

COMMITTEE OF THE WHOLE
MARCH 18, 2025
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:45 P.M.

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

∞ AGENDA ∞

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consideration of a Request to Approve an Amendment to Ordinance No. 2004-O-26 to Authorize the Demolition of the Multi-Tenant Building and Construction of a Parking Lot on Lot 1 of the Oakridge Harnish Resubdivision
- 4. General Administration**
 - A. Consider an Amendment to Chapter 11 of the Algonquin Municipal Code, Parks and Playgrounds
- 5. Public Works & Safety**
 - A. Consider an Agreement with Lakeshore Recycling Systems, LLC for the Fiscal Years 2025/2026, 2026/2027 and 2027/2028 Street Sweeping Programs
 - B. Consider an Agreement with Manusos General Contracting, Inc. for the Biosolids Handling Improvements Project
 - C. Consider an Agreement with Baxter and Woodman Natural Resources for the Water Treatment Plant 3 Naturalization Project
 - D. Consider an Agreement with Axon for the Continuation of the Taser Program through April 30, 2030
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 18, 2025
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Consideration of a Request to Approve an Amendment to Ordinance No. 2004-O-26 to Authorize the Demolition of the Multi-Tenant Building and Construction of a Parking Lot on Lot 1 of the Oakridge Harnish Resubdivision

ACTION REQUESTED:

Scott Levy of S Levy Real Estate LLC, the “Petitioner” and “Owner,” applied for approval of an amendment to the Final Planned Development for the Rosen Commercial Center, approved in Ordinance No. 2004-O-26, located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property.”

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for approval for an amendment to the Final Planned Development at the March 10, 2025, Planning and Zoning Commission Meeting.

At the meeting, the Petitioner’s representatives agreed with staff’s condition to increase the number of shade trees to two per parking lot island and stated that they would work with staff to update the plan.

There were no comments from the public. After discussion, the Planning and Zoning Commission accepted (approved 5-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of an amendment to Ordinance 2004-O-26 and as amended as Ordinances 2010-O-35 and 2022-O-23 subject to the conditions as outlined in the staff report for case PZ-2025-02 dated March 7, 2025, and final staff approval.

DISCUSSION:

The proposed site improvements include the demolition of the multi-tenant commercial building and the construction of a 104-stall parking lot located at 775 to 785 South Randall Road. The proposed parking lot will serve as additional vehicle inventory storage for the Rosen Commercial Center.

The Petitioner submitted revisions to the civil, architectural, and photometric plans prior to the Planning & Zoning Commission Meeting and they are currently under review by staff and are included as exhibits to this memo. The Petitioner is revising the landscape plan to meet the recommended landscape conditions. These plan revisions are minor and will not affect the parking lot layout.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of an amendment to the Final Planned Development for the Rosen Commercial Center located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property,” as outlined in the Planning & Zoning Staff Report for Case No. PZ-2025-02, subject to the following conditions and final approval of all plans by staff:

- a. The developer shall obtain a permit for the demolition of the building and a site development permit for the construction of the parking lot;
- b. The Engineering Plan, as prepared by Greencard, Inc, and last revised February 25, 2025;
- c. The Architectural Parking Lot Plan, as prepared by Just 4 Measure, Ltd., and last revised March 2, 2025;
- d. The Landscape Plan, as prepared by Heller & Associates, LLC, and last revised February 20, 2025. The parking lot landscape islands shall each include two shade trees. The existing landscape areas on the Subject Property shall be restored to the original landscape plan approved for the final PUD for Lot 2 of the Rosen Commercial Center, and last revised September 27, 2005;
- e. The Photometric Plan, as prepared by Hansen Palmer Associates Ltd., and last revised February 26, 2025. The lighting shall be compliant with the Village’s Dark Sky requirements;
- f. The monument sign along Randall Road shall be removed and replaced with landscaping.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-02
- Exhibit B. Standards & Findings of Fact
- Exhibit C. DRAFT March 10, 2025, Planning & Zoning Commission Minutes
- Exhibit D. ALTA/NSPS Land Title Survey
- Exhibit E. Engineering and Architectural Site Plan
- Exhibit F. Landscape Plan
- Exhibit G. Photometric Plan

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner



CASE NUMBER:	PZ-2025-02
MEMO DATE:	March 7, 2025
PUBLIC HEARING DATE:	March 10, 2025
PROPERTY ADDRESS/LOCATION:	775 to 785 South Randall Road
APPLICANT/PROPERTY OWNER:	Scott Levy/S Levy Real Estate LLC

REQUEST SUMMARY

Scott Levy of S Levy Real Estate LLC, the “Petitioner” and “Owner,” applied for approval of an amendment to the Final Planned Development for the Rosen Commercial Center located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property.” Proposed site improvements include the demolition of the multi-tenant commercial building and the construction of a 104-stall parking lot located at 775 to 785 South Randall Road.

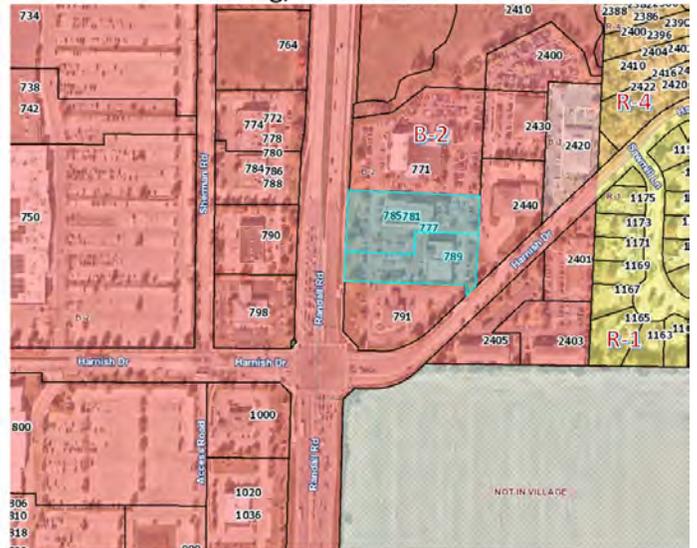
STAFF RECOMMENDATION

Staff recommends approval of the Petitioner’s request, subject to the conditions and plans listed in the report, as the request conforms to the Village’s Comprehensive Plan and Future Land Use Map.

Location



Zoning/Future Land Use



Existing Zoning:	B-2 Business, General Retail	Existing Land Use:	Medical/Dealership
Proposed Land Use:	Parking Lot	Future Land Use Plan Designation:	Planned Mixed Use (Predominantly Commercial)
Surrounding Zoning & Land Use	North:	B-2 Business, General Retail – Car Dealership	
	East:	B-2 Business, General Retail – Fire Department	
	South:	B-2 Business, General Retail – Bank & Office	
	West:	B-2 Business, General Retail – Shopping Center	

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

Scott Levy, the “Petitioner” and “Owner,” applied for approval of an amendment to the Final Planned Development for the Rosen Commercial Center located on the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property.” The proposed site improvements include the demolition of the multi-tenant commercial building and the construction of a 104-stall parking lot located at 775 to 785 South Randall Road.

Property History

The Subject Property was annexed as part of Ordinance 1994-O-75 *An Ordinance Annexing Certain Territory Known as the Pulte/Witowski Property to the Village of Algonquin*, then was subdivided and preliminarily approved as a planned development in Ordinance 2001-O-16 *An Ordinance Approving the Preliminary Planned Development and Final Plat of Subdivision for the Rosen Commercial Center, the Rezoning of Lots 6 & 8, and Granting Final Development Approval For An Auto Dealership on Lot 3*, and then was resubdivided and approved as a final planned development in Ordinance 2004-O-26 *An Ordinance Approving the Final Plat of Subdivision and Final Planned Development For Two Multi-Tenant Retail Buildings Totaling 20,450 Square Feet on Lot 2 of the Rosen Commercial Center*.

Ordinance 2004-O-26 was then amended and the property was granted a Special Use Permit in Ordinance 2010-O-35 *An Ordinance Approving a Final PUD Amendment and Issuing a Special Use Permit for an Automobile Dealership (Rosen Hyundai/Equus)* and then amended again in Ordinance 2022-O-23 *An Ordinance Approving a Major Amendment to the Final Planned Development for an Auto Dealership on Lot 3 to Allow for an Expansion of the Existing Dealership (Rosen Autogroup/LRR LLC)*. A Special Use Permit was granted in Ordinance 2009-O-18 *An Ordinance Issuing a Special Use Permit for a Medical Office (Algonquin Smiles)*. Note that the Special Use Permit for a Dentist will expire with the approval of this Request.

Demolition

The existing 10,350 square-foot retail building located at 775 to 785 South Randall Road will be demolished to allow for an expanded parking lot for vehicle inventory storage. The existing parking lot at the rear of the building, the sidewalk and landscape area around the building, the monument sign on the Subject Property, and six trees will be part of the approximate 26,000-square-foot demolition area.

Site Plan

In place of the retail building, an asphalt parking lot with one hundred four parking stalls will be constructed. The layout will include two double-sided parking rows, with a twenty-four-foot wide drive aisle between them. The parking stalls will measure nine feet by nineteen feet, one foot deeper than the code requires. The four new landscape islands will be nine feet wide and about thirty-five feet long. These islands exceed the Village’s minimum width requirement of six feet. The development will add less than three thousand square feet of new impervious surface and no additional stormwater detention will be required.

There are existing ingress and egress easements on the Subject Property for cross-access between the adjacent Hyundai and Genesis properties. The parking lot will be accessible from all sides.

Landscaping and Lighting Plan

The landscape plan shows that each of the four landscape islands will have one shade tree, however, staff recommends that each island include two shade trees to meet the code. The proposed islands are large enough to accommodate the two shade trees. While six trees will be removed as part of the demolition, a total of eight new

trees will be planted in the parking lot per staff’s recommendation. In addition to the trees, the Petitioner proposes ornamental grasses and deciduous shrubs in the landscape islands, consistent with the original approved landscape plan for the final PUD for Lot 2 of the Rosen Commercial Center. Staff also recommends that the landscape areas on the Subject Property outside of the demolition area be restored to the original approved plan and that plantings be placed in the location of the removed monument sign. This includes the replanting of trees and other materials in the landscape islands and the perimeter landscape areas.

