documents
- Plan Review

### GIS and Mapping

- Geographic Information Systems (GIS) Development and Additions
- AutoCAD (Computer Aided Drafting) System
- Water, Sanitary Sewer and Storm Sewer Maps and Atlas
- Zoning and Land Use Maps
- Street and Address Maps

### Municipal Consulting

- City and Village Engineering Services
- Land Development Review Services
- Capital Improvement Planning and Execution
- Asset Management
- Traffic Engineering
- Construction Management
- Ordinance Development and Review
- Regulatory Compliance and Agency Coordination
- Grant / Funding Management



### **Pre-qualification categories are as follows:**

#### **Highways**

- Roads and Streets

#### **Special Studies**

- Location Drainage
- Traffic
- Safety
- Feasibility
- Traffic Signals

#### **Hydraulic Reports**

- Waterways: Typical
- Waterways: Complex

#### **Location Design Studies**

- Rehabilitation
- Reconstruction/Major Rehabilitation

#### **Special Services**

- Surveying
- Sanitary
- Construction Inspection





## II. Company Background

### Honors and Awards

EEI has been recognized with honors and awards from many different professional organizations, such as the American Council of Engineering Companies of Illinois (ACEC-IL), American Public Works Association (APWA), American Water Works Association (AWWA) and the National Society of Professional Engineers (NSPE). See a partial list below:

- 2018 APWA-FVB Project of the Year Award
  - *Elgin South Street Roadway Extension*
- 2017 APWA-FVB, CMC Project of the Year Award
  - *Elburn Wastewater Treatment Facility Modernization*
- 2017 ACEC-IL Special Achievement Award
  - *Sub-Regional Plan for Sustainable Drinking Water*
- 2016 APWA-FVB Project of the Year Award
  - *Williams Road Bridge*
- 2016 ACEC-IL Engineering Excellence Merit Award
  - *Huntley Sustainable Master Planning Projects \$32M+ Savings*
- 2015 APWA FVB Project of the Year Award
  - *Hinckley Wastewater Treatment Facility Expansion*
- 2015 ACEC-IL Engineering Excellence Special Achievement
  - *Hinckley Wastewater Treatment Facility Expansion*
- 2013 ACEC-IL Engineering Excellence Merit Award
  - *Wells No. 3 and 4 Radium Removal Project*
- 2012 ACEC-IL Engineering Excellence Merit Award
  - *Virgil L. Gilman Trail Pedestrian Bridge*
- 2012 APWA-FVB, CMC Project of the Year Award
  - *Wells No. 3 and 4 Radium Removal Project*

### Our Mission

Engineering Enterprises, Inc. (EEI) is continually growing to better serve our clients in all aspects of consulting engineering. Our ability to meet deadlines and budget requirements is reflected in the fact that over 90% of our work is for repeat clients. We attribute our return business to the personal commitment of professionalism to project work and the relationships EEI has developed with our clients. **Our aim is to win clientele trust and satisfaction every time.**

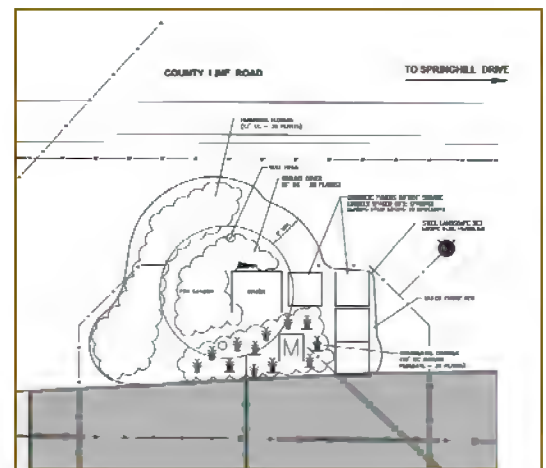
"In a business relationship that spans over 30 years, Engineering Enterprises, Inc. (EEI) has proven to possess the highest level of professionalism and the principals and staff have worked diligently to provide outstanding service to the Village of Hampshire. EEI has always placed the welfare of our municipality and its residents first, standing alongside us as we have grown and our infrastructure needs have changed. We know all of our projects will be managed with ease and they will be completed in a timely and cost-effective manner." - **Jeffrey Magnussen, Village President**





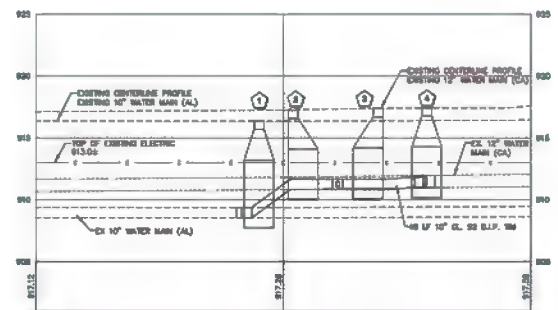
**Project Name:** 2016 Water Distribution System Improvements  
**Client:** Village of Algonquin, 110 Meyer Drive, Algonquin, Illinois  
**Reference:** Bob Mitchard, *Public Works Director*, (847) 658-2754 tel  
**Project Cost:** \$897,282 (Bid Amount)  
**Date (Year):** 2017

**Scope of Work:** Provided design and project management services for water system improvements for the Village of Algonquin. Improvements included two prefabricated pressure reducing valve stations with associated water main improvements and motor replacement with VFD installation at two existing booster pump stations. Piping, SCADA and electrical modifications were also components of the project.



**Project Name:** Carpentersville/Algonquin Water System Interconnect  
**Client:** Village of Algonquin, 110 Meyer Drive, Algonquin, Illinois  
 Village of Carpentersville, 1200 L.W. Besinger Dr, Carpentersville, Illinois  
**Reference:** Bob Mitchard, *Public Works Director*, (847) 658-2754 tel  
 Kevin Gray, P.E., CFM, *Asst. Dir. of PW/Village Eng.*, (224) 293-1613 tel  
**Project Cost:** \$95,452 (Bid Amount)  
**Date (Year):** 2018

**Scope of Work:** Provided design and project management services for two emergency water system interconnects between the Villages of Algonquin and Carpentersville. Improvements at each location include gate valves, fire hydrants, a flow meter and a pressure reducing valve for flow in either direction. The design of approximately 535 linear feet of 8-inch and 10-inch water main was required along with easement coordination and permitting.







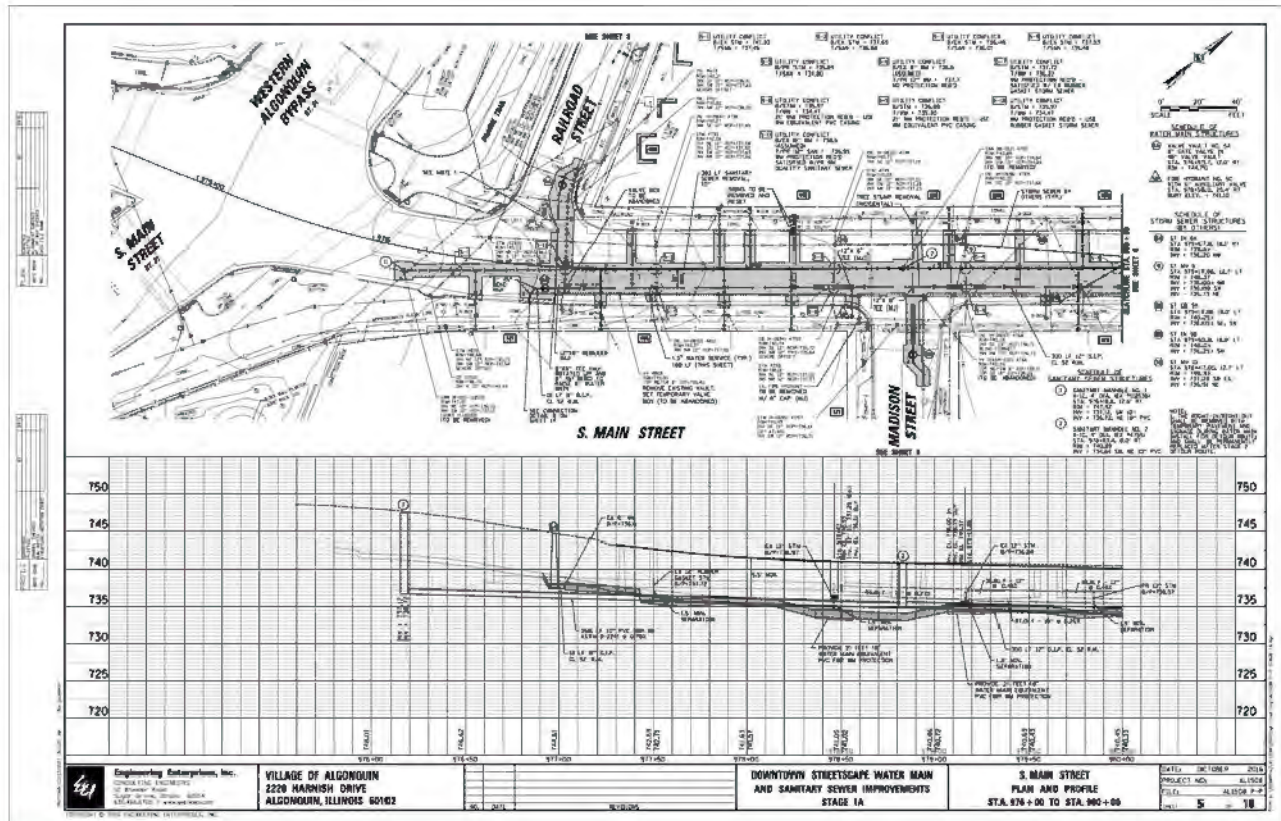
### III. Similar Project Experience

**Project Name:** Algonquin Downtown Streetscape – Phase I and II Utility Design– Stage 1  
**Client:** Village of Algonquin, 110 Meyer Drive, Algonquin, Illinois  
**Reference:** Bob Mitchard, *Public Works Director*, (847) 658-2754 tel  
**Project Cost:** TBD  
**Date (Year):** 2016 – TBD (On-Going)

**Scope of Work:** Provided preliminary and final design engineering services for new water main and sanitary sewer main in advance of the Village's proposed downtown streetscape improvements. The Stage 1 project corridor includes Main Street (formerly Illinois Route 31) to and from the recently completed Illinois Route 31 Western Bypass (north and south termini; approximately 4,900 linear feet). The project includes the design of 12-inch and 16-inch water main and 8-inch and 10-inch sanitary sewer within an active commercial and residential corridor. Extensive permitting includes IEPA, IHPA, IDNR, and IDOT.

Project required coordination with multiple parties including:

- CBEL= Topographic Survey, Proposed Storm Sewer and Roadway Design, Dry Utility Relocation
- Village = Sanitary Sewer Televising, Geotechnical Reports







### III. Similar Project Experience

**Project Name:** Dietrich Road PRV Replacement  
**Client:** Village of Hampshire, 234 South State Street, Hampshire, Illinois  
**Reference:** Jeff Magnussen, *Village President*, (847) 683-2181 tel  
**Project Cost:** \$223,600  
**Date (Year):** 2018

**Scope of Work:** The Village of Hampshire's existing in-line PRV station located within IDOT's Illinois Route 20 right-of-way was at risk of immediate failure. The existing PRV was upstream of a large dead-end section of the Village's water system servicing restaurants, gas stations, manufacturing businesses, and the commercial business hub at the I-90 interchange.

Project challenges included the Village's inability to secure an easement from the adjacent property owner in which to locate the new PRV station. Therefore, expedited coordination and permitting with IDOT was required to install the proposed PRV in the State's right-of-way. Another challenge was removing the existing in-line PRV station. Because the existing PRV was not constructed on a by-pass and the downstream water system is a dead-end loop, an 8-hour overnight water shut down impacting the Village's commercial district was unavoidable.

EEI provided design and construction engineering services for a new PRV station and accompanying water main. The design included 45 linear feet of 16-inch water main, 30 linear feet of 12-inch water main, a prefabricated PRV valve station, and related appurtenances. IDOT and IEPA permitting was required prior to construction. A permeable landscape block driveway entrance was designed due to IDOT requirements.

Construction engineering services included construction observation, daily documentation, quality assurance, pay estimates, and extensive communication and coordination with the Village and local businesses. Additional coordination with IEPA and the Kane County Health Dept. for boil orders were required, as well as coordination with ComEd and AT&T for new electrical and internet services for the PRV station.







### III. Similar Project Experience

**Project Name:** Fox Highlands-Raintree Village Water Main Interconnect  
**Client:** United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois  
**Reference:** Eric Dhuse, *Director of Public Works*, (847) 683-2181 tel  
**Project Cost:** \$292,300  
**Date (Year):** 2018

**Scope of Work:** In response to the imminent widening of Illinois Route 71, the United City of Yorkville chose to abandon their existing water main (located within IDOT right-of-way) in lieu of relocating the water main outside the proposed pavement limits. To maintain the necessary redundancy and water main looping of the adjacent residential subdivisions, two separate pressure zone interconnects were constructed. Each interconnect, located within City right-of-way, was approximately 450 linear feet of 8-inch water with a pressure reducing valve.

EEI provided design and construction engineering services. Design engineering services included preliminary and final water main design, contract documents, analysis of the interim and final pressure settings for the pressure reducing valves, IEPA permitting and coordination with ComEd for a temporary construction easement.

Construction engineering services included staking, construction observation, daily documentation, quality assurance, pay estimates, daily updates with the City and coordination and communication with residents.







**Bradley P. Sanderson, P.E.**

*Vice President / Principal-In-Charge*

**Experience:**

EEI: 24 years

Other: 2 years

**Registration:**

Professional Engineer - Illinois, 1999  
062-052821

**Education:**

B.S., 1992, Agricultural Engineering,  
University of Illinois, Champaign, IL

Certificate of Business Administration,  
2008, University of Illinois, Chicago, IL

**Certifications:**

Certified Review Specialist, Kane County  
Stormwater Ordinance

**Professional Associations:**

American Public Works Association  
American Water Works Association  
Kane County Water Association

**Technical Committees:**

Education Committee, Co-Chair, Fox  
Valley Branch, APWA  
Golf Committee, Fox Valley Branch, APWA  
ACEC/IL Financial Management  
Committee Member

**Professional Award:**

APWA FVB 2018 Donald C. Stone Award –  
Excellence in Education

**Brad Sanderson is a Vice President/Principal with over 26 years of engineering experience. He has extensive experience leading project teams on the planning, design, and construction of a wide-variety of public infrastructure projects. With his experience, Brad is able to guide his team effectively and efficiently to the successful completion of project assignments.**



**Representative Projects:**

***Dietrich Road PRV Replacement, Hampshire, Illinois***

Provided oversight and management for water system improvements for the Village of Hampshire. Improvements included the removal and replacement of a prefabricated pressure reducing valve station with associated water main improvements within IDOT right-of-way and on a dead-end section of the Village's water system. IEPA and IDOT permitting, SCADA coordination and electrical modifications were also components of the project.

***Fox Highlands-Raintree Village Water Main Interconnect, Yorkville, Illinois***

Provided oversight and management for the installation of approximately 900 linear feet of water main and two (2) in-line pressure reducing valves (PRV) within a residential area for the purpose of establishing redundancy and water main looping in anticipation of future water main abandonment by IDOT. The project also included the removal and replacement of the existing bituminous pavement and sidewalk repairs. IEPA permitting and calculating interim and final PRV settings were performed.

***Water System Improvements, Hampshire, Illinois***

Provided oversight and management for the preparation of 17 separate sets of improvement plans, contract documents and specifications for \$21.5 million of water system improvements for the Village of Hampshire. Improvements to the system include two elevated water storage tanks, four wells, two water treatment facilities, two booster pump stations, five pressure reducing valve stations and 48,000 lineal feet of large diameter water main. Coordination with multiple developers and permitting agencies was crucial to the success of the projects. Led monthly coordination meetings with the interested parties throughout the duration of the projects. Permits were necessary from IEPA, IDOT, FAA, USACOE, ICE Railroad and the Kane County Division of Transportation. Extensive easement acquisition was also necessary as part of the improvement projects. All projects were completed within their designated schedule and budget.

***Water Works Improvements, Yorkville, Illinois***

Provided oversight and management for the planning, design and construction of three elevated water storage tanks, two booster pump/pressure reducing valve stations, two pressure reducing valve stations and 45,000 linear feet of water main in the United City of Yorkville. The projects were part of a \$25 million improvement to their system.





**Bradley P. Sanderson, P.E.**

*Vice President / Principal-In-Charge*

***Water Works System Improvements, Oswego, Illinois***

Provided analysis, planning, design and construction services for the construction of well, well house, two booster pumping stations, a 1.5 MG elevated water storage tank and approximately 15,000 linear feet of water main for the Village of Oswego. The project was part of a \$5 million improvement to the system

***Countryside Street and Water Main Improvements, Yorkville, Illinois***

Provided oversight and management for the replacement of 16,000 linear feet of water main within a residential and commercial area. The project also includes the complete removal and replacement of the existing bituminous pavement along with curb and sidewalk repairs. Phase III engineering services include construction staking, inspection and documentation, quality assurance, pay estimates and contract management. The approximate cost of this project is \$4,500,000.

***South Street Roadway Extension, Elgin, Illinois***

Provided oversight and management for the construction of 1.1 miles of a new urban roadway in Elgin connecting Randall Road and Longcommon Parkway. The project included 4,700 linear feet of 8-inch and 12-inch water main, 5,400 linear feet of storm sewer ranging in size from 9-inch to 30-inch, 1,700 linear feet of 8-inch and 24-inch sanitary sewer, street lights, sidewalk bike path, and an irrigation system. The project also included removal and replacement of an 8'x4' box culvert and construction of a detention basin with a gabion wall. The project required extensive coordination with ACOE and Nicor (30-inch transmission main crossing). Phase III engineering services included inspection and documentation, quality assurance, pay estimates and contract management.

***2013 Street Rehabilitation Program – Union/Sheridan, Elgin, Illinois***

Provided oversight and management for the rehabilitation of over 11,270 linear feet of roadway in Elgin in a residential and commercial area. Included the complete removal and replacement of the existing sidewalk, curb and gutter and driveways, pavement patching, the installation of 1,140 linear feet of new water main, sanitary sewer lining, milling and resurfacing. The project also included sanitary sewer de-combining and the installation of 7,250 linear feet of storm sewer up to 42-inches. The project involved extensive coordination with private utility companies. Phase III engineering services were provided including construction staking, inspection and documentation, quality assurance, pay estimates and contract management.

***Wood Avenue CDBG Reconstruction and Water Main Replacement Project, Bensenville, Illinois***

Provided oversight and management for Phase III engineering services for the reconstruction of Wood Avenue between Illinois Route 83 and Henderson Street within the Village of Bensenville. The reconstructed Wood Avenue was converted from a 16 foot wide roadway width with ditches to a 30 foot wide roadway width with curb and gutter and storm sewers. The approximate length of reconstruction was 1,500 linear feet of roadway. Approximately 2,515 linear feet of replacement water main was installed including crossing several high pressure petroleum mains along Illinois Route 83. 2,150 linear feet of storm sewer were installed ranging in size from 6-inch to 30-inch. In addition to the complete roadway removal and reconstruction, the profiles of the roadways were altered to improve drainage conditions and they were lowered in some locations over one foot. The project was bounded to the north by residential properties and to the south by the local park district which required extensive daily coordination. The project was partially CDBG funded which required additional documentation and coordination.

***Capital Improvement Programs, Various Clients, Illinois***

Provided oversight and management for the development of multiple Capital Improvement Programs (CIP). Several significant projects were developed from a variety of planning efforts including master water and wastewater plans, transportation and pavement management plans and rate studies. Also included regular follow-up with the clients and execution of the plans.





*Julie A. Morrison, P.E.*

*Project Manager*

**Experience:**

EEI: 19 years

Other: 0 years

**Registration:**

Professional Engineer - Illinois, 2005  
062-058372

**Education:**

B.S., 2000, Civil Engineering,  
Oklahoma State University, Stillwater, OK

B.A., 1998, Physics,

Knox College, Galesburg, IL

**Professional Associations:**

American Public Works Association  
Fox Valley Branch, Co-Chair, Awards  
Committee  
Fox Valley Branch, Executive Committee

Julie Morrison is a senior project manager with over 19 years of professional engineering experience and has been involved in the planning, design, and construction of numerous municipal roadway, stormwater, water and wastewater projects. Her background and experience enable her to efficiently design infrastructure projects and communicate effectively with project stakeholders and residents.



**Representative Projects:**

***2016 Water Distribution System Improvements, Algonquin, Illinois***

Provided design and project management services for water system improvements for the Village of Algonquin. Improvements included two prefabricated pressure reducing valve stations with associated water main improvements and motor replacement with VFD installation at two existing booster pump stations. Piping, SCADA and electrical modifications were also components of the project.

***Carpentersville/Algonquin Water System Interconnect, Algonquin and Carpentersville, Illinois***

Provided design and project management services for two emergency water system interconnects between the Villages of Algonquin and Carpentersville. Improvements at each location include gate valves, fire hydrants, a flow meter and a pressure reducing valve for flow in either direction. The design of approximately 535 linear feet of 8-inch and 10-inch water main was required along with easement documentation and permitting.

***Algonquin Downtown Streetscape – Phase I and II Utility Design – Stage 1, Algonquin, Illinois***

Project manager for the preliminary and final design of new water main and sanitary sewer main in advance of the Village's proposed downtown streetscape improvements. The Stage 1 project corridor includes Main Street (formerly Illinois Route 31) to and from the recently completed Illinois Route 31 Western Bypass (north and south termini; approximately 4,900 linear feet). The project includes the design of 12-inch and 16-inch water main and 8-inch and 10-inch sanitary sewer within an active commercial and residential corridor. Extensive permitting includes IEPA, IHPA, IDNR, and IDOT.

***Dietrich Road PRV Replacement, Hampshire, Illinois***

Provided project management services for water system improvements for the Village of Hampshire. Improvements included the removal and replacement of a prefabricated pressure reducing valve station with associated water main improvements within IDOT right-of-way and on a dead-end section of the Village's water system. IEPA and IDOT permitting, SCADA coordination and electrical modifications were also components of the project.

***Fox Highlands-Raintree Village Water Main Interconnect, Yorkville, Illinois***

Project manager for the installation of approximately 900 linear feet of water main and two (2) in-line pressure reducing valves (PRV) within a residential area for the purpose of establishing redundancy and water main looping in anticipation of future water main abandonment by IDOT. The project also included the removal and replacement of the existing bituminous pavement and sidewalk repairs. IEPA permitting and calculating interim and final PRV settings were performed.





*Julie A. Morrison, P.E.*

*Project Manager*

***Boulder Hill Water Main Replacement Program, Montgomery, Illinois***

Project manager responsible for preliminary, final, and construction engineering services for the installation of approximately 23,000 linear feet of 6-inch and 8-inch water main and related appurtenances within a residential subdivision currently experiencing water quality issues. Engineering services included determining the feasibility and cost benefit of horizontal directional drilling HDPE pipe in various locations, geotechnical services coordination, surveying and topographic mapping, cost estimates, preparation of exhibits, preliminary and final design, permitting, easement acquisition, construction staking and observation. Resident coordination included pre-construction informational meetings, project website with weekly updates, and construction notices regarding tree removal and replacement, restoration, water loss, and driveway removal and replacement. Due to the unincorporated status of the Boulder Hill subdivision, weekly coordination with the local governing agencies (i.e. township, county sheriff, fire protection district, sanitary sewer district, school district, etc.) was provided in addition to our daily construction reports to the Village.

***Countryside Street and Water Main Improvements, Yorkville, Illinois***

Project manager for the replacement of 16,000 linear feet of water main within a residential and commercial area. The project also includes the complete removal and replacement of the existing bituminous pavement along with curb and sidewalk repairs. Phase III engineering services include construction staking, inspection and documentation, quality assurance, pay estimates and contract management. The approximate cost of this project is \$4,500,000.

***Service Replacement – Marviray Manor, Montgomery, Illinois***

Project manager for the installation of 96 new copper and HDPE water services from the main to the meter located inside the residence. Extensive coordination was required to schedule and inspect 104 homes to determine the type of service, meter location, basement or slab foundation, and overall inventory of existing conditions (flooring, walls, exterior landscaping, etc.). Asbestos testing and abatement is required and is currently in the planning stages. Additional residential coordination included multiple flyers hand delivered to homes and a public open house to describe in detail the need for the project and how it will be accomplished. The Village is currently seeking funding through the IEPA Low Interest Loan program; only the second municipality in the state to seek this type of funding for lead service replacement.

***2013 Street Rehabilitation Program – Union/Sheridan, Elgin, Illinois***

Project manager for the rehabilitation of over 11,270 linear feet of roadway in Elgin in a residential and commercial area. Included the complete removal and replacement of the existing sidewalk, curb and gutter and driveways, pavement patching, the installation of 1,140 linear feet of new water main, sanitary sewer lining, milling, and resurfacing. The project also included sanitary sewer de-combining and the installation of 7,250 linear feet of storm sewer up to 42-inches. The project involved extensive coordination with private utility companies. Phase III engineering services were provided including construction staking, inspection and documentation, quality assurance, pay estimates and contract management.

***South Street Roadway Extension, Elgin, Illinois***

Project manager for the construction of 1.1 miles of a new urban roadway in Elgin connecting Randall Road and Longcommon Parkway. The project included 4,700 linear feet of 8-inch and 12-inch water main, 5,400 linear feet of storm sewer ranging in size from 9-inch to 30-inch, 1,700 linear feet of 8-inch and 24-inch sanitary sewer, street lights, sidewalk, bike path, and an irrigation system. The project also included removal and replacement of an 8'x4' box culvert and construction of a detention basin with a gabion wall. The project required extensive coordination with ACOE and Nicor (30-inch transmission main crossing). Phase III engineering services included inspection and documentation, quality assurance, pay estimates and contract management.





**Kyle D. Welte, P.E., CPII**

**Project Engineer**

**Experience:**

**EEL:** 11 years

**Other:** 0 years

**Registration:**

Professional Engineer – Illinois, 2012,  
062-064662

**Education:**

B.S., 2008, Civil Engineering,  
Marquette University, Milwaukee, WI

**Certifications:**

IDOT Documentation of Contract  
Quantities, Certification No. 17-12353  
IDOT 5-day Mixture Aggregate Technician  
IDOT PCC Level I, 3-day  
IDOT PCC Level II, 2-day  
ACI Concrete Field Testing Technician,  
Grade I  
IDOT Hot Mix Asphalt, Level I  
IDOT Hot Mix Asphalt, Level II  
OSHA 10-Hour Course, 36-004889402

**Continuing Education:**

APWA Certified Public Infrastructure  
Inspector

**Kyle Welte is a senior project engineer II with over 11 years of experience. His project experience includes design and construction inspection and observation for federally funded road and shared use path construction, underground utilities, elevated water storage tanks, and pumping stations.**



**Representative Projects:**

***Dietrich Road PRV Replacement, Hampshire, Illinois***

Provided project engineering services for water system improvements for the Village of Hampshire. Improvements included the removal and replacement of a prefabricated pressure reducing valve station with associated water main improvements within IDOT right-of-way and on a dead-end section of the Village's water system. IEPA and IDOT permitting, SCADA coordination and electrical modifications were also components of the project.

***East Orange Street Water Main Improvements, Yorkville, Illinois***

Provided design engineering services for water system improvements for the United City of Yorkville. Designed improvements include the installation of 1,625 linear feet of water main and all valves, hydrants, water services, and related appurtenances required to replace the existing aging water main. IEPA permitting and CCDD investigation were also components of this project.

***Riverside Water Main Improvements, Montgomery, Illinois***

Provided design engineering services for the replacement of approximately 3,000 linear feet of water main within a residential and commercial area with 87 new water services. Additional valves were installed on 12-inch raw and finished water main to add redundancy for the Village.

***Countryside Street and Water Main Improvements, Yorkville, Illinois***

Design and lead Resident Engineer for the replacement of 16,000 linear feet of water main within a residential and commercial area. The project also includes the complete removal and replacement of the existing bituminous pavement along with curb and sidewalk repairs. Phase III engineering services include construction staking, inspection and documentation, quality assurance, pay estimates and contract management. The approximate cost of this project is \$4,500,000.

***2011 Street Rehabilitation Program – Raymond Street, Elgin, Illinois***

Provided assistant resident engineering services for replacement of approximately 5,300 linear feet of 8-inch diameter water main for the purpose of replacing aging 4-inch water main and to provide additional looping within the system that serviced existing residential and commercial users in the City of Elgin. The project also required construction observation for re-routing a 36-inch storm sewer with installation depths up to 20 feet. Additional construction observation tasks for the project included the completed removal and replacement of the existing sidewalk, curb and gutter and driveways, pavement patching and paving of over three miles of City streets. Additional responsibilities included all necessary permitting with the Illinois Environmental Protection Agency (IEPA).





*Kyle D. Welte, P.E., CPII*

*Project Engineer*

***Heustis Street Improvements, Yorkville, Illinois***

Project engineer responsible for the removal and reconstruction of over 800 linear feet of Heustis Street in the United City of Yorkville. Design considerations included adjusting the roadway profile and superelevating the road to facilitate drainage. This project included the full reconstruction of 800 linear feet of the existing roadway, the installation of 590 linear feet of storm sewer, the installation of 715 linear feet of new water main, and 6,100 square feet of sidewalk removal and replacement. Construction responsibilities included verification of proper materials and construction methods, project documentation, and observation of all construction work. The project took place in a residential neighborhood and adjacent to a school, so considerable coordination with residents and the school was needed. The approximate cost of this project was \$480,000.

***Game Farm Road and Somonauk Street Improvements (STP), Yorkville, Illinois***

Lead resident engineer for the removal, widening, and reconstruction of over 4,720 linear feet of Game Farm Road and Somonauk Street in the United City of Yorkville. This project also included 4,650 linear feet of storm sewer, 800 linear feet of water main replacement, sanitary sewer repairs, 10,650 feet of curb, and installation of a retaining wall and shared use path. This project consisted of complete reconstruction of an existing street within a residential area utilizing STP funds. In addition to serving residents, the streets served City Hall, Yorkville Public Library, Yorkville Police Department, a community center, Yorkville High School, Yorkville Freshman Academy and the Yorkville Grade School.

The federally funded project involved extensive coordination with the school district, City Hall, and local residents. Part of the coordination involved a public open house, weekly summaries to the City and School District, weekly progress meetings with contractor and the distribution of project fliers. The City's website was also updated routinely to provide current information.

Construction responsibilities included verification of proper materials and construction methods, project documentation, and observation of all construction work. The approximate cost of this project was \$3,773,100.

***Illinois Route 72 Sanitary Sewer and Water Main Improvements, Hampshire, Illinois***

Provided construction inspection for the installation of 1,180 linear feet of Ductile Iron Pipe (D.I.P) water main and 1,435 linear feet of P.V.C. sanitary sewer, along with all necessary manholes. The approximate cost of this project was \$430,300.

***Keyes Avenue, Industrial Drive and Mill Street Improvements (HPP), Hampshire, Illinois***

Provided construction engineering services for Phase III for the \$2.02 million federally funded High Priority Project (HPP) located in an existing industrial area of the Village of Hampshire. The proposed improvements consisted of right-of-way acquisition, new pavement on a new alignment, reconstruction of existing pavements, water main and sanitary sewer replacement, construction of large diameter storm sewer, storm water management, street lighting and traffic management. In addition to coordinating with IDOT, permits were required from the IEPA and U.S. Army Corps of Engineers (USACE). Extensive coordination with private utility companies regarding the relocating of their facilities were also required. Communications with the existing businesses and residents during design and construction was also a critical element of the project.





*John D. Hoffmann, P.E., CPII*

*Project Engineer*

**Experience:**

EEI: 12 years

Other: 0 years

**Registration:**

Professional Engineer - Illinois, 2011  
062-063831

**Education:**

B.S., 2007, Civil Engineering, Bradley  
University, Peoria, IL

**Professional Certifications:**

S-14 – Documentation of Contract  
Quantities, 10-0099  
IDOT PCC Level I, 3-day  
IDOT 3-day Mixture Aggregate Technician  
IDOT HMA Level I  
IDOT Nuclear Density Testing  
APWA Certified Public Infrastructure  
Inspector

**Continuing Education:**

IDOT Understanding Specifications  
ICORS

**Professional Associations:**

American Public Works Association  
Illinois Section American Water  
Works Association, Water  
Distribution Committee

**John Hoffmann has over 12 years of experience providing design and construction services in the public sectors with a major emphasis on transportation and utility projects.**

**Representative Projects:**

***Algonquin Downtown Streetscape – Phase I and II Utility Design – Stage 1, Algonquin, Illinois***

Lead design engineer for preliminary and final design engineering for new water main and sanitary sewer main in advance of the Village's proposed downtown streetscape improvements. The Stage 1 project corridor includes Main Street (formerly Illinois Route 31) to and from the recently completed Illinois Route 31 Western Bypass (north and south termini; approximately 4,900 linear feet). The project includes the design of 12-inch and 16-inch water main and 8-inch and 10-inch sanitary sewer within an active commercial and residential corridor. Extensive permitting includes IEPA, IHPA, IDNR, and IDOT.