The new parking lot will have six new dark bronze colored LED light poles. The light poles will match the existing poles on the Subject Property. Staff recommends adding a condition that the lighting meets the Village’s Dark Sky requirements which requires all lights to be downcast and limits lighting spills onto adjacent property.

Next Steps

This request will be discussed at the Committee of the Whole and will then go to the Village Board for approval.

FINDINGS OF FACT

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

STAFF RECOMMENDATION

Staff recommends approval of an amendment to the Final Planned Development for the Rosen Commercial Center located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property,” consistent with the findings of fact outlined in Exhibit “A,” and subject to the plans and conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of an amendment to the Final Planned Development for the Rosen Commercial Center located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property,” as outlined in the staff report for case PZ-2025-02 dated March 7, 2025, subject to the following conditions and final staff approval:
 - a. The developer shall obtain a permit for the demolition of the building;
 - b. The Engineering Plan, as prepared by Greencard, Inc, and last revised February 25, 2025;
 - c. The Architectural Parking Lot Plan, as prepared by Just 4 Measure, Ltd., and last revised March 2, 2025;
 - d. The Landscape Plan, as prepared by Heller & Associates, LLC, and last revised February 20, 2025. The parking lot landscape islands shall each include two shade trees. The existing landscape areas on the Subject Property shall be restored to the original landscape plan approved for the final PUD for Lot 2 of the Rosen Commercial Center, and last revised September 27, 2005;

- e. The Photometric Plan, as prepared by Hansen Palmer Associates Ltd., and last revised February 26, 2025. The lighting shall be compliant with the Village's Dark Sky requirements;
- f. The monument sign along Randall Road shall be removed and replaced with landscaping.

I concur:



Patrick M Knapp, AICP
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact
- Exhibit B. ALTA/NSPS Land Title Survey
- Exhibit C. Engineering Plan
- Exhibit D. Architectural Parking Lot Plan
- Exhibit E. Landscape Plan
- Exhibit F. Photometric Plan

EXHIBIT A – STANDARDS & FINDINGS OF FACT

Planned Development Standards – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
 - a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
 - b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
 - c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
 - d. That the use exceptions allowed are on file in the Community Development Department;
4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

Petitioner Response:

Will present findings at hearing.

Staff Response:

The demolition and new parking lot will conform to the B-2 zoning district regulations, the amount of off-street parking provided for the overall development will increase, the development adheres to the Village's Comprehensive Plan and Future Land Use Plan, the parking lot meets the Village's and the PUD's design standards, and the development will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

Case Number PZ-2025-02 – Consideration of a Request to Approve an Amendment to Ordinance No. 2004-O-26 to Authorize the Demolition of the Multi-Tenant Building and Construction of a Parking Lot on Lot 1 of the Oakridge Harnish Resubdivision

Planner Barajas confirmed that the Public Notice Affidavit was received.

Daniel Shapiro, the attorney representing the Petitioner, gave a PowerPoint presentation to the Planning & Zoning Commission requesting a recommendation of approval. Dave Olufs, the architect representing the Petitioner, also participated.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.

Commissioner Neuhalfen asked if the Subject Property has current tenants. Mr. Olufs replied that the building is now vacant after the only tenant, a dentist office, moved out in October of last year.

Commissioner Rasek asked for clarification on the approval that occurred in 2005. Mr. Olufs explained the approval and construction process for the Subject Property and the adjacent building that is now Rosen Genesis.

Commissioner Rasek commented that the flow throughout the development will be better. He then asked if the additional parking in The Room Place parking lot would still be needed. Mr. Olufs responded that the dealer has a lot of sales and will need more parking for their inventory. Director Knapp added that The Room Place parking is a temporary solution and that the Rosen vehicle inventory will not be permitted when a new user takes over the space.

Commissioner Bumbales asked about the ownership of the property and the timeline for construction. Mr. Shapiro responded that they would like to begin as soon as possible and that the work may be completed three months after approval. Mr. Olufs explained that pre-construction work has to be completed and that they will use the same contractor that has worked on both the Hyundai and Genesis developments next to the Subject Property.

Chair Patrician asked what the total number of parking spaces will be once the parking lot is constructed. Mr. Olufs responded that there will be about four hundred parking spaces in the Rosen Commercial Center. Chair Patrician then asked about the average number of parking spaces in other dealers. Mr. Olufs replied that a Huntley dealer that he previously designed has around six hundred spaces.

Chair Patrician inquired about measures to prevent the outdoor storage of materials or equipment in the parking lot in the future. Planner Barajas explained that this use requires a Special

Use Permit and that this property would likely not meet the additional regulations for the Permit.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Rasek to adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of an amendment to Ordinance 2004-O-26 and as amended as Ordinances 2010-O-35 and 2022-O-23, located at the northeast corner of Randall Road and Harnish Drive, referred to herein as the “Subject Property,” subject to the conditions as outlined in the staff report for case PZ-2025-02 dated March 7, 2025, and final staff approval. The motion carried with a 5-0 vote.

DRAFT

ALTA/ACSM LAND TITLE SURVEY

LEGEND

- W — EXISTING WATER MAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- G — EXISTING GAS MAIN
- E — EXISTING UNDERGROUND ELECTRIC
- T — EXISTING UNDERGROUND TELEPHONE
- ⊙ EXISTING MANHOLE
- ⊙ EXISTING WATER VALVE VAULT
- ⊙ EXISTING CURB INLET
- ⊙ EXISTING INLET
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING FLARED END-SECTION
- ⊙ EXISTING HYDRANT
- ⊙ EXISTING HYDRANT VALVE
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING UTILITY POLE

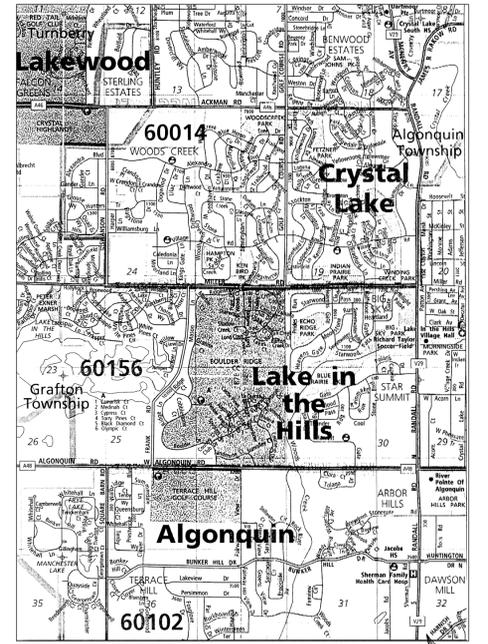
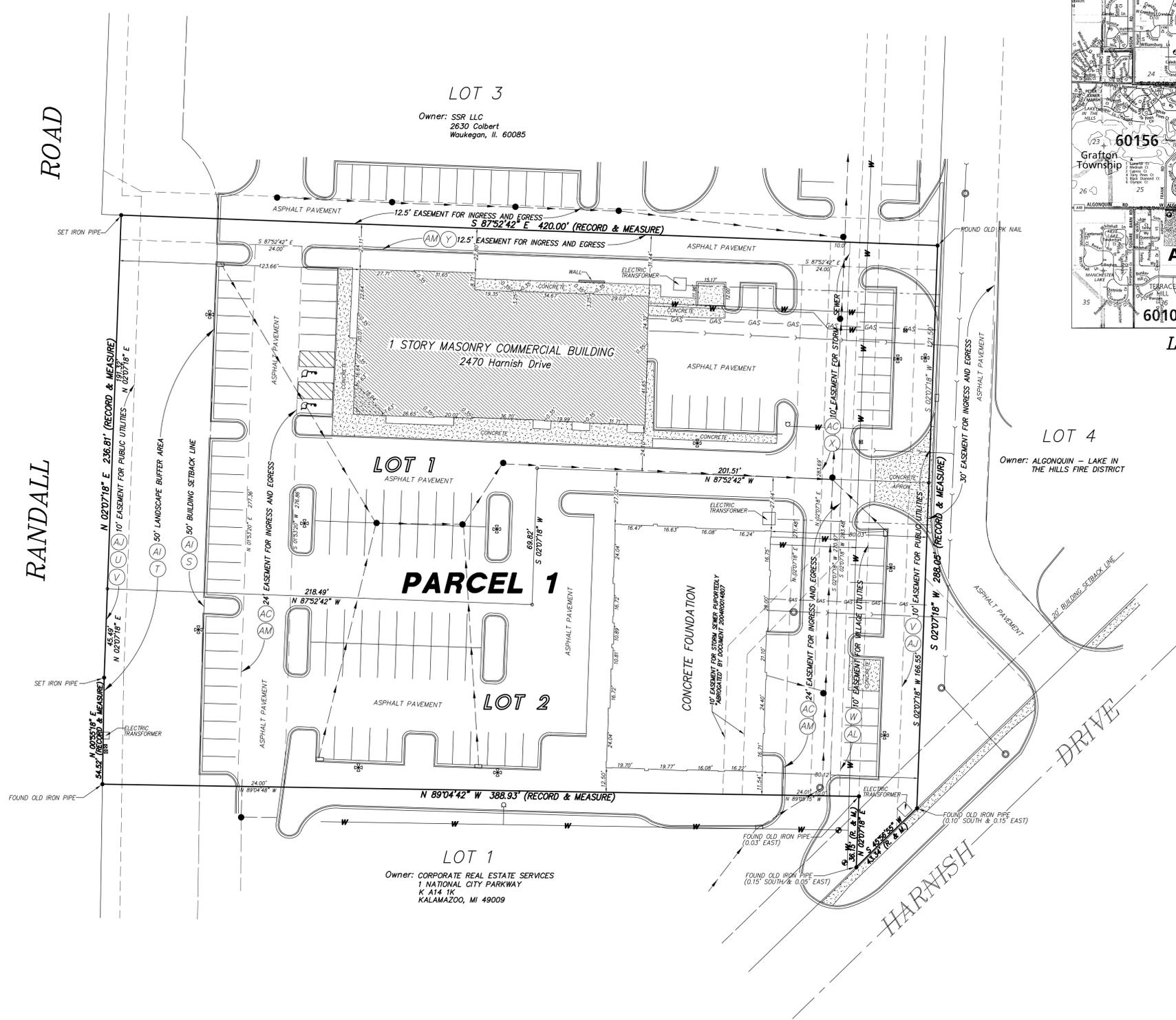
SURVEYORS NOTES