***Service Replacement – Marviray Manor, Montgomery, Illinois***

Lead design engineer for the installation of 96 new copper and HDPE water services from the main to the meter located inside the residence. Extensive coordination was required to schedule and inspect 104 homes to determine the type of service, meter location, basement or slab foundation, and overall inventory of existing conditions (flooring, walls, exterior landscaping, etc.) Asbestos testing and abatement is required and is currently in the planning stages.

Additional residential coordination included multiple flyers hand delivered to homes and a public open house to describe in detail the need for the project and how it will be accomplished. The Village is currently seeking funding through the IEPA Low Interest Loan program; only the second municipality in the state to seek this type of funding for lead service replacement.

***Boulder Hill Water Main Replacement Program, Montgomery, Illinois***

Project engineer responsible for Phase II and III engineering services for the installation of approximately 23,000 linear feet of 6-inch and 8-inch water main and related appurtenances within a residential subdivision currently experiencing water quality issues. Design responsibilities included determining the feasibility and cost benefit of horizontal directional drilling HDPE pipe in various locations, resident and local government coordination, geotechnical services coordination, cost estimates, preparation of exhibits, preliminary and final design, permitting, and easement acquisition.

Provided lead resident engineering services and was responsible for daily inspections, direct communication with contractor, residents, and public works staff. Responsible for providing daily client updates and overall project documentation. Conducted on-site wage rate interviews with contractor workers.







*John D. Hoffmann, P.E., CPII*

*Project Engineer*

***Countryside Street and Water Main Improvements, Yorkville, Illinois***

Lead design engineer for the replacement of 16,000 linear feet of water main within a residential and commercial area. Includes the complete removal and replacement of the existing bituminous pavement. Design responsibilities included determining the feasibility and cost benefit of horizontal directional drilling water services in various locations, resident and local government coordination, geotechnical services coordination, cost estimates, preparation of exhibits, and permitting.

***Settlers Ridge to Prestbury Water Main Improvements, Sugar Grove, Illinois***

Provided design and construction engineering services for the installation of 7,200 linear feet of open cut 16-inch ductile iron water main and 1,120 feet of horizontal directional drilled 20-inch HDPE water main. The project included the trenchless installation across a golf course, wetlands, floodplain, and creek requiring coordination with the USACOE, IDNR, IHPA, IEPA and Kane County Stormwater Division to acquire the necessary permitting and clearances including the preparation of a Stormwater Management Report Permit Application, Notice of Intent and SWPPP. The remaining open cut portion included a residential neighborhood, farm field installation and bore and jacking under 2 state right of ways. Temporary construction easements and permanent easements were acquired from 3 property owners in the farm fields and golf course.

***Dugan Woods to Prairie Glen Water Main Improvements, Sugar Grove, Illinois***

Provided planning, design, and construction inspection for the installation of over 2,600 linear feet of 12-inch diameter water main to provide service to future development, provide redundancy in the system, and ensure required fire flows for the Village of Sugar Grove. Prepared the detailed plans and specifications, engineer's estimate of probable construction costs, contract documents, applied for IEPA permits, and railroad permitting during the design phase. As resident engineer for the project, provided construction management, construction inspection, documentation, shop drawing review, pay estimates, punchlists and coordination for installation under the BNSF railroad.

***Curtis Avenue Sanitary Sewer and Water Main Improvements, Warrenville, Illinois***

Project engineer for the design of new sanitary sewer and water main to serve a portion of Curtis Avenue which consisted of 620 feet of 8-inch sanitary sewer and 940 feet of 8-inch water main. Design alternatives were incorporated to save the existing parkway trees by horizontal directional drilling the water main. DuPage Water Commission's 48-inch water main is routed through the project which all aspects of the project had to be designed to avoid conflict. Responsible for the preparation of plans, details, specifications, contract documents, engineer's estimate of probable construction costs and applied for IEPA permits, IHPA sign-off and IDNR endangered species sign-off.

***Bowes Road Interceptor Sewer Trunk 20, Elgin, Illinois***

Lead design engineer for the construction of 2,800 feet of new sanitary sewer in an agricultural and commercial area of Elgin. The project included 2,000 linear feet of 24-inch and 800 feet of 15-inch sanitary sewer with sewer depths up to 17 feet. The project also accounted for collecting existing and future lift station force main discharges as well as commercial sanitary services. The sanitary sewer crosses wetlands, farmlands and commercial parking lots requiring coordination with the ACOE, tenant farmers and commercial businesses for construction and access restrictions. The project required extensive coordination with ACOE.





**Mark G. Scheller, P.L.S.**

*Land Surveying*

**Experience:**

EEI: 26 years

Other: 0 years

**Registration:**

Professional Land Surveyor

Illinois, 2003

35-3581

**Education:**

Associate of Science,

Computer Aided Design,

Waubensee Community College,

Sugar Grove, IL

**Professional Associations:**

Illinois Professional Land Surveyors

Association

National Society of Professional Surveyors

**Mark Scheller is a project manager with 26 years of experience managing and working on land surveying projects which include route surveys, legal document creation and research, computer aided drafting, in both Civil 3D and Micro station, calculations, field operations, cross sections, existing and proposed centerline alignments. His expertise areas include project management, ALTA/ACSM Land Title Surveys, plats for dedications, plats for annexations, plats for easements, subdivision plats, preparation of legal descriptions, field data acquisition and processing, topographic surveys, and title searches.**



**Representative Projects:**

***2013 Street Rehabilitation Program – Union/Sheridan, Elgin, Illinois***

Survey Project Manager responsible for the scheduling and managing of the field and office land surveying activity, QA/QC for the rehabilitation of over 11,270 linear feet of roadway in Elgin in a residential and commercial area. The project required researching the county records for land ownership, legal descriptions, existing right of way dedications and the reestablishment of rights of way.

***Countryside Street and Water Main Improvements, Yorkville, Illinois***

Survey Project Manager responsible for the scheduling and managing of the field and office land surveying activity, QA/QC for the replacement of 16,000 linear feet of water main within a residential and commercial area. The project required researching the county records for land ownership, legal descriptions, existing right of way dedications and the reestablishment of rights of way.

***Roadway and Utility Reconstruction, Carpentersville, Illinois***

Survey Project Manager responsible for the scheduling and managing of the field and office land surveying activity, QA/QC and creation of the topographic survey and right of way survey for 16,500 linear feet of residential roadway for the design of the roadway reconstruction. The projects required researching the county records for land ownership, legal descriptions, existing right of way dedications and the reestablishment of rights of way.

***Municipal Drive and Galena Boulevard Extensions (HPP), Sugar Grove, Illinois***

Survey manager responsible for the scheduling of field crews, processing topographic surveys and the creation and QA/QC of Plats of Dedication and Grants of Easement. Other duties involved the processing of the topographic survey for the proposed Phase I and Phase II engineering services for the 2.5-mile Municipal Drive Extension. The project included researching county records, reestablishing rights of way, easements and section lines and the composing of legal descriptions.





**Mark G. Scheller, P.L.S.**

*Land Surveying*

***Surveying Services Upon Request – Systemwide, Illinois State Toll Highway Authority***

Survey Project Manager for a current systemwide land surveying contract with the Illinois State Toll Highway Authority (ISTHA). This work includes research, planning, field and drafting supervision for various as needed tasks including preparation of plats of highway, plats of easement, topographic surveys and review of plats prepared by other ISTHA consultants.

***Various Land Survey Projects, Various Routes, Various Counties,  
Illinois Department of Transportation, Region One/District One***

Survey Project Manager for as needed land surveying services for various projects which require land acquisition by the Department. Our work includes property research, field data acquisition, preliminary and final Plats of Highway, legal description authoring and field staking with recovery ties for all parcels to be acquired and for permanent and temporary easements.

***Various Roadway Survey Projects, Various Routes, Various Counties,  
Illinois Department of Transportation, Region One/District One***

Survey Project Manager, responsible for the fee estimate, project scope, field and office scheduling and oversight and assisting with QA/QC responsibilities for a 24-month Various-Variety/Route Surveying Contract with Illinois Department of Transportation, District One, completed in 2011. The supervisory work included field visits and the scheduling and managing of the field and office land surveying activity, review of field notes, field review of completed drawings and final review of the electronic file prior to delivery to IDOT. Work under this contract included topographic and route surveying for highways, intersections and bridges and cross section surveying for hydraulic and hydrographic analysis.

***Longmeadow Parkway/Bolz Road Corridor, Kane County, Illinois***

Survey manager responsible for the scheduling of field crews and part of the overall QA/QC of the topographic survey and plat of highways for the proposed 5.75-mile Longmeadow Parkway which includes a new bridge over the Fox River. Work for the project included topographic and right-of-way surveying for six miles of intersecting State and County highways and local roads, including Illinois Routes 62, 25 and 31.



# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL

FOR

Pressure Reducing Valve Station Replacement – Year 2

### Proposal Task Items

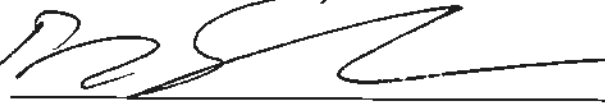
<u>Task #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1A	Ph. 1Design Mgmt.& Kickoff Meeting/ Review Meeting / Schedule	LUMP	1		
1Bi	Research – Village Atlas	LUMP	1		
1Biv	Research – Topo. Survey	LUMP	1		
1C	Geotechnical Report	LUMP	1		
1E-7	Tree Survey	LUMP	1		
1I	Permit Requirements Report	LUMP	1		
1Ji	Preliminary Plans – 60%	LUMP	1		
1Jii	Prelim Plans. – 90%	LUMP	1		
1K	Engineers Estimates (60% & 90%)	LUMP	1		
****	<b>TOTAL</b>	<b>NTE</b>			

Written Total: \_\_\_\_\_

Company: \_\_\_\_\_



## VILLAGE OF ALGONQUIN

Signature:  Date: January 25, 2019

Print Name: Bradley P. Sanderson, P.E.

Title: Vice President



# VILLAGE OF ALGONQUIN

## Attachment C

### NON-COLLUSION CERTIFICATION

#### Pressure Reducing Valve Station Replacement – Year 2

By Submission of this proposal, the Offeror \_\_\_\_\_ certifies,  
Name of Offeror

That (s)he is \_\_\_\_\_ of \_\_\_\_\_ and,  
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

**Or**

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



# VILLAGE OF ALGONQUIN

## Attachment D

### NON-CONFLICT OF INTEREST STATEMENT

#### Pressure Reducing Valve Station Replacement – Year 2

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

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

Name: Bradley P. Sanderson, P.E  
(Print)

  
(Signature)

Title: Vice President

Date: January 25, 2019

Department/Agency Engineering Enterprises, Inc.





## VIII. Additional Information

### Value Added Services

**E**ngineering Enterprises, Inc. (EEL) employs a value added service approach to all projects that enter our door. What does that mean to you? That means that we will look at all avenues on projects to determine the best possible solution. Good engineering services can save you money by developing long term cost-effective solutions. EEL diligently monitors the bidding climate, so we have the ability to set project budgets that are not exceeded on bid day. In addition, our change order rate is well below industry standard, which means we take the extra time to think through our designs and work with you to issue a project for bid that meets all of your objectives. EEL provides value added services by drawing upon our 40+ years of experience utilizing the following approaches:



- **Team Approach**
  - Collaboration Between the Municipality and EEL Staff
  - We are an Extension of You and Your Staff
  - We Listen!
- **Proven Experience**
  - All Aspects of Municipal Engineering
  - CIP Planning, Funding, and Financing
- **Commitment to the Community**
- **Experienced "A+" Project Team**
  - Responsive
  - Efficient and Effective
  - Excellent Communicators

**Customer  
Service**

**Forward  
Thinking**

**Teamwork**

**Quality**





**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**  
CIVIL ENGINEERING DESIGN SERVICES  
REQUEST FOR PROPOSAL

Due: 4:00 PM on Friday. January 25th, 2019

Pressure Reducing Valve Station Replacement  
Year 2

Project # VoA17-02-22B



# VILLAGE OF ALGONQUIN

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## NOTICE TO CONSULTANTS



# VILLAGE OF ALGONQUIN

FOR

Pressure Reducing Valve Station Replacement – Year 2

## Civil Engineering Design Consultant Services

### Plans, Specifications, and Cost Estimate

**Pre-Proposal Meeting:** Required: NO

**Submittals:** One (1) paper and one (1) PDF copy of proposal

**Due Date:** **4:00 PM CST on Friday, January 25<sup>th</sup>, 2019**

*PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE PROPOSER.*

**Addressed To:** Shawn M. Hurtig  
Project Manager of Public Works

**Mailing Address:** Village of Algonquin  
Public Works Department  
110 Meyer Drive  
Algonquin, IL 60102

**Official Address:** Village of Algonquin  
William J. Ganek Municipal Center  
2200 Harnish Drive  
Algonquin, IL 60102

**Mark Envelope:** “PROPOSAL – DESIGN SERVICES FOR PRESSURE REDUCING VALVE STATION REPLACEMENT – YEAR 2 VOA17-02-22B”

**Scope Areas:** if checked the proposal should include the following scope areas

X	Phase 1 – Engineering Design Services (see task list)
	<del>Phase 2 – Engineering Design Services (see task list)</del>
	<del>Phase 3 – Engineering Construction Services (see task list)</del>

**Issuance Date:** Friday, December 21, 2018

**Payment Type:** Not to Exceed Maximum (based on hourly rates of assigned staff)

**Funding Type:** Village Capital Improvement



# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL

FOR

Pressure Reducing Valve Station Replacement – Year 2

### **Proposal Instructions**

Instructions for Filling Forms, Format, & Submitting:

1. The Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. Proposals are preferred by email ([shawnhurtig@algonquin.org](mailto:shawnhurtig@algonquin.org)), but may be either mailed, or hand-delivered as well. If the proposal is sent by standard mail, please allow extra time for delivery before the deadline. Proposals received after the deadline will be discarded or returned to the respondent unopened. (Note: No faxed proposals will be accepted.)
3. Both the technical and price proposals must contain the signature of a duly authorized officer or agent of the respondent's company empowered with the right to contractually bind the respondent.
4. Each proposal must be sealed and addressed as stated above to ensure confidentiality of the information prior to the submission date and time. In the event that the Village prematurely opens one or more of the proposals, due to improper labeling or otherwise, the proposal will be re-sealed and handled in the same manner as other Proposals received. One (1) paper copy of the proposal is required to be submitted to Village along with one (1) electronic copy of the proposal provided as a .pdf on a USB Flash Drive.
5. Proposals become the property of the Village upon receipt. The content of proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided herein.
6. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be sealed and resubmitted according to the above instructions prior to the proposal submission deadline.



# VILLAGE OF ALGONQUIN

7. One (1) paper and one (1) electronic (.pdf) copy of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 50 pages, with material on two sides.
8. To be considered, each firm must submit a response to this RFP using the format provided herein. No other distribution of proposals is to be made by the submitter. The proposal must be signed in ink by an official authorized to bind the submitter to its provisions. Each proposal must remain valid for at least 180 days from the due date of this RFP. The proposal format shall be as follows:
  - a. **Font Size:** The font size for text pages shall be no smaller than 10 point. The overall proposal presentation must be legible. Illegible proposals will not be considered.
  - b. **Proposal Presentation:** Proposals must be tabbed. Tabs must be clearly labeled or numbered/referenced. A tabbed table of contents must be provided to clearly indicate subsequent sections.
  - c. **Cover Letter:** Two (2) pages, maximum. Pages must be 8-1/2" x 11."
  - d. **Summary Pages:** Three (3) pages maximum. Pages must be 8-1/2" x 11." Include a table of contents or other means to provide a clear indication of the subsequent sections. The summary pages should provide an at-a-glance indication of the areas addressed in the RFP.
  - e. **Detailed Company Background and Demonstrated Abilities:** Five (5) page maximum. Pages must be 8-1/2" x 11". At a minimum, provide information relative to your firm including firm name(s); business address; telephone number; state in which the firm was organized or incorporated; type of ownership; name and location of parent company and subsidiaries, if any; and indication of whether the firm is licensed to do business in the State of Illinois. Identify if the firm is one of, or a combination of: SBE, MBE or WBE.



# VILLAGE OF ALGONQUIN

- f. **Company Project Experience:** Relevant project experience in the discipline area or in supplying administration staff for the technical discipline areas including, but not limited to a list of at least five (5) relevant projects that have been completed during the past five (5) years by the firm. Provide project title, date of completion, description of work performed, owner name, address, phone number, and contact person. *These relevant projects are to be tied to the Respondent's proposed team rather than projects completed by the firm in general.*
- g. **Resumes:** Resumes should be included in a separate, tabbed section. Resumes must be limited to two (2) pages, one-sided, or one (1) page front and back for each person.
- h. **Terms and Conditions:** There is no page limit for comments on terms and conditions, but pages should be 8-1/2" x 11". Respondents shall identify questions or suggested changes to the Terms and Conditions of the Engineering Consultant Agreement should they be chosen to enter into the Agreement.



# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL

FOR

Pressure Reducing Valve Station Replacement – Year 2

### Proposal Task Items

<u>Task #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1A	Ph. 1Design Mgmt.& Kickoff Meeting/ Review Meeting / Schedule	LUMP	1		
1Bi	Research – Village Atlas	LUMP	1		
1Biv	Research – Topo. Survey	LUMP	1		
1C	Geotechnical Report	LUMP	1		
1E-7	Tree Survey	LUMP	1		
1I	Permit Requirements Report	LUMP	1		
1Ji	Preliminary Plans – 60%	LUMP	1		
1Jii	Prelim Plans. – 90%	LUMP	1		
1K	Engineers Estimates (60% & 90%)	LUMP	1		
****	<b>TOTAL</b>	<b>NTE</b>			

Written Total: \_\_\_\_\_

Company: \_\_\_\_\_



# VILLAGE OF ALGONQUIN

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL

### FOR

#### Pressure Reducing Valve Station Replacement – Year 2

##### **Project Overview**

The Village completed a comprehensive analysis on the existing water distribution system and a report was prepared in 2012 discussing the findings and goals. One goal in particular was to evaluate the existing pressure reducing valves (PRV's) and determine the condition and whether all are needed for system operation or if some can be eliminated. Thus in 2017 the Village completed a report on the existing pressure zones and PRV's.

The current system has 12 PRVs incorporated into the model between the various pressure zones. The previously determined PRV settings were confirmed and utilized for the updated water model, based on the assumptions made that they operate based on local pressure and using set points were based on field data collected for the previous model update. It was determined that the Village has several options to retain the current operational flexibility by way of upgrades and removal of equipment. The work listed in the report was significant enough for the Village to break up the work into a minimum of 3 years.

Year 2 Replacement program consists of the following projects.

##### **Zange PRV Upgrade**

The Zange Drive PRV is recommended to be rehabilitated and remain in operation, given it is the only PRV separating zones 1 & 4.

The work involves the removal of the existing PRV, and installation of a new pre-fabricated PRV station, which includes SCADA integration. The work at this location shall also include all watermain realignment necessary to produce a distribution system that is easy to maintain and operate. The location of the new PRV may require property acquisition as the ROW in the current location is very tight.

##### **Arquilla PRV Elimination**

This PRV is between Zones 4 & 4B and primarily services the commercial properties at the intersection of Hanson & Algonquin. Considering the low number of customers in pressure zone 4B it has been determined that the elimination of the Aquilla Drive PRV in lieu of in building individual PRV's is the best solution for current conditions.

The work involves the removal of the PRV and reconnection of watermain after the installation of individual PRV's in each structure located in Zone 4B.

Lastly, it should be noted that Zone 4B is in essence a long dead-end and the installation of a water quality flushing device should be considered during design.

##### **Eastgate PRV Elimination**

This PRV is located in a valve vault and while in operating condition this PRV not necessary as the Ridge St. PRV provides the same flexibility and pressure zone redundancy necessary for the Village to



# VILLAGE OF ALGONQUIN

operate effectively. It was decided by staff that this location present more long term issues out of the 2 PRV's serving the same purpose, thus it has been selected for removal.

The work involves the removal of the Eastgate PRV just south of Webster on Eastgate and installing an isolation valve (closed valve with water quality flushing device).



# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL

FOR

Pressure Reducing Valve Station Replacement – Year 2

### **Project Schedule**

The schedule provided below is essential to the successful completion of this project.

<b><u>Item</u></b>	<b><u>Date</u></b>
RFP Awarded	Feb, 5 <sup>th</sup> , 2019
Agreement Signed	Feb, 11 <sup>th</sup> , 2019
Design Kickoff Meeting	Feb, 11 <sup>th</sup> , 2019 (tentative)
Ph. 1 60% Plans	March 29 <sup>th</sup> , 2019
Ph. 1 90% Plans	April 19 <sup>th</sup> , 2019
Completion of Ph. 1 Design	May 1 <sup>st</sup> , 2019



# VILLAGE OF ALGONQUIN

## PROPOSAL INFORMATION FOR

### Pressure Reducing Valve Station Replacement – Year 2

#### **Introduction**

This Request for Proposal (RFP) may include scope for cost analysis, surveying, plan set drafting, specifications, cost estimates, legal descriptions, and limited construction oversight.

It is the intent of the Village to engage a consultant who will provide professional services as described herein. However, the Village reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the Village to pay for any expenses incurred by respondents to this RFP or to the selected consultant prior to Village of Algonquin Manager's approval of a consultant services agreement.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the project overview, as well as in the section entitled "Scope of Services" of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants, and financial resources, to carry out the work without delay or shortcomings.

Information must be legible. Corrections and erasures must be initialized. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the respondent. The contents of the proposal submitted by the successful respondent of the RFP may become part of any contract awarded as a result of this solicitation.

#### **Issuing Office**

The RFP is issued by the Village of Algonquin, Public Works Department. All questions regarding this RFP must be addressed to:

Shawn M. Hurtig

Project Manager

Village of Algonquin – Public Works Department

110 Meyer Drive



# VILLAGE OF ALGONQUIN

Algonquin, IL 60102

Phone: (847) 658-2754 ext. 4403

Fax: (847) 658-2759

E-mail: [ShawnHurtig@Algonquin.org](mailto:ShawnHurtig@Algonquin.org)

## **Pre-Proposal Meeting & Inquires**

No pre-proposal meeting will be held. Written requests for clarification regarding the RFP documents must be received by the Village no later than 4:00 PM CST on Tuesday January 22nd and can be faxed to (847) 658-2759, emailed to [shawnhurtig@algonquin.org](mailto:shawnhurtig@algonquin.org) or mailed to Shawn Hurtig, Project Manager, Department of Public Works 110 Meyer Drive, Algonquin, IL 60102.

## **Respondent Responsible for Proposal Costs**

The Village is not liable for any cost incurred by any respondent associated with the preparation of a proposal or the negotiation of an agreement for services prior to the issuance of an agreement.

Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for work authorized under the agreement.

Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services to the Village representatives at Village offices. The respondents shall bear the costs for such presentations

## **Non-Collusion & Conflict of Interest**

The respondent shall be required to submit with its proposal a fully executed Non-Collusion Statement attached to this document as Attachment C.

The respondent shall prepare and submit a statement that no conflict of interest issues exist at the submission of this proposal. In addition, non-conflict of interest statements must also be provided for any sub-consultant. Example of letter is shown in Attachment D.

## **Confidentiality**

The applicant acknowledges that the Village is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq and will cooperate in the production of any documents requested from the Village.



# VILLAGE OF ALGONQUIN

## **Addenda to the Request for Proposal**

If it becomes necessary to revise any part of the RFP, an addendum will be emailed to the distribution list prior to 4:00 PM CST on Thursday July 26th. Respondents are responsible to checking email prior to submission of their proposal and acknowledge receipt of addendum(s) within their proposal

## **Consultant Requirements**

- ✓ Ability to work effectively with the Village's staff with respect to any of the civil engineering services required by the Village.
- ✓ Ability to work effectively with the public and other public agencies.
- ✓ The ability to work with other consulting engineers, builders, contractors, and owners of property to assist and accommodate orderly project movement within the Village while minimizing inconveniences and delays.
- ✓ The selected consultant will demonstrate a working knowledge of the Village of Algonquin's Standard Specifications & Details, Village of Algonquin Municipal Code, and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (most recent addition)

## **Services Provided by Village**

Where specific functions by law are required to be performed by the Village, or where specific functions are listed in the Agreement as to be performed by the Village, Village staff will perform the actual work function.

## **Selection Criteria**

The Village of Algonquin does not require that design firms have any previous work experience with the Village in order for a proposal to be submitted or awarded. The firm must be capable of handling the work load associated with the project, and have qualified personnel available to complete the scope of services per the proposal. A list of firms that the Request For Proposals (RFP) from the Village are sent to is determined by past history as well as inquiries directed to the Public Works Director or Project Manager's office. The following factors may be used by the Village to qualify design firm applicants:

- ✓ Educational background of the consultant's key individuals assigned to the project.
- ✓ Experience with an emphasis on the projects overview requirements.



# VILLAGE OF ALGONQUIN

- ✓ Quality of past performance for the Village or similar agencies.
- ✓ Qualifications of individual within the consultant's organization directly responsible for the work. The Village reserves the right to approve the consultant's project manager.
- ✓ Adequacy of staff to perform the work within the time allowed.
- ✓ Demonstrated ability to make effective public presentations on the proposed technical components of the design.
- ✓ Demonstrated ability to work effectively with Village staff, other public agencies, and related parties.
- ✓ New or innovative ideas presented by the consultant in the proposal or presentations.
- ✓ Demonstrated ability to keep costs within project budget and estimates.
- ✓ All other things being equal, local (McHenry & Kane) consultants are preferred over non-local consultants.
- ✓ All other things being equal, non-local consultants who associate with a local consultant for the purpose of the particular services required shall be preferred to non-local consultants who do not so associate.

## **Right to Reject Proposals**

The Village reserves the right to reject any and all proposals and to waive any formality or technical errors in proposals received, to accept or reject any or all of the items in the proposal, if it is deemed in the Village's best interest.

The Village reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of the Village

## **Proposals Binding**

Respondents are advised that proposals shall be binding upon the respondent for sixty (60) days from the proposal due date. A respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.



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## **Notification**

Each Respondent submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal. The Village plans to release such letters within forty-five (45) days of the proposal submittal date. The Village may delay this action if it is deemed to be in the best interest of the Village.

## **Award of Contract**

Agreements may be negotiated with respondents whose proposal is determined to be most responsive to Village needs and most advantageous to the Village of Algonquin, considering the factors based on the criteria described herein, all as solely determined by the Village of Algonquin. Award of an Agreement may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms of qualifications and technical experience

## **Scope, Terms, and Conditions**

The Scope of the project is as determined in the project scope of services within this request. General terms and conditions listed in the Engineering Consultant Agreement (Attachment A) shall govern any agreements ensuing from this RFP. The Engineering Consultant Agreement (Attachment A) will be utilized for firms responding to this proposal.

## **Payment of Agreement**

The method of payment to the successful proposer shall be on a time and materials basis, by task and deliverables, with a **maximum “Not To Exceed” fee**, as set by the proposer in his/her proposal, as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence and materials, and any subcontracted items of work to prepare all aspects of the scope of service outlined in this proposal and any required documentation and/or deliverables outlined herein.

Progress payments will be based on actual hours, hourly costs, and support service costs charged to the project in an invoice provided by the company and approved by the Village. Payments will be made within 30 days of the Village approving a pay application pursuant to the payment schedule using the general processing guideline outlined in Attachment B.



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## PROPOSAL SCOPE OF SERVICES FOR

### Pressure Reducing Valve Station Replacement – Year 2

*The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the VILLAGE and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.*

#### **Phase 1 Services**

(Include in cost of proposal if box ☐ is checked next to task)

The VILLAGE considers Phase 1 Services as the backbone of the Project. Below are the elements of the Phase 1 services that are critical to establishing a clearly defined direction of the project.

#### ☒ **Task 1A – Design Management, Coordination, Communication, & Reporting**

*The consultant shall be responsible for managing the work outlined in the is scope of services to ensure efficient and effective use of Consultant's and Village's time and resources. The consultant shall also provide all contract management and quality control services throughout the duration of the project. The consultant shall manage change, communicate effectively, coordinate internally, and externally as needed, and proactively address issues with the Village Project Manager and others as necessary to deliver a high quality product within budget and on schedule.*

- ☒ 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. Conduct and document end of design phase review meeting(s) with Village and other impacted agency personnel. (Max 1)
- ☒ iii. Prepare and submit a baseline project design schedule and update at the 60% & 90% plan submittal dates

#### **Task 1A Deliverable(s)**

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



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## ☒ Task 1B – Research

- ☒ i. Gather Wet Utility Atlas Info (Water, Sanitary, Storm)
- ☒ ii. Gather Available Dry Utility Atlas Info (Gas, Power, Communication)  
*The consultant shall coordinate with all utility companies to obtain existing utility record plans, as-built, schematics, etc.*
- ☐ ~~iii. Contact other agencies and entities as necessary to obtain minimum design criteria of infrastructure within the project limits.~~
- ☒ iv. Conduct Topographic Survey  
*Perform various topographical surveying tasks as requested for the preparation of civil engineering construction plans. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans.*
  - Topographic Limits: See Attachments
  - All Topographic Surveys shall have the following minimum requirements:
    - 1" = 20' scale plans
    - Datum to be in the vertical datum of NAVD88 and horizontal datum of NAD83 (Illinois State Plane coordinates, international feet)
    - 1 on-site bench mark for EACH PROJECT LOCATION shall be shown and described (minimum of 1 per project)
    - Right-of-Way (ROW) lines and Monumentation (+/- 1 foot)
    - Planimetric features within and 10 feet beyond ROW line
      - Sufficient elevations shall be taken on top of and at base of retaining walls, abutment walls, wing walls, or other structures to produce one foot (1') contouring of structures.
  - Additional Topographic Surveys
    - Drainage Contouring within and 10 feet beyond ROW line as well as any easements shall have sufficient ground elevations taken to produce two foot (2') contouring in green areas
    - ~~Roadway Geometrics within and 10 feet beyond ROW line shall have sufficient ground elevations taken to produce one foot (1') contouring for roadways, around curb radii, along centerline, and through intersections.~~
    - Utility Geometrics within and 10 feet beyond ROW line as well as any easements shall have the following minimum requirements



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- Overhead information shall include: location of poles, location of overhead lines, and type of facility (electric, communication, etc..)
- Underground information shall include:
  - Where there is the potential of utilities crossing the project area, obtain utility information outside the project limits (i.e. locate downstream/upstream sanitary manholes that tie into manholes within project area)*
  - Type (use) & material of structures
  - Rim and Invert elevations
  - Type and Material of pipes/mains
  - Length and Slope of mains/mains
  - Description and type/use of any at grade facility (ie hydrants)

## Task 1B Deliverable(s)

- **Existing Conditions Plan Page(s)**
- **Other Agency / Entity Minimum Design Requirements Report**

## ☒ Task 1C – Geotechnical Report

*The appropriate scope of a geotechnical investigation is a function of the type of proposed land use or project, the soil/ geologic conditions of the project site, and type of permit or approval sought. The geotechnical consultant is responsible for targeting the scope of their investigation, testing, analyses, and documentation to balance these factors*

☐ ~~Pavement Cores (18" Total Depth) 1 every \*\*\*\*\* feet of pavement~~

☒ Soil Borings (Min Depth 30') 1 @ SW corner of Longwood @ Ridge

- **Scope of Investigation**
  - 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.
- **Geologic/Geotechnical Site Conditions**

Describe the geologic and/or geotechnical conditions of the site.

  - *Regional Geological Setting*
    - Geotechnical reports should provide a discussion with respect to the regional geologic setting of the project site. The level of detail should be consistent with the focus of the investigation and the type of proposed project and type of permit.



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## ○ *Site Geology*

- The earth materials at the subject site must be described in all geotechnical reports. The descriptions should be based on independent observation by the licensed professional geotechnical consultant or qualified individuals under their supervision.
- A comprehensive geotechnical report focusing on site geology would address the following where applicable:
  - ✓ *Bedrock Units*
  - ✓ *Geologic Structure*
  - ✓ *Surface Water and Groundwater*

## ● **Geologic/ Geotechnical Analysis**

- Describe and discuss site or project specific geologic or geotechnical analyses. For example, a geotechnical report that focuses on slope stability should describe the stability analyses that were conducted and discuss the results.