- 1) Zoning is designated as B-2 or BUSINESS, GENERAL RETAIL.
 Minimum Lot Area Per Principal Use ----- N.A.
 Minimum Lot Width ----- N.A.
 Minimum Front Yard Setback ----- 30 FT.
 Minimum Rear Yard Setback ----- 20 FT.
 Minimum Side Yard Setback (both yards) ----- 0 FT.
 Abutting Residential ----- 10 Side.
 Lot Coverage Percent ----- N.A.
 Maximum Height of Principal Use ----- 35 FT.
 Maximum Number of Stories ----- 3.
- 2) Bearings are based on THE FINAL PLAT OF OAKRIDGE HARNISH RESUBDIVISION, recorded October 20, 2005 as Document 2005R89188.
- 3) Area of Lot 1 is 66,285.52 square feet or 1.522 acres.
 Area of Lot 2 is 54,824.27 square feet or 1.259 acres.
 Total area of property surveyed is 121,109.78 square feet or 2.780 acres.
- 4) Area of building (measured to exterior walls) is 10,217 square feet or 0.235 acres.
- 5) Total number of parking spaces is 111 regular and 2 handicapped.
- 6) The property has access to a publicly maintained road.
- 7) The locations of utilities shown hereon are based on observable evidence thereof. The surveyor makes no warranty that all utility installations present within the platted lands are shown hereon. The platted lands were covered by snow and ice at the time of this survey. The surveyor makes no warranty that all painted and/or paved surfaces within the platted lands are shown hereon.

(A) Represents corresponding item letter in Schedule B of Chicago Title Insurance Company Policy with Order No. 1401 WSA563005 F1 with an Effective Date of October 12, 2010.

PARCEL 1:
 Lots 1 and 2 in OAKRIDGE HARNISH RESUBDIVISION of Lot 2 in Rosen Rosen Subdivision, being a Subdivision of part of the Northwest Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat of Resubdivision recorded October 20, 2005 as Document 2005R89188 thereof in McHenry County, Illinois.

2470 Harnish Drive
 Algonquin, IL



LOCATION MAP
 NOT TO SCALE

SITE

STATE OF ILLINOIS)
) S.S.
 COUNTY OF LAKE)

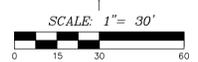
To:
 Village Bank & Trust
 Chicago Title Insurance Company
 SSR, LLC

This is to certify that this plat and the survey on which it is based was made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by the American Land Title Association, American Congress On Surveying and Mapping in 2005 and includes items 1, 2, 3, 4, 6, 7(a), 7(b), 8, 9, 10, 11(a), 11(b), 12, 13 and 14 of Table A thereof. Pursuant to the accuracy standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

I further certify that no part of the property covered by this Plat of Survey is situated within a special flood hazard area as designated by the Federal Emergency Management Agency as shown on FIRM Flood Insurance Rate Map No. 170732035 E, with an effective date of January 21, 1998. We further certify that the plat hereon drawn to a scale of 30 feet per 1 inch is a true representation of said survey. Dated at Beach Park, Lake County, Illinois this 28th day of January, A.D., 2011.

HOWARD SURVEYING CO., INC.

Douglas L. Howard, P.L.S.
 IL Reg. No. 2669
 License Expires 11/30/12



HOWARD SURVEYING COMPANY, INC.	
PROFESSIONAL ILLINOIS & WISCONSIN LAND SURVEYORS	
37164 N. Green Bay Road, Beach Park, IL 60087	
PH (847) 336-7780 FAX (847) 336-7785 EMAIL-PLSLAND@AOL.COM	
DATE	REVISION

PROPOSED SITE IMPROVEMENTS FOR 785 S. RANDALL RD.

PART OF SECTION 32, T 43 N, R 8 E
VILLAGE OF ALGONQUIN
KANE COUNTY, ILLINOIS

**CALL
JULIE**
48 hours
BEFORE YOU DIG
1-800-892-0123
TOLL FREE
Operates 24 Hours
Every Day

INDEX OF SHEETS

LAST REV. DATE	
02-25-25	1. TITLE SHEET
01-23-25	2. EXISTING TOPOGRAPHY
02-25-25	3. DEMOLITION PLAN
02-25-25	4. GRADING PLAN
02-19-25	5. DETAILS

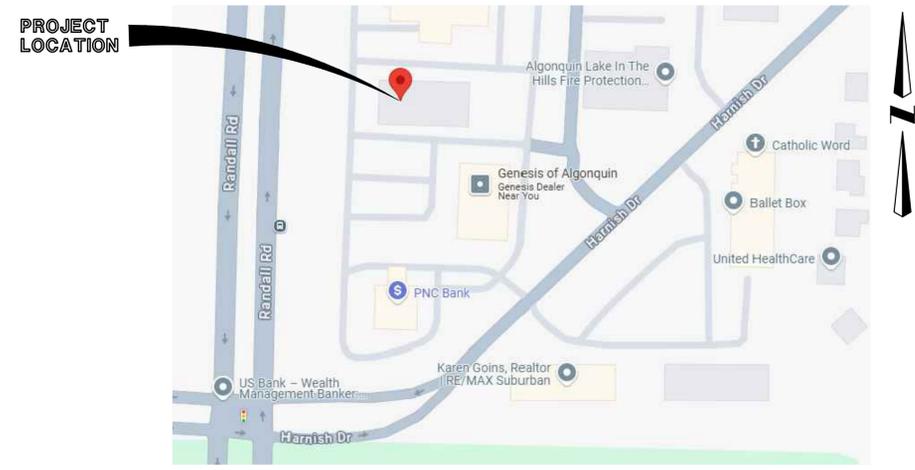
STANDARD SYMBOLS

PROPOSED

-  SANITARY MANHOLE (M.H.)
-  STORM MANHOLE OR INLET MANHOLE (M.H. or I.M.H.)
-  CATCH BASIN (C.B.)
-  INLET (INL.)
-  VALVE & VAULT (V.V.)
-  VALVE & BOX (V.B.)
-  WATER SERVICE BOX
-  FIRE HYDRANT (HYD.)
-  HEADWALL OR FLARED END SECTION (F.E.S.)
-  DITCH
-  SWALE
-  8"SA SANITARY SEWER
-  12"ST STORM SEWER
-  6"W WATER MAIN
-  STREET LIGHT
-  SEE SHEET NUMBER

EXISTING

-  BENCHMARK
-  SANITARY MANHOLE (M.H.)
-  STORM MANHOLE OR INLET MANHOLE (M.H. or I.M.H.)
-  CATCH BASIN (C.B.)
-  INLET (INL.)
-  VALVE & VAULT (V.V.)
-  VALVE & BOX (V.B.)
-  WATER SERVICE BOX
-  FIRE HYDRANT (HYD.)
-  HEADWALL OR FLARED END SECTION (F.E.S.)
-  DITCH
-  SWALE
-  8"SA SANITARY SEWER
-  12"ST STORM SEWER
-  6"W WATER MAIN
-  STREET LIGHT



LOCATION MAP

VILLAGE CONTACT INFORMATION:

2200 HARNISH DRIVE
ALGONQUIN, IL 60102
PHONE: (847)658-2700

EXISTING UTILITIES:

WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO OBTAIN FROM THE REPRESENTATIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

BENCHMARK:

SOURCE BENCHMARK:
BASED ON NAVD 88 (GEOID 12B) AS REFERENCED FROM TRIMBLE REGIONAL VRSNow RTK-GNSS NETWORK

JOB BENCHMARK:
CHISELED SQUARE "S" ON L.P. BASE
ELEVATION=904.32 (NAVD 88)

JOB BENCHMARK:
2 TAG BOLTS ON S.W. FACE OF HYDRANT
ELEVATION=902.21 (NAVD 88)

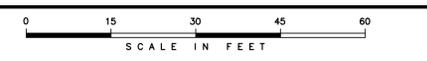


Don R. Felling P.E.
SIGNATURE
02-25-25
DATE
EXPIRES 11-30-25

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS PROJECT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

IN WITNESS WHEREOF, THIS 25th DAY OF FEBRUARY, 2025,
WE HAVE EXECUTED THIS STATEMENT.

OWNER: _____
ENGINEER: GREENGARD, INC.
BY: _____ *Don R. Felling P.E.*



SOLE PROPERTY OF GREENGARD, INC. AND NO REPRODUCTION OR USE, IN WHOLE OR PART WITHOUT WRITTEN PERMISSION OF GREENGARD, INC.

DESIGNED BY:	DATE:	AT	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
AT	01-23-25	DRF	01-23-25	DRF	01-23-25		