## **Task 1C Deliverable(s)**

- **Geotechnical Report**

## ☐ **~~Task 1D — Traffic Study Report~~**

~~Involves determination of vehicle or pedestrian numbers, vehicle types, vehicle speeds, vehicle weights, as well as more substantial information such as trip length and trip purpose and trip frequency.~~

### ☐ ● ~~Road Tube Studies (ADT)~~

~~Road Tube Studies produce several types of information about the vehicles passing on the selected roadway.~~

- ~~Automatic Counts via pneumatic tube method (7 day)~~
- ~~Traffic Classification % (Total Traffic, Single Axle Truck, Multi-Axle Truck)~~

### ☐ ● ~~Stop Warrant Analysis~~

~~Stop Warrant Analysis shall record vehicle turning movements at an intersection, as well as Pedestrian counts (including bikes).~~

- ~~Manual Counts shall be based on 2 hour reporting on AM & PM peak hours for 1 week (7 Days)~~

### ☐ ● ~~Parking Accumulation Studies~~

~~Parking Accumulation Studies identify the peak parking demand of a land use.~~



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- ~~○ Manual Counts shall be based on 2 hour reporting on AM & PM peak hours for 1 week (7 Days)~~

- ☐ ~~● Capacity Analysis~~  
~~Describe and discuss site or project specific traffic patterns, speeds, and counts (ADT, % Trucks, etc..) for analyses. For example, a traffic study report that focuses on signal LOS should describe the various methods utilized to determine the existing and proposed delays of the intersection.~~

- ☐ ~~● Intersection Design Study (IDOT)~~  
~~An Intersection Design Study is a graphic representation of a proposed treatment for the development or improvement of an intersection facility. It is based on an analysis of traffic needs and an evaluation of physical and economic elements at the intersection site.~~

## Task 1D Deliverable(s)

- ~~● Counts~~
- ~~● Capacity Analysis Report~~

- ☐ **Task 1E-1 Environmental Research**  
~~Reconnaissance consists of gathering and reviewing available information about the proposed project improvement, available technical data for the proposed project area, as well as a site visit. Sources of existing environmental data include published literature, departmental records, and other communications regarding the pre-existing land use, existing land use, and geology and geography conditions anticipated to be encountered at the site.~~

- ☐ i. ~~Review literature of available technical data covering the proposed project area include, but are not limited to: topographic maps, geological maps, aerial photography, satellite imagery, historic images, state and federal database records, and local fire department records~~
- ☐ ii. ~~Review of available technical data held by the Village. This may include, but is not limited to previous project plan sets, geotechnical reports, and Geographic Information System Data Sets.~~
- ☐ iii. ~~Perform interviews including but not limited to owners, occupants, and governmental officials to obtain information indicating recognized environmental condition in connection with the project area.~~



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## Task 1E-1 Deliverable(s)

### • Exhibits for Phase 1 Environmental Report

#### ☐ Task 1E-2 Phase 1 Environmental Site Assessment (ESA)

*The scope of work for a Phase 1 ESA shall be based on ASTM E1527—Standard Practice for Environmental Site Assessments. The process shall establish “due diligence”, by providing an independent, professional opinion of any recognized environmental conditions (REC) associated with the project area. The term recognized environmental condition means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate (1) an existing release, (2) a past release, (3) a material threat of a release of any hazardous substances or petroleum products in to structures on the subject property or into the ground, groundwater, or surface water of the property.*

#### ☐ i. Site Description

##### ☐ Location

- ✓ General geography of site and vicinity characteristics
- ✓ Buildings, Outbuildings, Parking Lots, etc..

##### ☐ Use

- ✓ Current use of subject properties, current use of adjoining properties

#### ☐ ii. Site Inspection

##### ☐ Hazardous Substance & Petroleum Products

##### ☐ Waste Materials

##### ☐ Unidentified Substances

##### ☐ Storage Tank Systems

##### ☐ Suspect PCB Sources

##### ☐ Other Potential concerns such as Stained Pavement, Stressed Vegetation, Floor Drains & Sumps, Septic Systems, Fill Materials, Debris, & Mechanical Equipment

#### ☐ iii. Building Inspection

*A property condition assessment prepared according to ASTM Standard E-2018-08 shall be conducted. The survey shall review all building materials, & systems.*

#### ☐ Asbestos Containing Materials

- ✓ Conduct a National Emission Standards for Hazardous Air Pollutants (NESHAP) survey (must be licensed)
- ✓ Prepare an asbestos abatement plan including provisions for air monitoring.
- ✓ Assist Village in approving abatement contractor
- ✓ Supervise and verify abatement plan has been conducted

#### ☐ Lead Based Paint (LBP) on structures constructed pre 1979.

- ✓ Conduct survey and note any LBP and the conditions
- ✓ Prepare an LBP abatement plan



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- ✓—Assist Village in approving abatement contractor
- ✓—Supervise and verify abatement plan has been conducted

☐

## Indoor Air Quality & Microbiological Testing

- ✓—Conduct survey (chemical & biological) and note any quality concerns
- ✓—Prepare an abatement plan
- ✓—Assist Village in approving abatement contractor
- ✓—Supervise and verify abatement plan has been conducted

☐

## Radon Exposure Assessment

- ✓—Conduct survey and note any exposure concerns
- ✓—Prepare an abatement plan
- ✓—Assist Village in approving abatement contractor
- ✓—Supervise and verify abatement plan has been conducted

### **Task 3 Deliverable(s)**

- Determination of Environmental Status**
  - Categorical Exclusion
  - Preparation of Ph. 2 ESA finding no significant impact (EA/FONSI)
- List or REC's**
- Building Inspection Reports & Plans**

☐

### **~~Task 1E 3—Wetland/Waters of the United States Assessment~~**

*The identification, delineation, and assessment of water/wetland resources is required under Section 404 of the Clean Water Act, to assure compliance with federal, state, county and local wetland regulations. Wetland assessment services shall include an investigation of the project site to delineate the limits of wetlands and waters of the U.S. present. The waters/wetland delineation shall be completed using the methodology established by the U.S. Army Corps of Engineers manual*

☐

#### **~~i. —Wetland / Waters Limit Delineation~~**

*Site shall have limits field staked and located with the use of submeter GPS (US State Plan Illinois East NAD 83—coordinate system)*

**~~Location established at 50 foot intervals and all changes in direction greater than 45 degrees.~~**

☐

#### **~~ii. —Hydrophytic Vegetation Study~~**

*Hydrophytic vegetation is defined as the sum total of aquatic plant life that occurs in areas where the frequency and duration of inundation or soil saturation produce permanently or periodically saturated soils of sufficient duration to exert a controlling influence on the plant species present.*

**~~Vegetation summary, FQI (Floristic Quality Index), and Native Mean C shall be established~~**



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## ☐ ~~iii. — Wetland / Waters of US Delineation Report~~

~~The Delineation report should focus solely on the identification and delineation of wetlands and other aquatic resources. Although these reports provide crucial information for making later regulatory decisions, they should not be used by the delineator to make regulatory conclusions. Delineation reports that provide a thorough and complete analysis of site conditions will often facilitate state and federal jurisdictional determinations. These determinations should remain separate from the technical delineation report. For example, if a wetland clearly appears to be an isolated basin, with no inlets or outlets, the report may indicate these facts, but only the Corps, in coordination with the Environmental Protection Agency (EPA), can make the final jurisdictional determination based upon federal policy (some isolated basins are jurisdictional waters of the U.S.).~~

**Delineation Report shall have all components as outlined in Attachment E**

### **Task 1E-3 Deliverable(s)**

- ~~Location Data File~~
- ~~Delineation Report~~
- ~~US ACOE Jurisdictional Determination~~

## ☐ **Task 1E-4 Floodplain / Floodway Determination**

~~The Federal Emergency Management Agency (FEMA) and the counties of Kane & McHenry have generally prepared mapping identifying the location of floodplains and floodways. These maps shall be reviewed against project location. When no maps are available then the upstream drainage area tributary to the project site shall be calculated. If the upstream area is 640 acres or less then no further action is necessary.~~

### **Task 1E-4 Deliverable(s)**

- ~~Floodplain / Floodway Map & Determination~~

## ☐ **Task 1E-5 Threatened & Endangered Species Evaluation**

~~Threatened and Endangered species can include a variety of plants and animals and are usually associated with higher quality upland and lowland habitat but can also be found in degraded environments. Federally listed Threatened and Endangered Species are regulated by the U.S. Fish and Wildlife Service under the Endangered Species Act. State of Illinois listed Threatened and Endangered Species are regulated by the Illinois Department of Natural Resources under the Illinois Endangered Species Protection Act. The Illinois Endangered Species Protection Act [520 ILCS 10/11(b)] and Illinois Natural Areas Preservation Act [525 ILCS 30/17] as set forth in procedures under Title 17 Ill. Admin. Code Part 1075, are laws that require the Village to consider the potential adverse effects of projects on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory.~~



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☐ i. ~~US Fish & Wildlife Service Section 7 Report~~

~~Section 7 of the Endangered Species Act, called "Interagency Cooperation," is the mechanism by which Federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the existence of any listed species~~

☐ ii. ~~IDNR EcoCAT Consultation Report~~

~~EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if the project is in the vicinity of protected natural resources. The outcome of the EcoCat consultation is a natural resource review report that either:~~

- ~~• Terminates consultation if no resources are in the vicinity; or~~
- ~~• Lists resources that may be in the vicinity and identifies the staff member who will review the action. After review, staff will either:~~
  - ~~✓ Terminate consultation because adverse effects are unlikely;~~
  - ~~✓ Request additional information, or~~
  - ~~✓ Recommend methods to minimize potential adverse effects.~~

**Task 1E-5 Deliverable(s)**

- ~~• Section 7 Report & Determination~~
- ~~• IDNR EcoCat Report & Determination~~

☐ **Task 1E-6 Cultural & Archaeological Resources**

~~The protection of historic, architectural and archaeological resources within the State of Illinois is regulated by the Illinois Historic Preservation Agency (IHPA) under Section 106 of the National Historic Preservation Act and the Illinois State Agency Historic Resource Preservation Act.~~

☐ i. ~~Illinois Historic Preservation Agency Project Review Form~~

~~In order to request the comments of the State Historic Preservation Officer concerning possible project effects on cultural resources the following information should be provided in the submittal form:~~

- ~~✓ Names of all funding, licensing or permitting agencies~~
- ~~✓ Complete description of all elements of proposed undertaking~~
- ~~✓ Any relevant permit, project or previous IHPA~~
- ~~✓ Map clearly indicating project location~~
- ~~✓ Project site plans and specification (if applicable)~~



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- ~~✓—Project address(es)~~
- ~~✓—Existing site conditions (vacant lot, agricultural field, pasture, etc.)~~
- ~~✓—Total acreage involved in project~~
- ~~✓—Documentation of any prior non-agricultural disturbance~~
- ~~✓—Structures involved~~
  - ~~▪—Current photos (color 5"x7" of each side of all structures)~~
  - ~~▪—Interior photos (if structure is 50 years or older—each wall of each room or space)~~
  - ~~▪—Date of original construction~~
  - ~~▪—Any known historical information or significance to community~~

## **Task 1E-6 Deliverable(s)**

- ~~•—IHP Report & Determination~~

## ☒ **Task 1E-7 –Tree Survey**

*The consultant shall provide a survey of wooded or forested areas. All trees six inches or greater at breast height (DBH) shall be tagged, assessed, and located by sub-meter GPS (US State Plan Illinois East NAD 83 - coordinate system). The information shall be tabulated in a tree inventory (electronic database MS Excel) and include tree id #, species (common & scientific), size, condition, form, and general comments regarding quality. Quality ratings shall be 1 -5 with 1 being excellent health and 5 being dead or diseased.*

## **Task 1E-7 Deliverable(s)**

- Tree Inventory Database File & Location File**

## ☐ **Task 1F—Design Outreach**

~~*The consultant shall attend appropriate design outreach meetings and participate in design discussions with external stakeholders (e.g. meetings with school districts, homeowner associations, etc.).*~~

## **Task 1F Deliverable(s)**

- ~~•—Meeting Agendas and Meeting Minutes~~

## ☐ **Task 1G—Funding Opportunities**

~~*The consultant shall research and recommend any possible funding sources that the project may utilize beyond the standard Village budget.*~~

## **Task 1G Deliverable(s)**

- ~~•—Funding Source Report~~



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## ☐ Task 1H—Conceptual Plans

*The consultant shall produce conceptual drawings. The purpose of the conceptual design is for the Consultant to identify, develop, and communicate the recommended options of design that successfully addresses all design problems. Preparation of conceptual plans shall include the identification of alternatives. Based on approval from Village staff, the consultant shall develop the preferred alternative design.*

○ Concepts for: ~~List~~ \_\_\_\_\_

### Task 1H Deliverable(s)

- ~~Conceptual Plan and Alternatives~~
  - ~~Preliminary Cover and index of sheets~~
  - ~~Project Limits & Area Location Map~~
  - ~~Design variations with written narrative on key design decisions~~

## ☒ Task 1I – Permits

*The consultants shall ensure the Village is made aware all necessary permits required by any approving agencies which may include, but is not limited to:*

- Army Corps of Engineers
- Illinois Environmental Protection Agency
- Illinois Department Natural Resources
- Illinois Department of Transportation
- Kane County Department of Transportation
- McHenry County Department of Transportation
- McHenry or Kane County Development
- Algonquin Building Permit(s)

### Task 1I Deliverable(s)

- Permit Requirements Report

## ☒ Task 1J – Preliminary Plan(s)

*Preliminary plans are the designed culmination of several scope areas into a cohesive set of documents that portray the project agenda.*

- ☒ i. 60% Minimum Requirements (when applicable)
  - Cover Sheet



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- Includes: Overall Location Map, Index of Sheets, Contact Info, VoA Project ID, etc..)
  - General Notes Sheet(s)
    - Includes: VoA water and sewer standards, grading info, testing info
  - Summary of Quantities Sheet(s) *Items only, does not require qty*
  - Alignment, Ties, & Benchmarks Sheet(s)
  - Existing Conditions Sheet(s)
    - Includes: Major Surface Drainage Routes, Dry & Wet Utilities, and Site Planimetrics
  - Proposed Removal / Demolition Sheet(s)
  - ~~○ Proposed Roadway Geometry Sheet(s)~~
    - ~~▪ Includes: Typical Sections & Centerline Profiles~~
  - ~~○ Proposed Surface Drainage Geometry Sheet(s)~~
    - ~~▪ Includes: Detention Area(s) (HWL, NWL), Side Yard Ditch (Cross section), & Overland Flood Routes.~~
  - Proposed Utility Geometry Sheet(s)
    - Includes: Existing Structure & Pipe Work Designations, New Structure(s) (location, material, type, rim, & invert(s)), New Pipe(s) (material, type, size, length, & slope).
  - Proposed Electrical Schematics
    - Electrical Service Supply Route
    - ~~▪ Lighting Schematic (Roadway and or Site)~~
    - ~~▪ Light Pole & Signal Mast Locations~~
    - ~~▪ Photometrics~~
  - ~~○ Storm Water Control Structure(s) Detail & Calculations~~
- X

 ii. 90 % Minimum Requirements (when applicable)
  - Soil Erosion & Sediment Control Sheet(s)
  - ~~○ Roadway Geometry Sheet(s)~~
    - ~~▪ Includes: Cross Section Sheet(s), Pavement Markings, & Signage~~
  - Traffic Control Sheet(s) – IF NECESSARY
    - Maintenance of Traffic (Phasing) Sheet(s)
    - ~~▪ Detour Route(s) Sheet(s)~~
  - Landscaping & Restoration Sheet(s)
    - Seeding Types & Zones
    - Erosion Blanket Types & Zones
    - Tree Planting Locations & Types
  - Structural (FOR PRV STATION INSTALLATIONS)
    - Plan & Elevation
    - ~~▪ Type, Size, & Location Plan Pages~~



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## Task 1J Deliverable(s)

- 60% and 90% plan submittals, hard copy (1-E size) and electronic (.pdf) format.

☒

## Task 1K –Engineers Estimates

*The consultants shall evaluate the plan and alternatives and provide the Village with a preliminary estimate for cost of construction.*

## Task 1K Deliverable(s)

- Engineers Estimate of Probable Construction Costs at 60% & 90%

☐

## ~~Task 1L –Public Meeting~~

~~*The consultants shall ready exhibits of the approved Preliminary project documents and attend a public meeting (3 hrs) to help explain the proposed project to residents. The Village will select the suitable location and prepare meeting notices.*~~

## ~~Task 1L Deliverable(s)~~

- ~~• Public Meeting Exhibits & Attendance~~

☐

## ~~Task 1M –Easement & ROW Acquisition Documentation~~

~~*The consultants shall ready survey exhibits for any required property acquisition, and permanent or temporary easements. This includes drafting the legal description and any field work required to complete the exhibit(s)*~~

## ~~Task 2F Deliverable(s)~~

- ~~• Permanent & Temporary Easement Exhibits~~
- ~~• Plat of Survey~~
- ~~• Property Acquisition Exhibits~~



# VILLAGE OF ALGONQUIN

## Phase 2 Services

(Include in cost of proposal if box ☐ is checked next to task)

The VILLAGE considers Phase 2 Services as the finishing touches of the Projects Design. Below are the elements of the Phase 2 services that are critical to establishing Project documentation that is bid ready

### ☐ Task 2A—Design Management, Coordination, Communication, & Reporting

*The consultant shall be responsible for managing the work outlined in the is scope of services to ensure efficient and effective use of Consultant's and Village's time and resources. The consultant shall also provide all contract management and quality control services throughout the duration of the project. The consultant shall manage change, communicate effectively, coordinate internally, and externally as needed, and proactively address issues with the Village Project Manager and others as necessary to deliver a high quality product within budget and on schedule.*

#### Task 2A Deliverable(s)

- Project Schedule & Updates
- Utility Coordination Letters
- Report summarizing review comments and resolutions to comments

### ☐ Task 2B—Permit Clearing

*The consultants shall work with the Village to compose, complete, and file all necessary permits including but not limited to:*

- Storm Water Pollution Prevention Plan
- Army Corps of Engineers (404 or individual)
- Illinois Environmental Protection Agency
- Illinois Department Natural Resources
- Illinois Department of Transportation
- Kane County Department of Transportation
- McHenry County Department of Transportation
- McHenry County Development
- Kane County Development
- Algonquin Building Permit(s)

#### Task 2B Deliverable(s)

- Permit Status Report



# VILLAGE OF ALGONQUIN

## ☐ Task 2C—Final Plans & Specifications

*The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be printed on 24" x 36" paper and shall be complete with final signatures and ready for reproductions. Preparation of plans shall include the final alignment, geometry, and cross sections. Specification shall include descriptions of all line items identified and include method of measurement. All plan details shall be included. All unique construction notes, processes, and procedures shall be included in plan set.*

### ● ~~Pre-Final Plan Set Minimum Requirements (when applicable)~~

- ~~○ 60% & 90% Minimum Requirements~~
- ~~○ Project Standard Details~~
- ~~○ Traffic Control Sheet(s)~~
  - ~~▪ Maintenance of Traffic sheet(s)~~
- ~~○ Electrical Plan Sheet(s)~~
  - ~~▪ Conduit & Wire locations, material, type, and size~~
  - ~~▪ Controller Schematic & Summary of Quantities~~
  - ~~▪ Controller Plan, Cross Section(s), and Details~~
  - ~~▪ Light Pole & Handhole Details~~

### ● ~~Final Plan Set Minimum Requirements (when applicable)~~

- ~~○ Pre-Final Minimum Requirements~~
- ~~○ Special Details~~
- ~~○ Final Structural (OR PREFAB DESIGN)~~

### ● ~~Pre-Final Specifications Manual Minimum Requirements (when applicable)~~

*Specification manual shall be constructed per Village standards*

- ~~○ Standard Special Provisions~~
  - ~~▪ Intro Page~~
  - ~~▪ Recurring Special Provisions~~
  - ~~▪ Project Specific Project Provisions~~

### ● ~~Final Specification Manual Minimum Requirements (when applicable)~~

- ~~○ All Standard Special Provisions~~
- ~~○ Line Item Special Provisions (IDOT Modifications)~~
- ~~○ Line Item Special Provisions (VoA Special Provision)~~

## Task 2C Deliverable(s)

- ~~Pre-Final Plan Set~~
- ~~Pre-Final Specifications Manual~~
- ~~Final Plan Set~~
- ~~Final Specifications Manual~~



# VILLAGE OF ALGONQUIN

## ☐ **Task 2D—Final Engineers Estimate**

*The consultants shall evaluate the final plan and provide the Village with an estimate for cost of construction. Include any anticipated contingency required as well as estimates for construction inspection, materials inspection, and any known permit fees.*

### **Task 2D Deliverable(s)**

- **Final Engineers Estimate**

## ☐ **Task 2E—Bid Documents**

*The consultants shall ready the project documents for bidding in a public environment. This includes the gathering of Village bidding documentation, schedules, and fees along with the plan(s), specifications, and permits obtained. A uniform bid package shall be constructed on the schedule outlined by the Village, and copies made available (fee) at the consultant's office. The consultant shall address any addenda and RFI that are encountered during the bidding process. Attendance at bid opening is not required, however the consultant shall tabulate, review, and recommend award for bids received.*

### **Task 2E Deliverable(s)**

- **Bidding Documents (template supplied by Village)**
- **Advertisement of Bid (template supplied by Village)**
- **Bid Tabulation, & Recommendation**



# VILLAGE OF ALGONQUIN

## Phase 3 Services

(Include in cost of proposal if box ☐ is checked next to task)

The VILLAGE considers Phase 3 Services as Project Construction and uses Design services as a supplement to constructing the design. Below are the elements of the Phase 3 services that are critical to ensuring construction services are met.

### ☐ Task 3A—Pre-Construction Conference & Final Walk Through

*The consultants shall attend the preconstruction conference. The Village will arrange the venue, time, and notify all necessary attendants. The Village will provide the agenda for the preconstruction conference. The Consultant shall also attend a final inspection walk through of the project to review conformance to design and provide a punchlist listing all deficiencies*

#### **Task 3A Deliverable(s)**

- **Punchlist**

### ☐ Task 3B—Design Support on Construction RFI, Shop Drawing, and Submittals

*The consultants shall assist the Village with the processing, review, and response to design issues brought up during the construction of the project. This includes providing tracking on status of each RFI, Shop Drawing, and Submittal, as well as providing written correspondence addressing each item. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract, nor is such review a guarantee that the work covered by the shop drawings, samples, or submittals is free of errors, inconsistencies or omissions.*

#### **Task 3B Deliverable(s)**

- **RFI, Shop Drawing, & Cut Sheet Tracking Form**

### ☐ Task 3C—As-Built Plans

*The consultants shall provide surveying of the completed project to determine final geometry, alignment and grade of the constructed project. Plans shall be drafted that indicate the “as-constructed” information. Final plans shall be printed on 24” x 36” paper and Village shall also be supplied an electronic copy (.pdf format)*

#### **Task 3C Deliverable(s)**

- **As-Built Plan**



# VILLAGE OF ALGONQUIN

## ATTACHMENTS

### FOR

**PROJECT NAME**

### ENGINEERING CONSULTANT AGREEMENT

This Agreement, made and entered into by and between the Village of Algonquin, Illinois (the "Village") and FIRM NAME ("AKA"), has been prepared and executed to provide professional consulting engineering services. In consideration of the agreements made herein, the parties agree to the terms, provisions, and conditions as set forth in this Agreement.

### OBLIGATIONS OF DESIGN ENGINEER

#### 1. Services

The Scope of Services shall be as outlined in the attached approved proposal. The Village may make changes or approve changes within the Scope of Services in this Agreement. If such change materially affects the Consultant's cost or time required for performance of the Services, upon written request by the Consultant, the Village may equitably adjust the time or compensation through a written amendment to this Agreement.

#### 2. Insurance

Consultant shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which insurance shall be placed with insurance companies rated "A" or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Illinois.

##### a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

##### i. Worker's Compensation and Employers' Liability Insurance..

Worker's Compensation or similar insurance in amounts and in form in accordance with all applicable statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and Employers



# VILLAGE OF ALGONQUIN

Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

- ii. **A Commercial General Liability.** Commercial General Liability Insurance on an occurrence basis for the operations of the Consultant which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with combined single limits of not less than \$2,000,000 per occurrence and in the aggregate. Consultant may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.
- iii. **A Commercial Automobile Liability.** Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iv. **Professional Liability Insurance.** Professional Liability Errors and Omissions Insurance, including contractual liability coverage, for all claims the Consultant shall become legally obligated to pay resulting from any negligent act, error or omission related to the Consultant's professional services required under this Agreement, with limits of not less than \$1,000,000 per occurrence and in the aggregate. This policy shall remain in effect during the term of this Agreement and for three (3) years after final completion of the Services. The deductible for this coverage shall not exceed \$50,000.

b. **Other Insurance Provisions.**

- i. **Additional Insured Coverage Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance required by this Agreement shall name the Village, its employees and elected officials ("Additional Insureds"), as additional insureds with respect to the Consultant's operations under this Agreement pursuant to a written endorsement with coverage at least as broad as that in either ISO Form CG 2033 or CG 2037. All Insurance policies required by this Agreement shall



# VILLAGE OF ALGONQUIN

- state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds.
- ii. **Subrogation; Cross liability Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.
  - iii. **Evidence of Coverage.** - Before any services are provided pursuant to this Agreement the Village shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory endorsements. The Village shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. Copies of insurance policies required by this Agreement shall be provided to the Village within seven (7) days of the Village's written request.
  - iv. **Notice of Cancellation, Modification.** All insurance policies required by this Agreement shall not be canceled, permitted to lapse or substantially modified without thirty (30) days' prior written notice to the Village by the Consultant or its insurer(s).
  - v. Compliance with the insurance requirements of this Agreement shall not be relieved by the Village's receipt or review of any copies of insurance policies or insurance certificates. No Insurance required or furnished hereunder shall in any way relieve the Consultant of or diminish any of his responsibilities, obligations, and liabilities under the Agreement
- c. **Subcontractor Insurance.**
- Each subcontractor and sub-subcontractor of any tier shall furnish Consultant, before commencing the Services under this Agreement, certificate of insurance evidencing compliance with the minimum requirements listed above. Each certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Consultant, Consultant shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractors of any tier.



# VILLAGE OF ALGONQUIN

## 3. Indemnification.

- a. The Consultant must defend, indemnify, keep and hold harmless the Village, its elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
  - i. injury, death or damage of or to any person or property;
  - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
  - iii. The Consultant's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including the Consultant's failure to perform its obligations to any subcontractor;
  - iv. injuries to or death of any employee of the Consultant or any of its subcontractors under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Consultant's breach of this Agreement, errors or omissions in performing the Services or to the Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, subcontractors or licensees.

- b. The Consultant's obligations to indemnify, keep, and hold harmless the Village, its elected and appointed officials, and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the Village, or its elected and appointed official(s) or employee(s) if the Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
- c. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of



# VILLAGE OF ALGONQUIN

or during the Consultant's performance of Services beyond the term. The Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Village are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Section 2 of this Agreement.

4. **Compliance with Laws.**

- a. The Consultant will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described:
- b. If any of the Services provided under this Agreement fall within the work classifications of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., the Consultant must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties for the payment of workers with covered classifications.

5. **Sub-consultants and Assigns.**

The Consultant shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Village. All sub-consultants and all approvals of sub-consultants are, regardless of their form, considered conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Village-approved Sub-consultant.

All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement and provide that the



# VILLAGE OF ALGONQUIN

Sub-consultants are subject to all the terms of this Agreement. The approval by the Village of the use of sub-consultants in the performance of the Services under this Agreement shall not operate to relieve the Consultant of any of its obligations or liabilities under this Agreement. The Consultant shall furnish upon request of the Village copy of any and all sub-consultant agreements pertaining to this Agreement

## **OBLIGATIONS OF THE VILLAGE**

### **6. Information.**

The Village will furnish the Consultant with such data, information and documents pertaining to or requested by the Consultant for the performance of Services under this Agreement to the extent it is available and in the possession of the Village. Information furnished by the Village in connection any project is for informational purposes only. The Consultant shall perform such verification of data as may be needed to perform the Services required for the project, or alternately, shall recommend to the Village that various aspects of the information be verified in advance if deemed prudent by the Consultant

### **7. Fees.**

For the performance by FIRM NAME of the Services set forth above, the Village shall pay FIRM NAME on the following basis of payment:

- a. Amount of (\$\*\*\*\*\* ) Fee. FIRM NAME shall receive, as full payment for completing all Services required of FIRM NAME under this Agreement, a fee consisting of payment for the Services at the hourly rate(s) attached as Attachment E (supplied by engineer) as well as the “not to exceed” amount of the approved proposal. Rates include all profit and overhead, including, but not limited to telephone, e-mail, and travel expenses. In addition, at no time, shall FIRM NAME charge the Village for time spent on telephone calls and e-mails with the Village, or travel time. Any increase in said rates shall be



# VILLAGE OF ALGONQUIN

approved by the Village Manager upon forty-five (45) days written notice from FIRM NAME to the Village Manager.

- b. Reimbursable Expenses. Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery Services, and consultant's fees shall be paid at 1.0 times the amount charged to FIRM NAME.
- c. Payment of FIRM NAME Fee. Upon receipt of monthly statements from FIRM NAME payments for the Services performed shall be due and payable to FIRM NAME within forty-five (45) days after approval by the Village. In the event the Village disputes the fees charged by FIRM NAME, the 45-day payment period shall be suspended until such time as the parties come to an agreement as to the correct amount of fee, however, all other non-disputed fees shall be paid within the 45-day payment period.

## **DEFAULT AND TERMINATION OF AGREEMENT**

### **8. Events of Default.**

The following constitute events of default by Consultant:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Village, and
- b. Consultant's material failure to perform any of its obligations under this Agreement, including but not limited to failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, failure to timely cure defective performance upon written notice from the Village, and failure to comply with any other material term of this Agreement, including the provisions concerning insurance, indemnification and nondiscrimination.

### **9. Termination.**



# VILLAGE OF ALGONQUIN

- a. **By Village.** The Village may terminate this Agreement with or without cause at any time by providing written notice to the Consultant. In the event of a termination for cause due to the Consultant's failure to perform in accordance with the terms of this Agreement, the Consultant shall be paid any sums otherwise due and owing under this Agreement only after the Village has completed the Services with other resources, and has deducted the cost of such Services, and any other damages payable to the Village from any contract balance otherwise due and owing to the Consultant under the Agreement.
- b. **By Consultant.** This Agreement may be terminated by FIRM NAME, for any reason or no reason at all, upon thirty (30) days written notice to the Village. Upon such termination, FIRM NAME, in accordance with this Section 9, shall make available to the Village, copies of all documents pertaining to Services performed by FIRM NAME and shall be paid in for Services provided to the date of termination.
- c. In the event of a termination by other party without cause, the Consultant shall be paid for all Services performed through the date of termination, based on the percentage of Services completed (subject to applicable setoff rights), and the Consultant shall not be entitled to any other compensation or damages from the Village.
- d. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village.
- e. A termination by either party shall not relieve the Consultant of liability for the negligent acts or omissions of the Consultant, its employees, agents or contractors.

## MISCELLANEOUS

### 10. Reuse of Documents.



# VILLAGE OF ALGONQUIN

All drawings, plans, specifications, documents, reports, data, renderings, models and other work provided as part of the Services under this Agreement (“project documents”) shall be the property of the Village. All project documents are intended for use on this project only. Any reuse by the Village, without specific written verification or adoption by FIRM NAME, shall be at the Village's sole risk, and Village shall indemnify and hold harmless FIRM NAME from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

11. **Force Majure.**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by acts of God, strikes, lockouts, terrorism, bomb threats, or other events beyond the control of such party that prevents such party from meeting its obligations under this Agreement.

12. **Suspension, Delay, or Interruption of Services.**

The Village may suspend, delay, or interrupt the Services of the Consultant for the convenience of the Village. In the event of such suspension, delay, or interruption, Termination of the Agreement or an equitable adjustment in the fee or schedule for the remaining Services can be requested by either party if overall delay from only these unforeseeable causes prevents completion of the Services for six (6) months after the specified completion date. The request for an adjustment must be made in writing after the six months have elapsed and only the Services remaining at that time shall be adjusted.

13. **Dispute Resolution.**

Any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, , and any award made thereon shall be enforceable in any court of general jurisdiction. The exclusive venue for the administration of such arbitration shall be the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois. The parties agree to one arbitrator to resolve any arbitration proceeding. In the event that the claims or counterclaims arising from the controversy



# VILLAGE OF ALGONQUIN

are less than \$10,000, exceed \$150,000 or in disputes involving non-monetary claims, the parties agree that the Village retains the right, at its sole discretion, to waive arbitration and file suit in the exclusive jurisdiction of the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, Illinois. Any award in favor of the Village the Consultant shall include the Village's reasonable attorney fees and costs incurred in any proceeding or arbitration, or otherwise incurred, to enforce the terms of this Agreement.