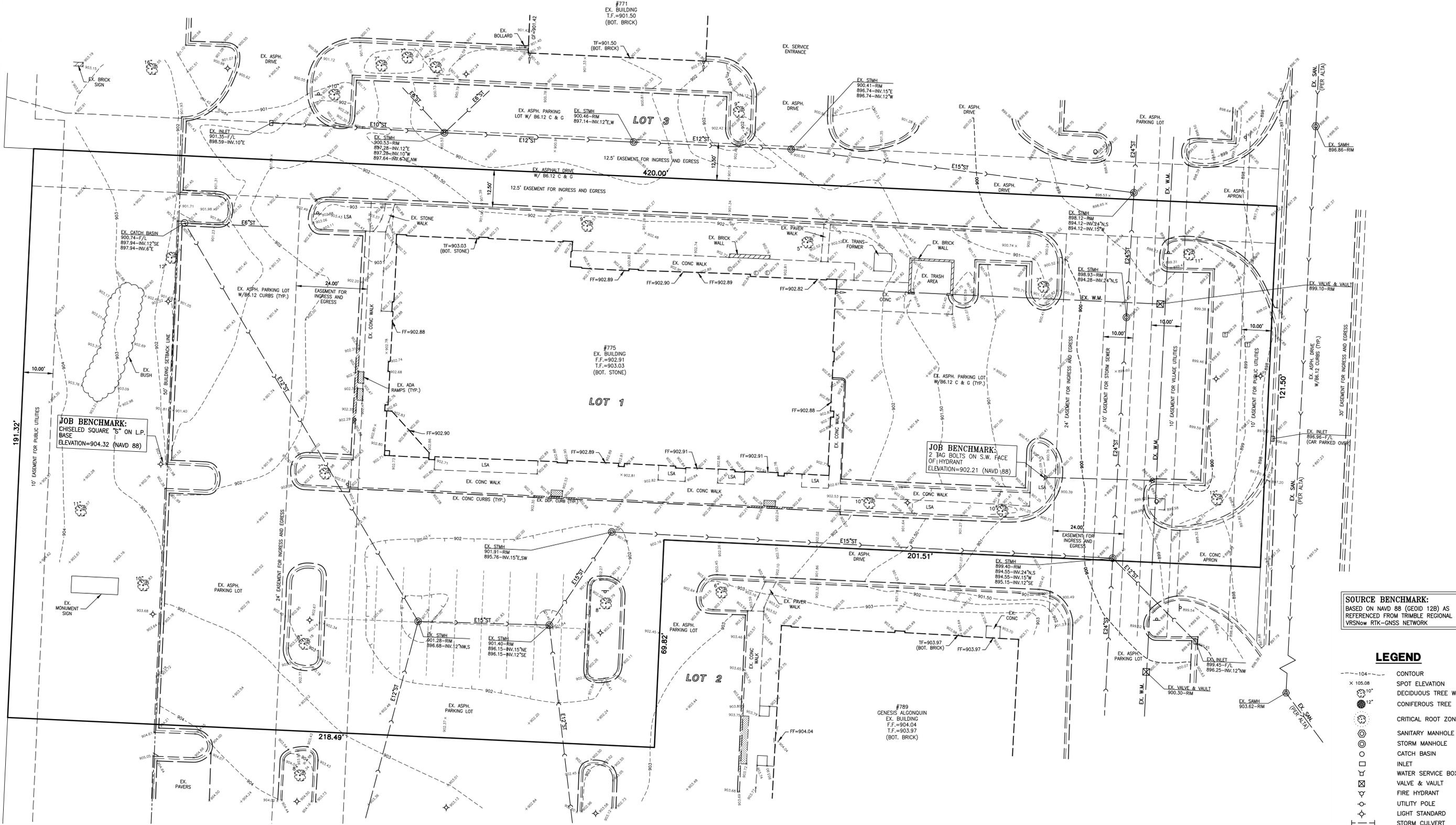
GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3623
PHONE: 847-634-3883 FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: NONE
DRAWING No. 70223
SHEET C-1 of 5

785 S. RANDALL RD. - ALGONQUIN, IL
TITLE

LEGAL DESCRIPTION

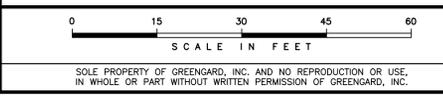
LOT 1 IN OAKRIDGE HARNISH RESUBDIVISION OF LOT 2 IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 20, 2005 AS DOCUMENT 2005R89188 THEREOF IN MCHENRY COUNTY, ILLINOIS.



SOURCE BENCHMARK:
 BASED ON NAVD 88 (GEOID 12B) AS REFERENCED FROM TRIMBLE REGIONAL VRNSnow RTK-GNSS NETWORK

- LEGEND**
- 104- CONTOUR
 - x 105.08 SPOT ELEVATION
 - o 10' DECIDUOUS TREE W/DIA.
 - o 12' CONIFEROUS TREE W/DIA.
 - o CRITICAL ROOT ZONE
 - o SANITARY MANHOLE
 - o STORM MANHOLE
 - o CATCH BASIN
 - o INLET
 - o WATER SERVICE BOX
 - o VALVE & VAULT
 - o FIRE HYDRANT
 - o UTILITY POLE
 - o LIGHT STANDARD
 - o STORM CULVERT
 - E8"SA- SANITARY SEWER
 - E12"ST- STORM SEWER
 - E6"W- WATER MAIN
 - DITCH
 - SWALE
 - DIRECTION SURFACE DRAINAGE
 - FENCE
 - o or o DOWNSPOUT

NOTE
 BOUNDARY TAKEN FROM ALTA/ACSM LAND TITLE SURVEYS SUPPLIED BY HOWARD SURVEYING COMPANY, DATED JANUARY 28, 2011 AND MAY 28, 2015.
 BOUNDARY SHOWN IS ONLY AN ESTIMATE.
 THIS DRAWING IS NOT A PLAT OF SURVEY.

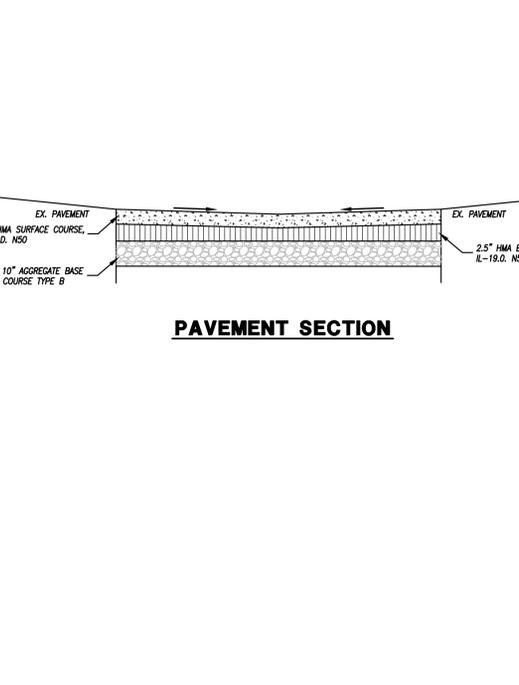
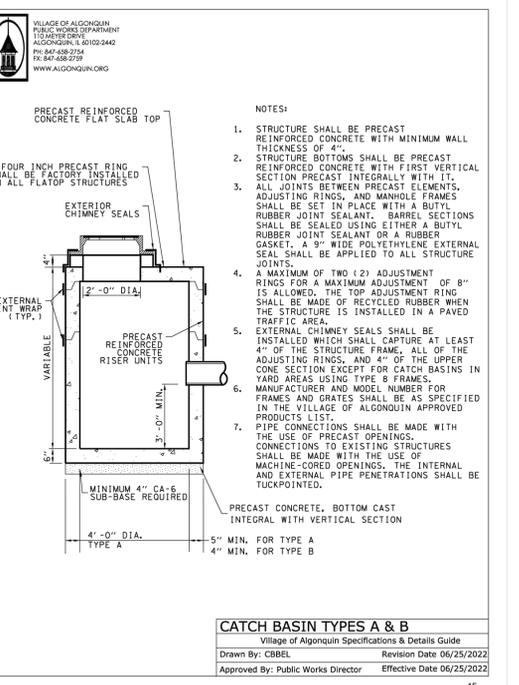
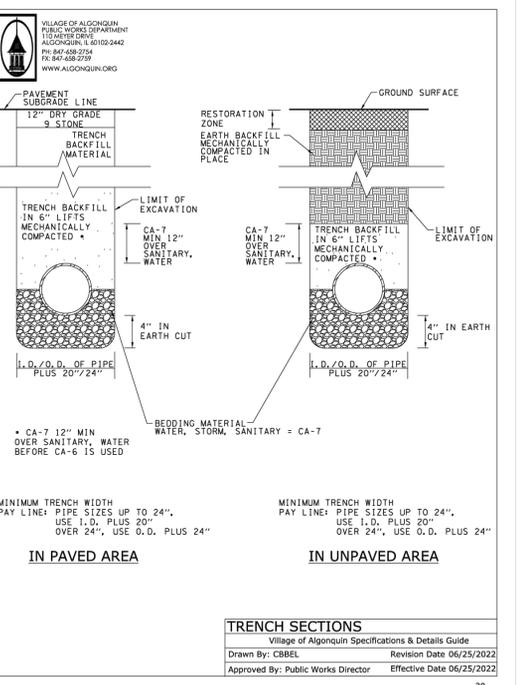
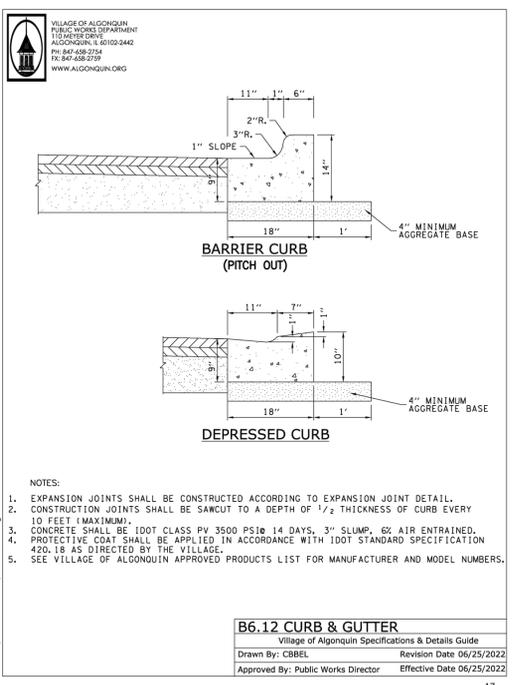
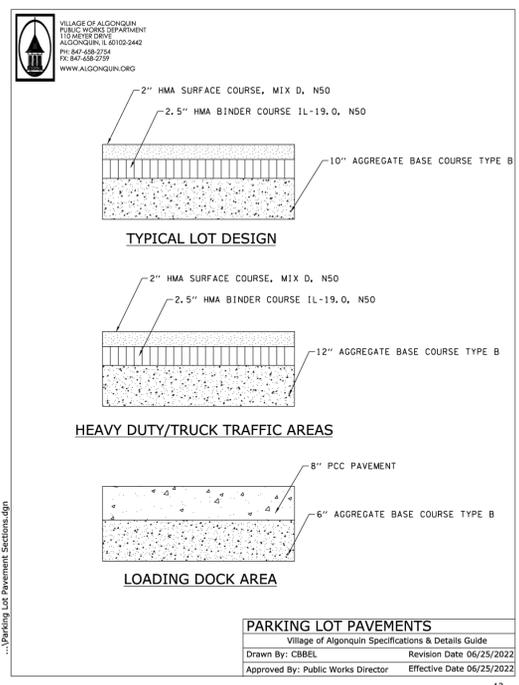
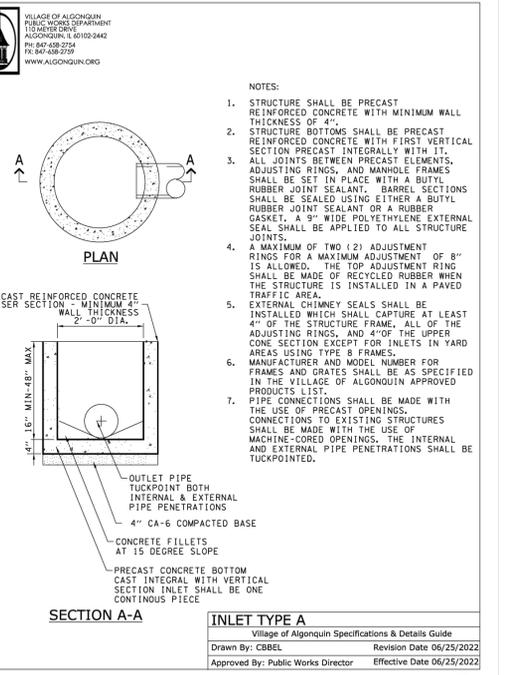
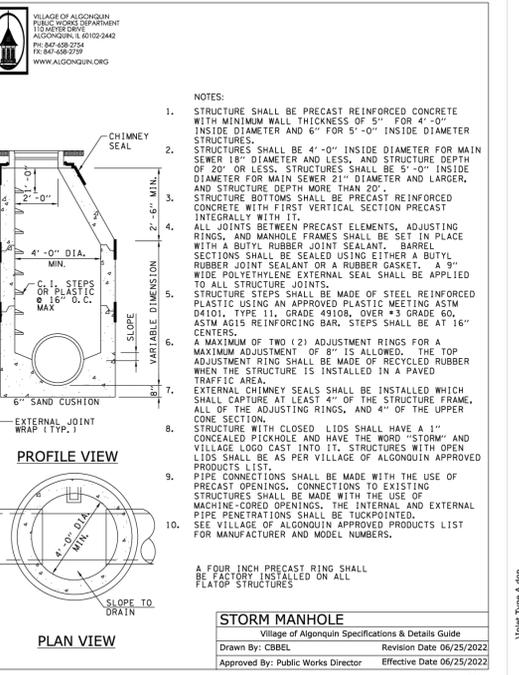
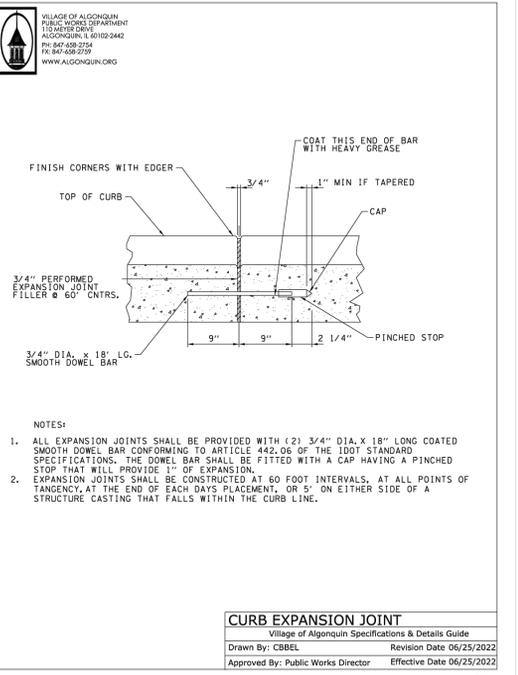
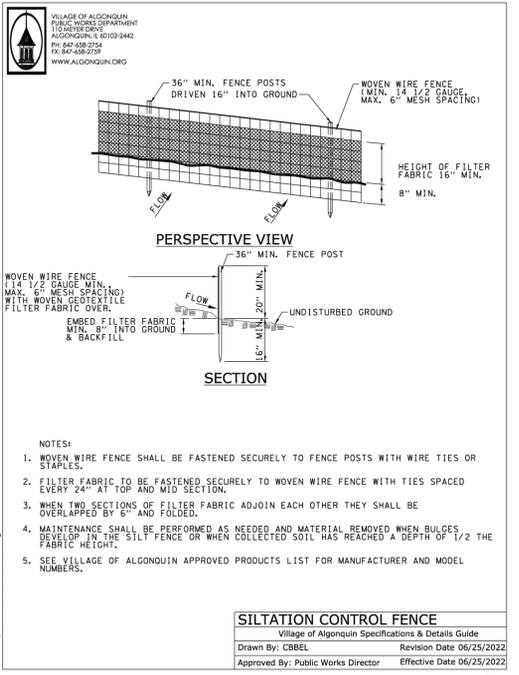
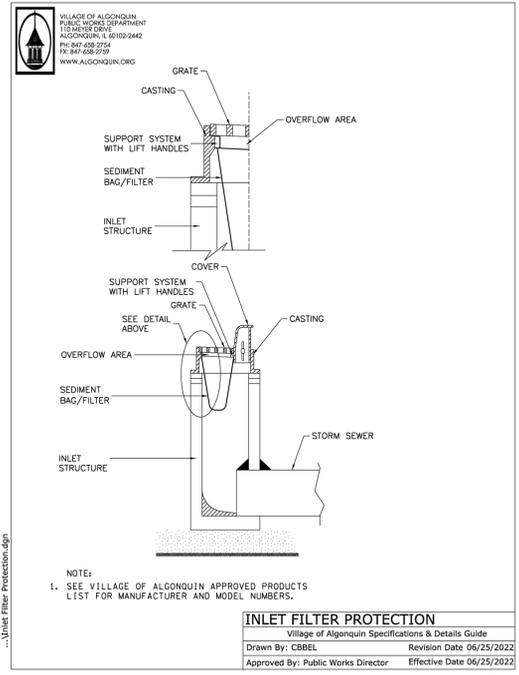


DESIGNED BY:	DATE:	REVISIONS
AT	01-23-25	
CHECKED BY:	DATE:	
DRF	01-23-25	
APPROVED BY:	DATE:	
DRF	01-23-25	

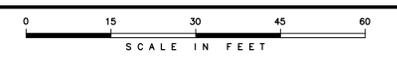
GREENGARD, INC.
 Engineers • Surveyors • Planners
 111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3623
 PHONE: 847-634-3883 FAX: 847-634-0687
 E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: 1"=15'
 DRAWING No. 70223
 SHEET C-2 of 5

785 S. RANDALL RD. - ALGONQUIN, IL
EXISTING TOPOGRAPHY



Drawing File: s:\2022\Drawings\Design\2022\22-01-01.dwg, Job: 22-001-0000



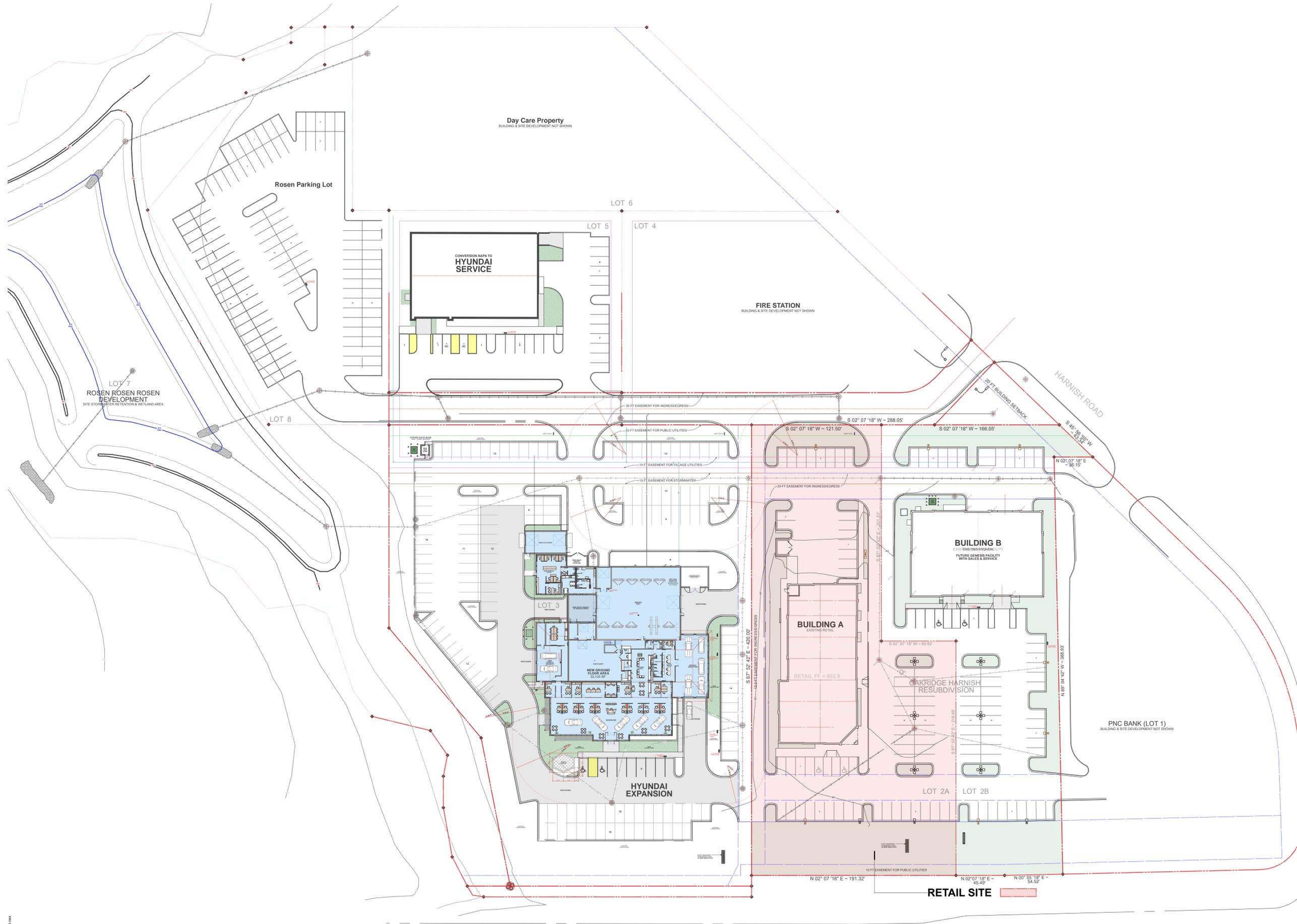
DESIGNED BY:	DATE:
AT	01-23-25
CHECKED BY:	DATE:
DRF	01-23-25
APPROVED BY:	DATE:
DRF	01-23-25

REVISIONS	DATE	DESCRIPTION

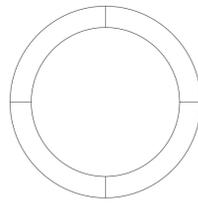
GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3623
PHONE: 847-634-3883 FAX: 847-634-0687
E-MAIL: INFO@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE:	NONE
DRAWING No.:	70223
SHEET:	C-5 of 5

785 S. RANDALL RD. - ALGONQUIN, IL
DETAILS



The contractor shall verify and confirm in writing all dimensions and conditions of existing building facilities. Copies of existing building survey drawings are available upon request.
 Contractors and subcontractors shall examine drawings of all other trades to verify the location of rough-in work, fixtures and equipment for coordination with all other trades.
 Copyright 2024 Just 4 Measure, Ltd. All rights reserved.