14. **Severability.**

The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it, which shall survive and remain in force and enforceable.

15. **Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

16. **Independent Contractor.**

- a. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the Village. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the Village.
- b. This Agreement is between the Village and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship.

17. **Amendment.**



# VILLAGE OF ALGONQUIN

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and the Village or their respective successors and assigns. The Village incurs no liability for additional Services without a written amendment to this Agreement.

Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin, unless expressly stated to otherwise in the written approval.

18. **Governing Law and Jurisdiction.**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of McHenry, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement, in accordance with the Dispute Resolution section of this Agreement.

19. **Authority.**

Consultant represents and warrants that it is authorized to enter into this Agreement and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement.



# VILLAGE OF ALGONQUIN

## VILLAGE OF ALGONQUIN

By: Mr. John Schmitt, Village President

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

## DESIGN ENGINEERING FIRM

Firm Name: FIRM NAME

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

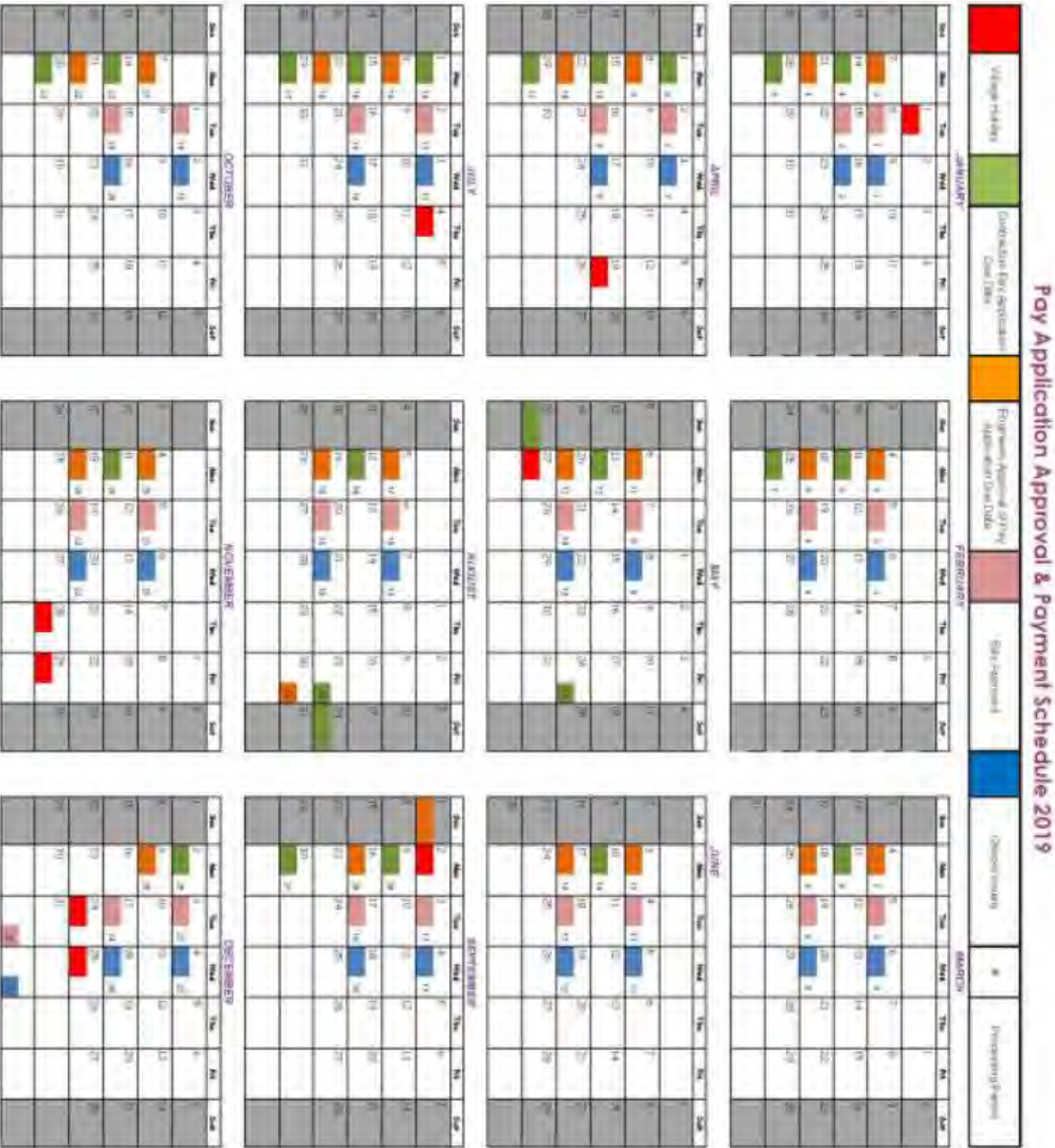
Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# VILLAGE OF ALGONQUIN

## Attachment B





# VILLAGE OF ALGONQUIN

## Attachment C

### NON-COLLUSION CERTIFICATION

#### Pressure Reducing Valve Station Replacement – Year 2

By Submission of this proposal, the Offeror \_\_\_\_\_ certifies,  
Name of Offeror

That (s)he is \_\_\_\_\_ of \_\_\_\_\_ and,  
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

**Or**

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



# VILLAGE OF ALGONQUIN

## Attachment D

### NON-CONFLICT OF INTEREST STATEMENT

#### Pressure Reducing Valve Station Replacement – Year 2

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

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

Name: \_\_\_\_\_  
(Print) (Signature)

Title: \_\_\_\_\_

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

Department/Agency \_\_\_\_\_

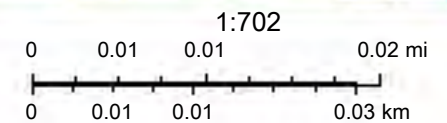


# Village of Algonquin



12/21/2018 12:34:26 PM

- Storm Gravity Mains
- Storm Structures
- <all other values>
- Storm Ceptor
- Catchbasin
- Inlet
- Manhole






# Village of Algonquin



12/21/2018 12:35:00 PM


Storm Gravity Mains Catchbasin

## Storm Structures

 <all other values>

★ Storm Ceptor

 Catchbasin

 Inlet Manhole

1:702

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The Village of Algonquin has provided the following maps for informational purposes only. The data illustrated is provided and maintained by various federal, state, and local governments and agencies. Their accuracy is not guaranteed and the maps do not take the place of a legal survey.

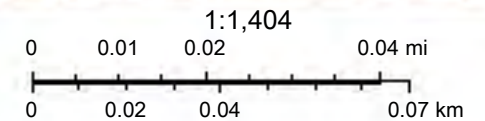


# Village of Algonquin



12/21/2018 12:35:39 PM

- Storm Gravity Mains
- Storm Structures
- Catchbasin
- Inlet
- <all other values>
- Manhole
- Storm Ceptor







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

**– M E M O R A N D U M –**

DATE: May 9, 2019  
TO: Tim Schloneger, Village Manager  
FROM: Michele Zimmerman, Assistant Public Works Director  
SUBJECT: *Crack Seal Bid*

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Bids were opened on May 7, 2019 for crack seal program for 2019 with an option to renew for 2020 and 2021. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the Village of Cary. The joint bid included the communities of Algonquin, Cary, McHenry and Woodstock.

Only one valid bid was received for this service. SCK Construction out of West Chicago, IL was the low bidder at \$153,900.00 for 2019, \$162,000.00 for 2020 and \$174,150.00 for 2021. The bid also included the option for SKC to perform sweeping the road after each crack sealing section is complete. We do not anticipate using this alternate bid as we can do this in-house with our staff and equipment.

The prices listed above are the total quantities for all of the communities in the bid. Algonquin's portion of the bid is as follows:

2019	50,000 lineal feet	\$0.38 per lineal foot	\$19,000.00
2020	50,000 lineal feet	\$0.40 per lineal foot	\$20,000.00
2021	50,000 lineal feet	\$0.43 per lineal foot	\$21,500.00

The Village has been using SKC as our crack sealing contractor since 2016 and we have had no issues with their performance or materials. Money was budgeted for this in the General Services fund. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of SKC Construction to perform crack sealing services for Algonquin's portion of the bid for years 2019, 2020, & 2021.



onquin

2019

City of McHenry  
City of Woodstock

MCHENRY COUNTY  
PARTNERING INITIATIVE  
2019 CRACK  
SEALING PROGRAM JOINT  
BID



**2019 CRACK SEALING PROGRAM  
REQUEST FOR JOINT BID**  
SOLICITING AGENCY: VILLAGE OF CARY



LEGAL NOTICE / PUBLIC NOTICE  
VILLAGE OF CARY  
JOINT BID NOTICE

The Village of Cary, Village of Algonquin, City of McHenry, and City of Woodstock are jointly soliciting sealed bids from construction contractors for the following project:

**2019 CRACK SEALING Program**  
**Joint Bid**

Sealed bids for this contract must be received before 11:00 a.m. on Tuesday, May 7, 2019 at the Cary Village Hall, 655 Village Hall Drive, Cary, Illinois 60013, at which time all bids will be publicly opened and read aloud.

The scope of the work includes routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks, to be performed throughout the Municipalities.

Copies of the bidding documents, including contract provisions and specifications, may be obtained at the Village of Cary Public Works Department by calling Engineering Technician Scott Fish at 847-639-0003 or emailing a request to [CaryPW@CaryIllinois.com](mailto:CaryPW@CaryIllinois.com). It is the responsibility of the bidder to meet all requirements of the bid documents. **All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Cary for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

Dated: April 12, 2019  
Erik D. Morimoto, PE, PTOE  
Director of Public Works / Village Engineer



**MC HENRY COUNTY PARTNERING INITIATIVE  
2019 CRACK SEALING PROGRAM JOINT BID**

**OWNER CONTACT INFORMATION**

**Village of Cary (Soliciting Agency)**

454 Cary Woods Circle

Cary, Illinois 60013

Telephone: 847-639-0003

Attention: Erik Morimoto

Director of Public Works / Village Engineer

**Village of Algonquin**

110 Meyer Drive

Algonquin, IL 60102

Telephone: 847-658-2754

Attention: Bob Mitchard

Director of Public Works

**City of McHenry**

1415 Industrial Drive

McHenry, IL 60050

Telephone: 815-363-2186

Attention: Jon Schmitt

Director of Public Works

**City of Woodstock**

326 Washington Street

Woodstock, Illinois 60098

Telephone: 815-338-6118

Attention: Jeff Van Landuyt

Director of Public Works



# **MCHENRY COUNTY PARTNERING INITIATIVE 2019 CRACK SEALING PROGRAM JOINT BID**

## **INVITATION FOR BIDDER'S PROPOSALS**

As part of the McHenry County Partnering Initiative, the Village of Cary is organizing a joint bid on behalf of various municipalities for the 2019 Crack Sealing Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

### **1. Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks.

The work shall be performed at the following Work Sites in the:

- Village of Algonquin, Illinois
- Village of Cary, Illinois
- City of McHenry, Illinois
- City of Woodstock, Illinois

### **2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

### **3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;



4. **Inspection and Examination**

The Bid Package may be examined at the Village of Cary Village Hall (655 Village Hall Drive, Cary, IL 60013). A copy of the Bid Package may also be received upon request by calling the Village of Cary Public Works Department at 847-639-0003 or emailing [CaryPW@CaryIllinois.com](mailto:CaryPW@CaryIllinois.com).

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **11:00 A.M.**, local time, **May 7, 2019** at the Village of Cary Village Hall, 655 Village Hall Drive, Cary, IL 60013, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.



# **MCHENRY COUNTY PARTNERING INITIATIVE 2019 CRACK SEALING PROGRAM JOINT BID**

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1. Interpretation of Documents Included in Bid Package**

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or



effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

- E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Term**

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of



the initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

4. **Prevailing Wages**

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and



authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

7. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand



correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

8. **Signature Requirements**

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

9. **Bid Security, Performance Bonds, and Insurance**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a:

- i. Cashier's Check; or
- ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or



- iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Bid Package; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.
- C. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.
- D. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to



do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
  - \$1,000,000 per injury – per occurrence;
  - \$1,000,000 per disease – per employee; and
  - \$1,000,000 per disease – policy limit.
- iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
  - General Aggregate Limit \$ 2,000,000
  - Each Occurrence Limit \$ 1,000,000
- iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
  - Each Occurrence Limit \$ 1,000,000
- v. **Umbrella Excess Liability** with limits not less than:
  - \$2,000,000 over Primary Insurance
- vi. Contractor agrees that with respect to the above required insurance:



- The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- The Contractor’s insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- A Certificate of Insurance that states that each **Municipality** has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.



## EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



## EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center;">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, City of McHenry, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

11. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal



of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **Qualification of Bidders**

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

13. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing



contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

14. **Award of Contract**

- A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal
- C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice



the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

16. **Closing of Contract**

- A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").
- B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

- C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing.



The successful Bidder shall tender one copy to its surety company or companies.  
The successful Bidder or its agent shall be present at the Closing.

17. **Failure to Close**

- A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

18. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

19. **Joint Purchasing / Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Cary shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Cary including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities;



- Certificate of insurance naming each other Municipality as an additional insured;  
and
- Certified payrolls to the other Municipality for work performed.



**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2019 CRACK SEALING PROGRAM JOINT BID**

**BIDDER'S PROPOSAL**

Full Name of Bidder: SKC CONSTRUCTION, INC. ("Bidder")

Principal Office Address: SKC CONSTRUCTION, INC.  
P. O. BOX 503  
WEST DUNDEE, IL 60118

Local Office Address: \_\_\_\_\_

Contact Person: Jeff Bergquist

Email: jbergquist@skcconstruction.net Telephone: 847-214-9800

To: Village of Cary ("Soliciting Agency/Owner")  
655 Village Hall Drive  
Cary, Illinois 60013  
Attention: Office of the Village Clerk

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including any Addenda, which are securely stapled to the end of this Bidder's Proposal ("Bid Package").**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

1. **Work Proposal**

- A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information,



data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

## 2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

### **SCHEDULE OF PRICES**

COMPLETE FOLLOWING PAGE



**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2019 CRACK SEALING PROGRAM JOINT BID**

**SCHEDULE OF PRICES**

**Company Name:** SKC CONSTRUCTION, INC.

P. O. BOX 503

**Address:** WEST DUNDEE, IL 60118

**Contact Person:** Jeff Bergquist

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		LF OF CRACKS FILLED		
1	Base Bid Year 1: Crack Sealant for Asphalt Pavement Applied	405,000 LF	\$ 0.38	\$ 153,900.00
2	Optional Year 2: Crack Sealant for Asphalt Pavement Applied	405,000 LF	\$ 0.40	\$ 162,000.00
3	Optional Year 3: Crack Sealant for Asphalt Pavement Applied	405,000 LF	\$ 0.43	\$ 174,150.00

**BID ALTERNATE:**

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE
4	Sweeper with Disposal at Municipal Facility	Per Hour	\$ 115.00
5	Sweeper with Disposal Performed by the Contractor	Per Hour	\$ 155.00



**TOTAL CONTRACT PRICE (BASE BID ONLY, ITEM # 1):**

ONE HUNDRED FIFTY THREE  
THOUSAND NINE HUNDRED Dollars and NO Cents  
(in writing) (in writing)

*Individual quantities for each agency in the joint bid are included in the special provisions at the end of this bid document.*

**BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by



reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.



6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of

Bid Bond dollars (\$ 1090 ), which is equal to at least ten percent (10%)

of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 1st day of May, 2019.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

SKC Construction, Inc.  
695 Church Road  
Elgin, IL 60123

### SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company  
One Newark Center  
Newark, NJ 07102-5207  
**Mailing Address for Notices**

Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Cary  
655 Village Hall Dr.  
Cary, IL 60013

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

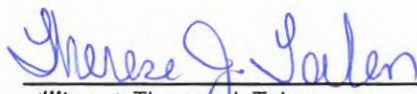
2019 Crack Sealing Program Joint Bid, Village of Cary, Village of Algonquin, City of McHenry and City of Woodstock

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2019

  
(Witness) Therese J. Tabor

SKC Construction, Inc.

(Principal)

By:

  
(Title) Jeffrey M. Bergquist President

International Fidelity Insurance Company

(Surety)

(Seal)

By:

  
(Title) Sharon A. Foulk Attorney-in-Fact





State of Illinois

County of Cook

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Karen E. Socha Notary Public of Cook County, in the State of Illinois,

do hereby certify that Sharon A. Foulk Attorney-in-Fact, of the International Fidelity

Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

International Fidelity Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in  
said County, this 7th day of May, 2019.