Project Title

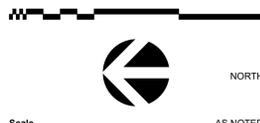
ROSEN GENESIS PARKING LOT

Project Data
 ROSEN GENESIS PARKING LOT
 785 S RANDALL ROAD • ALGONQUIN, IL 60102

Issue
 Final Site Plan

Revisions

Issue	Date	Description
02	03-02-2025	NEW Vehicle Storage Lot-1
01	01-22-2025	Proposed Vehicle Storage Lot-1



Scale
 AS NOTED
 Sheet Title
**EXIST DEVELOPMENT--
 RETAIL SITE**

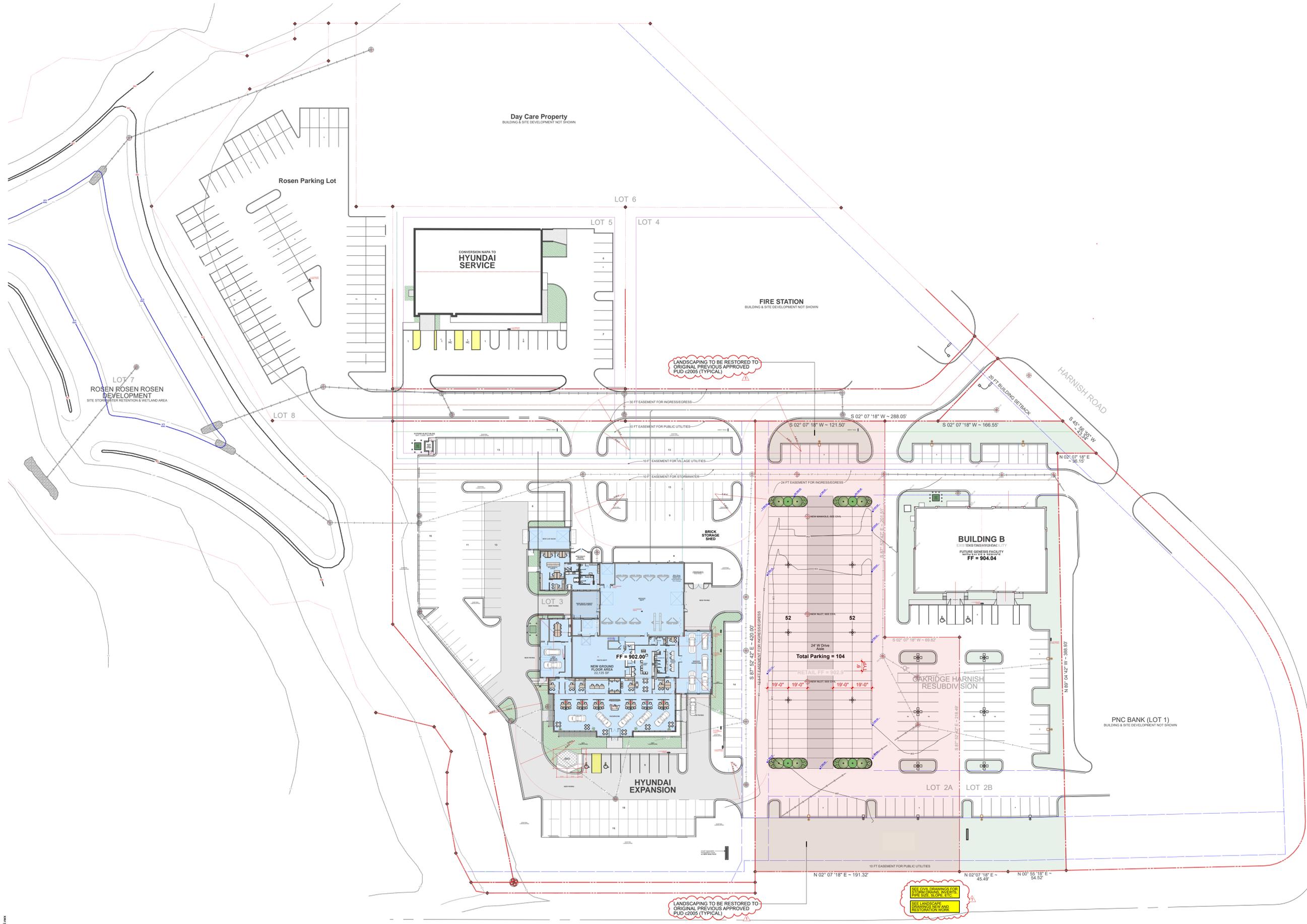
Reviewed By
 Drawn By
 Project Number
 Date
 Sheet

DRO
 DRD
 J4M 1277R
 1/21/25

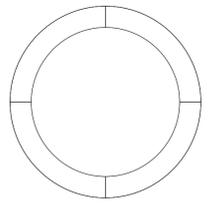
A101

1 PARTIAL SUBDIVISION PLAN -- RETAIL SITE
 A101 Scale: 1" = 40'-0"

12771_03_20250118_Retail_Site_Parking_Lot_V025.dwg



The contractor shall verify and confirm in writing all dimensions and conditions of existing building footprints. Copies of existing building survey drawings are available upon request.
 Contractors and subcontractors shall examine drawings of all other trades to verify the location of rough-in work, fixtures and equipment for coordination with all other trades.
 Copyright 2024 Just 4 Measure, Ltd. All rights reserved.



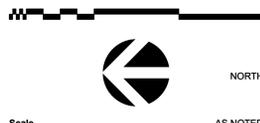
Project Title

ROSEN GENESIS PARKING LOT

Project Data
 ROSEN GENESIS PARKING LOT
 785 S RANDALL ROAD • ALGONQUIN, IL 60102

Issue
 Final Site Plan
 Revisions

Issue	Revisions
02	03-02-2025 NEW Vehicle Storage Lot-1
01	01-22-2025 Proposed Vehicle Storage Lot-1



Scale
 AS NOTED
 Sheet Title
PROPOSED VEHICLE DISPLAY PARKING LOT

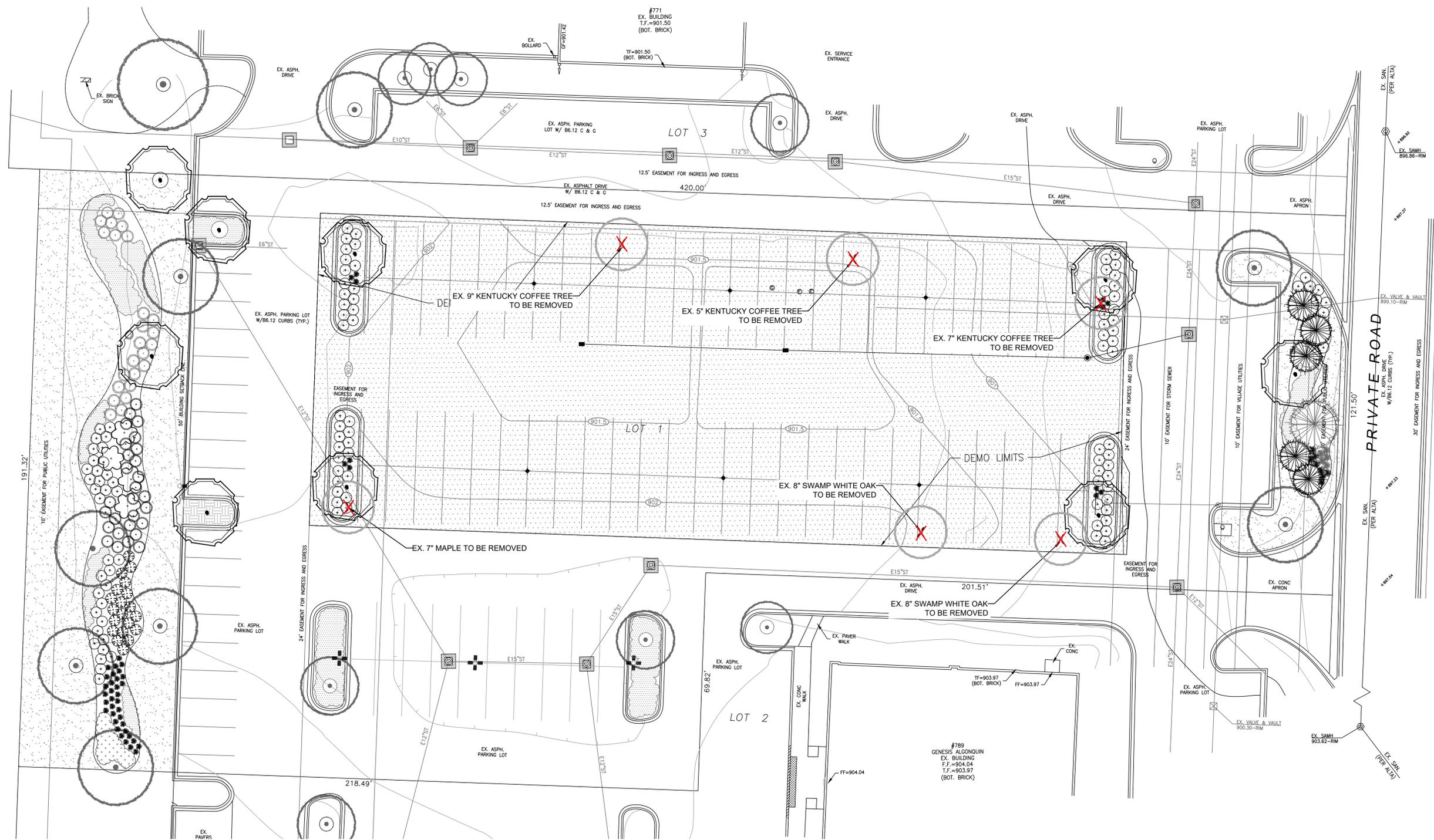
Reviewed By
 Drawn By
 Project Number
 Date
 Sheet

DRO
 DRD
 J4M 1277R
 1/21/25

3 PROPOSED PARKING LOT BETWEEN HYUNDAI & GENESIS
 A103 Scale: 1" = 40'-0"

A103

RANDALL ROAD



HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 P.O. Box 1359
 Lake Geneva, Wisconsin 53147-1359
 ph 262.639.9733
 david@wdavidheller.com
 www.wdavidheller.com

PROJECT
ROSEN HYUNDAI OF ALGONQUIN

771 Randall Road
 Algonquin, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
1.24.25	FIRST ISSUE
2.20.25	REV. PER COMMENTS

These plans were prepared by:
 W. David Heller, ASLA
 Registered Landscape Architect
 #157-000558

SHEET TITLE
OVERALL LANDSCAPE PLAN: REMOVALS

PROJECT MANAGER	WDH
PROJECT NUMBER	25-006
DATE	2.20.25
SHEET NUMBER	

OVERALL LANDSCAPE PLAN
 Scale: 1" = 16'0"

NORTH

L 1.0

PROJECT

ROSEN HYUNDAI OF ALGONQUIN

771 Randall Road
 Algonquin, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
1.24.25	FIRST ISSUE
2.20.25	REV. PER COMMENTS

These plans were prepared by:
 W. David Heller, ASLA
 Registered Landscape Architect
 #157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate.

SHEET TITLE

LANDSCAPE PLANTING PLAN

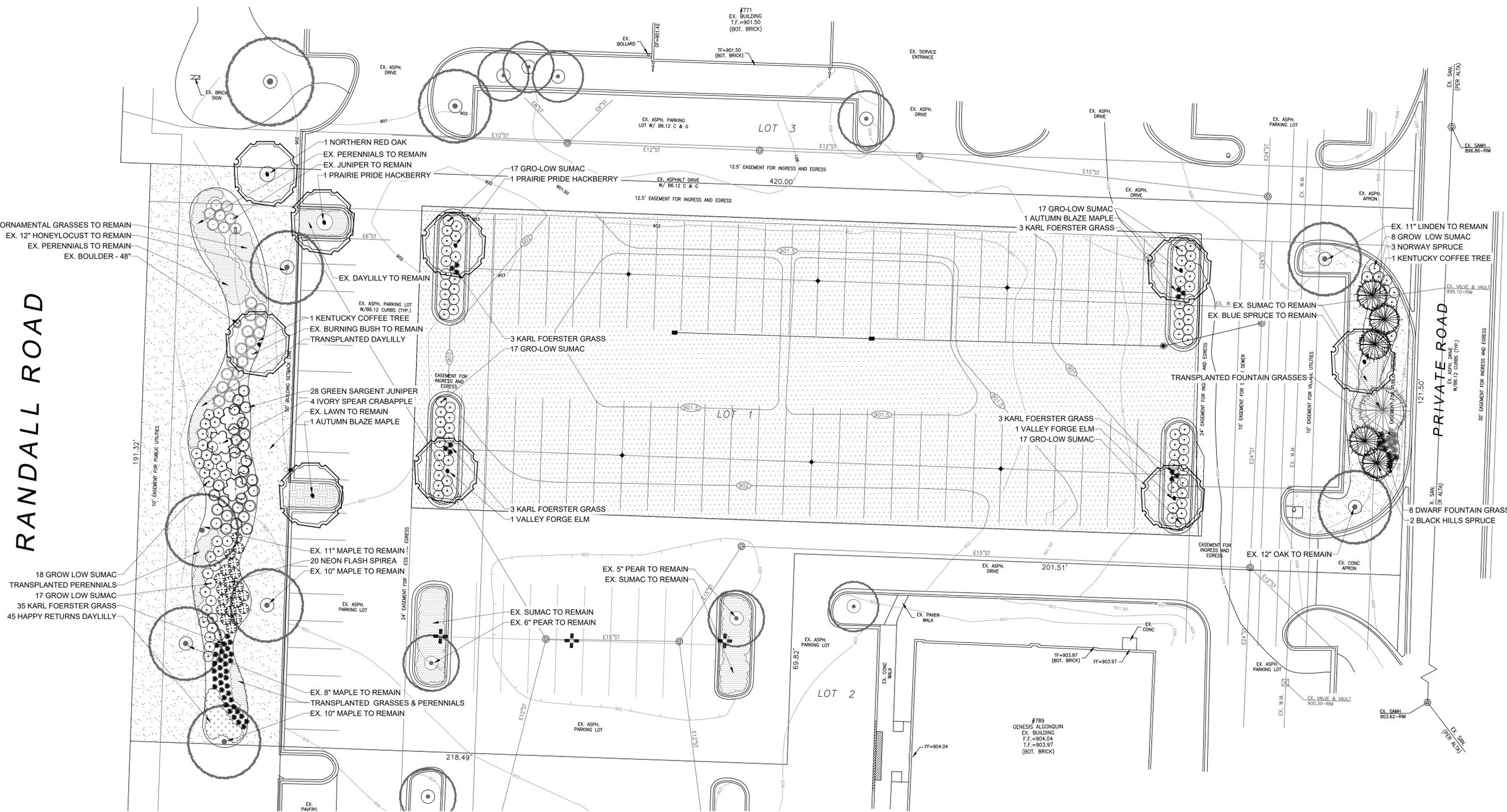
PROJECT MANAGER **WDH**

PROJECT NUMBER **25-006**

DATE **2.20.25**

SHEET NUMBER

L 1.1



OVERALL LANDSCAPE PLAN

Scale: 1" = 16'0"



- Contractor responsible for contacting Diggers Hotline (811 or 800-242-8511) to have site marked prior to excavation or planting.
- Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.
- All plantings shall comply with standards as described in American Standard of Nursery Stock - Z60.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.
- Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.
- Topsoil in Parking Lot Islands (if applicable): All parking lot islands to be backfilled with topsoil to a minimum depth of 12" to insure long-term plant health. Topsoil should be placed within 3" of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 4" to provide proper drainage, unless otherwise specified.
- Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball, if needed. Remove and discard non-biodegradable ball wrapping and support wire. Removed biodegradable burlap and wire cage (if present) from the top of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining of the burlap and remove the twine. Provide one slow release fertilizer packets (per 1" caliper) for each tree planted.
- Tree Planting: Backfill tree planting holes 80% existing soils removed from excavation and 20% Soil Amendments (see Note 11). Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is $\frac{3}{4}$ full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soak in the new planting. Each tree shall receive a 3" deep, 4-5' diameter (see planting details or planting plan) shredded hardwood bark mulch ring / saucer around all trees. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.
- Shrub Planting: All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a 50% mix of Soil Amendments with blended, pulverized topsoil. Install topsoil into all plant beds as needed to achieve proper grade and displace undesirable soils (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are $\frac{3}{4}$ full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rate of 1 per 24" height/diameter of shrub at planting.
- Mulching: All tree rings to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). All shrub planting and perennial planting bed areas (groupings) shall receive a 2" layer of double-shredded hardwood bark mulch, and groundcover areas a 2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
- Edging: All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Bedlines are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.
- Plant bed preparation/Soil Amendment composition: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsoil beds to a depth of approximately 8"-10". Containerized and balled & burlapped plant material should be back-filled with amended soil:
 - Per 100 SF of bed area (Soil Amendment composition):
 - $\frac{3}{4}$ CY Peat Moss or Mushroom Compost
 - $\frac{1}{4}$ CY blended/pulverized Topsoil
 - $\frac{1}{4}$ CY composted manure

In roto-tilled beds only, also include in above mixture:

 - 2 lbs Starter Fertilizer
- Installation preparation for all seeded areas: remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil (if adequate or provide as in item #6 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer (20-10-5, or approved comparable) and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary at the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.
 - An acceptable quality seed installation is defined as having:
 - No bare spots larger than one (1) square foot
 - No more than 10% of the total area with bare areas larger than one (1) square foot
 - A uniform coverage through all turf areas
- Warranty and Replacements: All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.
- The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.
- Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.