Notary Public

Karen E. Socha

My Commission expires:

January 13, 2020





**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond  
Principal SKC Construction, Inc.  
Obligee Village of Cary

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

Sharon A. Foulk

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 7th day of May, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company



On this 7th day of May, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of May, 2019

Irene Martins, Assistant Secretary



SKC CONSTRUCTION, INC.

Attest/Witness:

By:

Title: Susan L. Bergquist  
Secretary

By:

Bidder  
Jeffrey K. Bergquist  
JEFFREY K. BERGQUIST  
PRESIDENT

**BIDDER'S SWORN ACKNOWLEDGEMENT**

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of SKC CONSTRUCTION, INC.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	<u>Jeffrey K. Bergquist</u>	<u>P.O. Box 503, West Dundee, IL 60118</u>
Vice President	_____	_____



Secretary

Susan L. Bergquist P.O. Box 503, West Dunder, Elbold

Treasurer

\_\_\_\_\_



2. **Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_,  
whose residence address is \_\_\_\_\_  
and whose business address is \_\_\_\_\_. If operating  
under a trade or assumed name, said trade or assumed name is as follows:

\_\_\_\_\_.



4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE) ADDRESS**

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

**[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]**



ACKNOWLEDGEMENT

DATED this 1st day of May, 2019.

Attest/Witness:

SKC CONSTRUCTION, INC.

Bidder

By: [Signature]

By:

[Signature]

JEFFREY K. BERGQUIST  
PRESIDENT

Title: Susan L. Bergquist  
Secretary

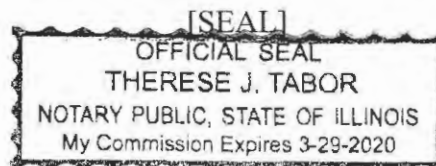
Title:

Subscribed and Sworn to

My Commission Expires: 3-29-20

\_\_\_\_\_ before me this 1st day of May, 2019.

[Signature]  
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS



## **BIDDER'S SWORN WORK HISTORY STATEMENT**

Jeffrey K. Bergquist ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

### **IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

### **JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business:

Pavement Marking, Crack Filling, Routing, Seals  
& Seal Coating

2. **Composition of Work**

During the past three years,

Bidder's work has consisted of: Pavement Marking, Crack Filling, Crack Sealing,  
Routing & Seal Coating

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 38 Years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:



NAME	ADDRESS	YEARS
------	---------	-------


5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
IDOT	Annual Registration	5289	5-31-19

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	See attached Record		
Owner Address	OF Past	Experience	
Reference			
Telephone Number			
Type of Work			



### Record of Past Experience

**New Applications** - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	PAINT PAVEMENT MARKING (\$)
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 2018 TERMINAL STRIPING ROBERT HEATHERINGTON 773-601-3301	2018	\$290	PAINT PAVEMENT MARKING									\$290
A&R LOGISTICS 4545 BISHOPS LANE LOUISVILLE, KY 40218 8440 TABLER RD. STRIPING PROJECT TERRY JONES 502-883-0618	2018	\$13	PAINT PAVEMENT MARKING									\$13
FEDEX SERVICES 30 FEDEX PKWY COLLIERVILLE, TN 38017 ORD #19-5684 TOM FUNDAREK 773-601-7362	2018	\$8	PAINT PAVEMENT MARKING									\$8
ROSSI CONTRACTORS 201 W. LAKE ST. NORTHLAKE, IL 60164 UAL ORD GSE PARKING PROJECT DOUGLAS JOHNSON 773-287-7545	2018	\$34	PAINT PAVEMENT MARKING									\$34
ROSSI CONTRACTORS 201 W. LAKE ST. NORTHLAKE, IL 60164 UAL GROUND LOAD PROJECT DOUGLAS JOHNSON 773-287-7545	2018	\$60	PAINT PAVEMENT MARKING									\$60
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	2018	\$22	PAINT PAVEMENT MARKING									\$22
<b>Sub-Total</b>		\$427										\$427
<b>Sub-Total (pg 6)</b>		\$1,425										\$1,425
<b>Total(s)</b>		\$1,852										\$1,852



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**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	COVER & SEAL COATS (\$)
FITNESS INTERNATIONAL, LLC 400 S. 8TH STREET WEST DUNDEE, IL 60118 GLENDALE HTS. WAUKEGAN, IL PARKING LOTS CHRIS KMIECIAK chris.kmieciak@fitnessintl.com	2018	\$20	COVER & SEAL COATS									\$20
ELMHURST PUBLIC LIBRARY 125 PROSPECT AVE. ELMHURST, IL 60126 PARKING LOT SEALCOATING WILL COTTON 630-279-8696	2018	\$12	COVER & SEAL COATS									\$12
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	2018	\$45	COVER & SEAL COATS									\$45
KENNEDY TRANSPORTATION 8 GREENWOOD AVE. ROMEOVILLE, IL 60446 SEALCOAT PARKING LOT TIMOTHY KENNEDY 815-372-9898	2018	\$25	COVER & SEAL COATS									\$25
GENEVA CONSTRUCTION P.O. BOX 998 AURORA, IL 60507 BATAVIA 2018 PATCH/SEALCOAT CASS PRICE 630-892-4357	2018	\$19	COVER & SEAL COATS									\$19
VILLAGE OF BOLINGBROOK 375 W. BRIARCLIFF ROAD BOLINGBROOK, IL 60440 2018 CRACKFILL PROGRAM PRATIK PATEL 630-226-8400	2018	\$30	COVER & SEAL COATS									\$30
<b>Sub-Total</b>		\$151										\$151



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**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
KANE COUNTY DIV. OF TRANS. 41W011 BURLINGTON ROAD ST. CHARLES, IL 60175 2018 CRACK SEAL PROJECT DAVID SITKO 630-444-3149	2018	\$127	CLEAN & SEAL CRACKS/JOINTS									\$127
VILLAGE OF BOLINGBROOK 375 W. BRIARCLIFF ROAD BOLINGBROOK, IL 60440 2018 CRACKFILL PROGRAM PRATIK PATEL 630-226-8400	2018	\$161	CLEAN & SEAL CRACKS/JOINTS									\$161
CITY OF BATAVIA 200 N. RADDANT RD. BATAVIA, IL 60510 2018 CRACK SEAL PROJECT TIMOTHY GRIMM, P.E. 630-454-2756	2018	\$119	CLEAN & SEAL CRACKS/JOINTS									\$119
VILLAGE OF PALATINE 200 E. WOOD STREET, PUBLIC WORKS PALATINE, IL 60067 2018 MICROSURF/CRACK SEAL PROJECT MARK GRABOWSKI 847-705-5262	2018	\$17	CLEAN & SEAL CRACKS/JOINTS									\$17
VILLAGE OF LAGRANGE 330 EAST AVENUE LAGRANGE, IL 60525 2018 CRACK FILL PROJECT RYAN GILLINGHAM 708-579-2328	2018	\$18	CLEAN & SEAL CRACKS/JOINTS									\$18
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 2018 VIL RIVER FOREST CRACKFILL/MICRO PRGRM GEOVANNI CACERES 708-366-8500	2018	\$46	CLEAN & SEAL CRACKS/JOINTS									\$46
<b>Sub-Total</b>		\$488										\$488



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**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 KANE COUNTY 2018 PVT. PRES. PROJECT DAVID SITKO 630-444-3149	2018	\$77	CLEAN & SEAL CRACKS/JOINTS									\$77
VILLAGE OF CHANNAHON 24555 S. NAVAJO RD. CHANNAHON, IL 60410 2018 CRACKFIL/FOG SEAL PROJECT DON KINZLER 815-467-6644	2018	\$40	CLEAN & SEAL CRACKS/JOINTS									\$40
CITY OF CRYSTAL LAKE 100 W. WOODSTOCK ST. CRYSTAL LAKE, IL 60014 2018 CRACK SEAL PROJECT JEFF MAWDSLEY 815-356-3605	2018	\$18	CLEAN & SEAL CRACKS/JOINTS									\$18
GRUNDY COUNTY HWY. DEPT 310 E. DUPONT RD. MORRIS, IL 60450 2018 CRACK SEALING PROJECT BRIAN TJERNLUND 815-942-0363	2018	\$156	CLEAN & SEAL CRACKS/JOINTS									\$156
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 LASALLE CNTY 2018 CAPE SEAL PROJECT MICHAEL KUTZ 815-252-9754	2018	\$110	CLEAN & SEAL CRACKS/JOINTS									\$110
AC PAVEMENT STRIPING CO. 695 CHURCH ROAD ELGIN, IL 60123 2018 VIL OAK PARK CRACKFILL/MICRO PRGRM. JIM BUDRICK 708-358-5733	2018	\$57	CLEAN & SEAL CRACKS/JOINTS									\$57
<b>Sub-Total</b>		\$458										\$458



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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
SCHROEDER ASPHALT SERVICES P.O. BOX 831 HUNTLEY, IL 60142 VLG STREAMWOOD 2018 MAINT. PRGRM. GRACE FOSS 815-923-4380	2018	\$25	CLEAN & SEAL CRACKS/JOINTS									\$25
SCHROEDER ASPHALT SERVICES P.O. BOX 831 HUNTLEY, IL 60142 VLG SOUTH ELGIN 2018 CRACKFILL PROG. GRACE FOSS 815-923-4380	2018	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
VILLAGE OF INDIAN HEAD PARK 201 ACACIA DRIVE INDIAN HEAD PARK, IL 60525 2018 CRACK SEAL PROGRAM ED SANTEEN 708-246-3080	2018	\$8	CLEAN & SEAL CRACKS/JOINTS									\$8
VILLAGE OF LYONS 4200 SOUTH LAWNSDALE AVE. LYONS, IL 60534 2018 CRACKFILL PROGRAM JAMES CAINKAR 630-887-8640	2018	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
VILLAGE OF HAMPSHIRE 234 S. STATE ST. HAMPSHIRE, IL 60140 2018 CRACKFILL PROGRAM DAVID STARRETT 847-683-9489	2018	\$22	CLEAN & SEAL CRACKS/JOINTS									\$22
CITY OF WOODSTOCK 326 WASHINGTON STREET WOODSTOCK, IL 60098 2016 CRACK SEAL PROJECT ALAN WILSON 815-338-6118	2018	\$90	CLEAN & SEAL CRACKS/JOINTS									\$90
<b>Sub-Total</b>		\$215										\$215



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**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
VILLAGE OF GLEN ELLYN 30 SOUTH LAMBERT ROAD GLEN ELLYN, IL 60137 2018 CRACK SEAL PROJECT STEVEN WARNER 630-547-5512	2018	\$20	CLEAN & SEAL CRACKS/JOINTS									\$20
VILLAGE OF ALGONQUIN 2200 HARNISH ROAD ALGONQUIN, IL 60102 2018 CRACK FILLING PROGRAM MICHELE ZIMMERMAN 847-658-2754	2018	\$15	CLEAN & SEAL CRACKS/JOINTS									\$15
VILLAGE OF PLAINFIELD 14400 COIL PLUS DRIVE PLAINFIELD, IL 60544 2018 CRACK SEAL PROJECT RANDALL JESSEN 815-730-3444	2018	\$39	CLEAN & SEAL CRACKS/JOINTS									\$39
HUNTLEY COMM. SCHOOL DIST. 158 650 ACADEMIC DRIVE ALGONQUIN, IL 60102 2018 CRCKFIL, SEALCOAT, STRIPING PROJECT DOUG RENKOSIK 847-659-6161	2018	\$39	CLEAN & SEAL CRACKS/JOINTS									\$39
												\$0
												\$0
<b>Sub-Total</b>		\$113										\$113



	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>See Record of Past Experience</u> <u>on Previous Page</u>		
Amount of Contract			
Date Completed			

DATED this 1st day of May, 2019.

Attest/Witness:

SKC CONSTRUCTION, INC.

By:

[Signature]

By:

[Signature]

Title:

Susan L. Bergquist  
Secretary

Title:

JEFFREY K. BERGQUIST  
PRESIDENT

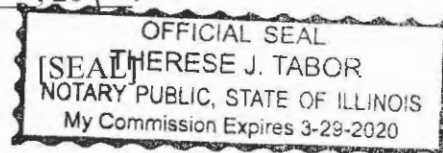
Subscribed and Sworn to

My Commission Expires: 3-29-20

\_\_\_\_\_ before me this 1st day of May, 2019.

Notary Public

[Signature]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENT**



# **MCHENRY COUNTY PARTNERING INITIATIVE 2019 CRACK SEALING PROGRAM JOINT BID**

## **SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest addition. (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

The term “Municipalities” and “Village” refers to the Village of Algonquin, Illinois; Village of Cary, Illinois; City of McHenry, Illinois; and City of Woodstock, Illinois.

### **DESCRIPTION OF IMPROVEMENT**

The Contractor shall be responsible for routing, cleaning, and filling certain asphalt pavement cracks throughout the Municipalities at locations determined by the municipal representative. Only sections of crack that are identified at each location and listed on the crack sealing list or map shall be routed, cleaned, filled and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of CRACK SEALANT FOR ASPHALT PAVEMENT APPLIED (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for removing material on the pavement or on nearby or adjacent property generated as a result of the Work.

### **AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the total Work as listed in the Schedule of Prices.

### **CONTRACT TIME**

Contractor shall complete the Work no later than August 16, 2019, unless otherwise approved in writing by the Municipality’s representative.

### **WORKING HOURS**

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality’s representative.



## **TRAFFIC CONTROL AND SITE SAFETY**

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Crack sealing work shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

## **LOCATION OF THE IMPROVEMENT**

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

## **EXISTING UTILITIES**

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the routing of the pavement cracks. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

## **PAYMENT**

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor. Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Bidders will provide pricing for this contract per LINEAL FOOT of crack filled to be provided and installed per the specifications contained herein. A bidder's per-foot pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.



The Contractor's pricing under the optional renewals allowed by this RFB must be indicated in the bid proposal.

#### **OTHER SPECIAL PROVISIONS**

1. Equipment used for heating and placing the premixed material shall be capable of heating the material to 400° F and pumping the material into the prepared cracks.
2. All temperature gauges shall be calibrated and checked for accuracy.
3. Crack sealing material shall be a rubberized material that conforms to section 451 and section 1050.02 of the IDOT standard specifications, current edition. Prior to beginning work, the contractor shall submit to the Municipality's representative a manufacturer's certificate stating that the crack sealing material complies with the above requirements.
4. Crack routers/cutters shall be mechanical and power driven, capable of cutting the cracks to the required dimensions. Equipment designed to "plow" the cracks will not be permitted.
5. Crack routing dimensions shall not exceed three-quarter inch (3/4") wide, by three-quarter inch (3/4") deep. Dimensions that exceed this must be approved by the Municipality's representative.
6. Air compressors shall provide moisture and oil-free compressed air and shall be of sufficient size to blow sand and other foreign material from the crack prior to placing the crack sealing material.
7. High temperature (2700 FPS avg.) and high air velocity (1900 FPS avg.) crack blowing equipment shall be used to perform final crack blowing and lancing.
8. Crack cleaning and filling shall be done only when ambient air and pavement surface temperatures are above 40° F. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the crack surfaces. Crack sealing material shall be heated on the job, not to exceed 400° F.
9. Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately one inch (1") beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding towards the shoulder or curb.
10. Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if the sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the contractor shall provide a price per hour for the cost of sweeping and removing all debris.
11. Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.



12. Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
13. Traffic shall be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
14. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
15. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the Contractor's policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.
16. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.
17. The Municipalities reserve the right to appoint an employee or other representative to inspect all work completed under this contract.
18. The Municipalities shall provide lists of roads that shall be completed in this contract.
19. Contractor must provide notification of where and when work will be done each day (preferably at least 24 hours in advance).
20. The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.
21. Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

#### **SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY**

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.



		MUNICIPALITY		
	ALGONQUIN	CARY	MCHENRY	WOODSTOCK
	LIN FT	LIN FT	LIN FT	LIN FT
BASE BID YEAR 1: CRACK SEALANT FOR ASPHALT PAVEMENT	50,000 LF	50,000 LF	65,000 LF	240,000 LF
OPTIONAL YEAR 2: CRACK SEALANT FOR ASPHALT PAVEMENT	50,000 LF	50,000 LF	65,000 LF	240,000 LF
OPTIONAL YEAR 3: CRACK SEALANT FOR ASPHALT PAVEMENT	50,000 LF	50,000 LF	65,000 LF	240,000 LF