LANDSCAPE GENERAL NOTES

PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	DBH SIZE (INCHES)	ROOT	SPECIFICATION / NOTES	PLANT SPACING
Proposed Landscape Construction Preparation							
	1	Gymnocladus dioica	Kentucky Coffee Tree	9" DBH		REMOVAL BY OTHERS	
	1	Gymnocladus dioica	Kentucky Coffee Tree	7" DBH		REMOVAL BY OTHERS	
	1	Gymnocladus dioica	Kentucky Coffee Tree	5" DBH		REMOVAL BY OTHERS	
	1	Quercus bicolor	Swamp White Oak	8" DBH		REMOVAL BY OTHERS	
	1	Quercus bicolor	Swamp White Oak	8" DBH		REMOVAL BY OTHERS	
	1	Acer xfreemani 'spp.'	Freemani Maple	7" DBH		REMOVAL BY OTHERS	
	20	Transplanted Ornamental Grasses				see Landscape Plan for bed locations	
	50	Transplanted Daylily				see Landscape Plan for bed locations	
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CALIPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
Proposed Landscape Materials							
SHADE TREES (DECIDUOUS)							
ABM	2	Acer xfreemani 'Autumn Blaze'	Autumn Blaze Maple	3.0"	B&B	Straight central leader, full and even crown. Prune only after planting	
PPH	2	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	3.0"	B&B	Straight central leader, full and even crown. Prune only after planting	
KCT	2	Gymnocladus dioica	Kentucky Coffee Tree	3.0"	B&B	Straight central leader, full and even crown. Prune only after planting	
NRO	1	Quercus rubra	Northern Red Oak	3.0"	B&B	Straight central leader, full and even crown. Prune only after planting	
VFE	2	Ulmus americana 'Valley Forge'	Valley Forge American Elm	3.0"	B&B	Straight central leader, full and even crown. Prune only after planting	
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN TREES							
NS	3	Picea abies	Norway Spruce	8'	B&B	Evenly shaped tree with branching to the ground	17'
BHS	2	Picea glauca 'densata'	Black Hills Spruce	8'	B&B	Evenly shaped tree with branching to the ground	15'
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN SHRUBS							
GSJ	28	Juniperus chinensis sargentii 'Viridis'	Green Sargent Juniper	24"w	Cont.	Full rounded well branched shrub	42"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
DECIDUOUS SHRUBS							
GLS	111	Rhus aromatica 'Gro-Low'	Gro Low Fragrant Sumac	#5	Cont.	Full, well rooted plant, evenly shaped	42"
NFS	20	Spiraea xbumalda 'Neon Flash'	Neon Flash Spirea	24"	Cont.	Full, well rooted plant, evenly shaped	60"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL GRASSES							
KFRG	47	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	Cont.	Full, well rooted plant	15-18"
DFG	8	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	#1	Cont.	Full, well rooted plant	24"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
HERBACEOUS PERENNIALS							
HRD	45	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped	18"
PLANT KEY	QUANTITY	SPECIFIED SEED MIX / SOD		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
LAWN							
	111	Lawn Establishment Area / Grading Area - Restore As Necessary			SY	Reinder's Deluxe 50 Seed Mix (800-785-3301)	
	1000	Erosion Matting for seeded areas	see plan for area delineation		SF	Rollmax EroNex D575 Erosion Control Blanket (or approved equal)	
Hardscape Materials							
	39.5	Shredded Hardwood Mulch (3" depth)	Area: 4,250 SF		CY	Bark Mulch; apply Preeemergent after installation of mulch	
	26	Soil Amendments (2" depth)	Area: 4,250 SF		CY		
	3	Pulverized Topsoil (Lawn Area)	Area: 1,000 SF		CY		
	26	Pulverized Topsoil (2" over bed areas)	Area: 4,250 SF		CY		

*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan-including the graphics and notations depicted therein- shall govern.

PLANT & MATERIAL SCHEDULE

1 DETAIL
N.T.S. SECTION

SHADE TREE PLANTING

2 DETAIL
N.T.S. SECTION

DECIDUOUS SHRUB PLANTING (POTTED)

3 DETAIL
N.T.S. SECTION

GROUNDCOVER / PERENNIAL PLANTING

4 DETAIL
N.T.S. SECTION

SPADE EDGE PLANT BED EDGE DETAIL

ROSEN HYUNDAI OF ALGONQUIN

771 Randall Road
Algonquin, IL

ISSUANCE AND REVISIONS	
DATE	DESCRIPTION
1.24.25	FIRST ISSUE
2.20.25	REV. PER COMMENTS

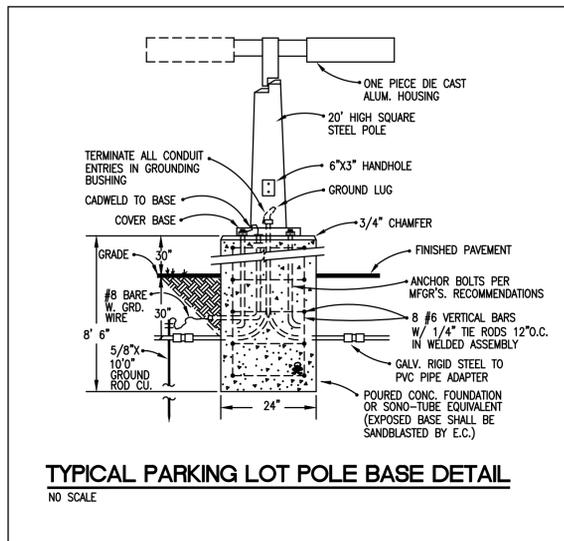
These plans were prepared by:
W. David Heller, ASLA
Registered Landscape Architect
#157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate.

SHEET TITLE LANDSCAPE DETAILS, NOTES & SCHEDULES

PROJECT MANAGER	WDH
PROJECT NUMBER	25-006
DATE	2.20.25
SHEET NUMBER	

L 1.2



TYPICAL PARKING LOT POLE BASE DETAIL
NO SCALE

Label	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
AA	Lithonia Lighting	DSX1 LED P2 40K 80CRI TSW	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type S Wide	1	9006	0.93	271.16
X	Lithonia Lighting	DSX1 LED P2 40K 80CRI TSW	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type S Wide	1	9006	0.93	67.79

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Area	+	3.8 f.c.	8.8 f.c.	0.0 f.c.	N/A	N/A

NOTES:
 1. CALCULATION POINT WORK PLANE, GRADE LEVEL.
 2. FIXTURE MOUNTING HEIGHT, REFER TO FIXTURE LABELS NOTED ON PLAN.
 3. CALCULATIONS PROVIDED BY KSA ARE NOT A GUARANTEE OF PERFORMANCE. ACTUAL LIGHT LEVELS MAY VARY."

Specifications

EPA: 0.69 ft² (0.06 m²)
 Length: 22.71" (581 mm)
 Width: 14.26" (362 mm)
 Height H1: 7.88" (200 mm)
 Height H2: 2.73" (69 mm)
 Weight: 34 lbs (15.4 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Series	LEDs	Color temp/effic	Color Rendering Index	Distribution	Voltage	Mounting
DSX1 LED	Forward optics (this section 70CRI only)	30K 3000K	70CRI	ATR Automotive front row T15 Type short T2M Type II medium T3M Type III medium	120V (277V) 240V (480V) 277V (480V)	Shipped included SIP Square pole mounting (#8 drilling) RPA Round pole mounting (#8 drilling)
	Rotated optics (this section 80CRI only, extended lead times apply)	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	80CRI	TSLG Type III low glare T3M Type III medium T4LG Type IV low glare T4M Type IV medium T5M Type V medium T6M Type VI medium T7M Type VII medium T8M Type VIII medium T9M Type IX medium T10M Type X medium T11M Type XI medium T12M Type XII medium T13M Type XIII medium T14M Type XIV medium T15M Type XV medium T16M Type XVI medium T17M Type XVII medium T18M Type XVIII medium T19M Type XIX medium T20M Type XX medium T21M Type XXI medium T22M Type XXII medium T23M Type XXIII medium T24M Type XXIV medium T25M Type XXV medium T26M Type XXVI medium T27M Type XXVII medium T28M Type XXVIII medium T29M Type XXIX medium T30M Type XXX medium	277V (480V) 347V (600V) 480V (840V)	SIP Square pole mounting (#8 drilling) RPA Round pole mounting (#8 drilling) SPAS Square pole mounting (#5 drilling) RPM Round pole mounting (#5 drilling) SPRN Square pole mounting (#5 drilling) WBA Wall bracket MA Mast arm adapter (mounts on 2 3/8" OD horizontal round)

Control options:

Shipped installed	Other options	Field options
ULTRA2 PSH All gtr 48 gtr 2 enabled with 16 level motion / ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER High flow motion/ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER NEMA twist lock receptacle only (controls ordered separately) PERS Five pin receptacle only (controls ordered separately)	PER7 Seven pin receptacle only (controls ordered separately) FAO Field adjustable output BL30 Bi-level switched dimming, 30% BL50 Bi-level switched dimming, 50% DMS 0-10v dimming when pulled outside fixture (for use with an external control, ordered separately) DS Dual switching	SHIPPED INSTALLED SPDXXV XXV surge protection HS Hours/shift shield (black finish standard) L90 Left rotated optics R90 Right rotated optics GC Guard Construction HA 50% ambient operation BAA Buy America(s) Act and/or Build America Buy America Qualified SF Single fuse (200, 277, 347V) DF Double fuse (200, 240, 480V) Shipped separately ESR External Glass Shield (reversible, field install required, matches housing finish) BSB Bird Spikes (field install required)

Control options:

Shipped installed	Other options	Field options
ULTRA2 PSH All gtr 48 gtr 2 enabled with 16 level motion / ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER High flow motion/ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER NEMA twist lock receptacle only (controls ordered separately) PERS Five pin receptacle only (controls ordered separately)	PER7 Seven pin receptacle only (controls ordered separately) FAO Field adjustable output BL30 Bi-level switched dimming, 30% BL50 Bi-level switched dimming, 50% DMS 0-10v dimming when pulled outside fixture (for use with an external control, ordered separately) DS Dual switching	SHIPPED INSTALLED SPDXXV XXV surge protection HS Hours/shift shield (black finish standard) L90 Left rotated optics R90 Right rotated optics GC Guard Construction HA 50% ambient operation BAA Buy America(s) Act and/or Build America Buy America Qualified SF Single fuse (200, 277, 347V) DF Double fuse (200, 240, 480V) Shipped separately ESR External Glass Shield (reversible, field install required, matches housing finish) BSB Bird Spikes (field install required)

Control options:

Shipped installed	Other options	Field options
ULTRA2 PSH All gtr 48 gtr 2 enabled with 16 level motion / ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER High flow motion/ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER NEMA twist lock receptacle only (controls ordered separately) PERS Five pin receptacle only (controls ordered separately)	PER7 Seven pin receptacle only (controls ordered separately) FAO Field adjustable output BL30 Bi-level switched dimming, 30% BL50 Bi-level switched dimming, 50% DMS 0-10v dimming when pulled outside fixture (for use with an external control, ordered separately) DS Dual switching	SHIPPED INSTALLED SPDXXV XXV surge protection HS Hours/shift shield (black finish standard) L90 Left rotated optics R90 Right rotated optics GC Guard Construction HA 50% ambient operation BAA Buy America(s) Act and/or Build America Buy America Qualified SF Single fuse (200, 277, 347V) DF Double fuse (200, 240, 480V) Shipped separately ESR External Glass Shield (reversible, field install required, matches housing finish) BSB Bird Spikes (field install required)

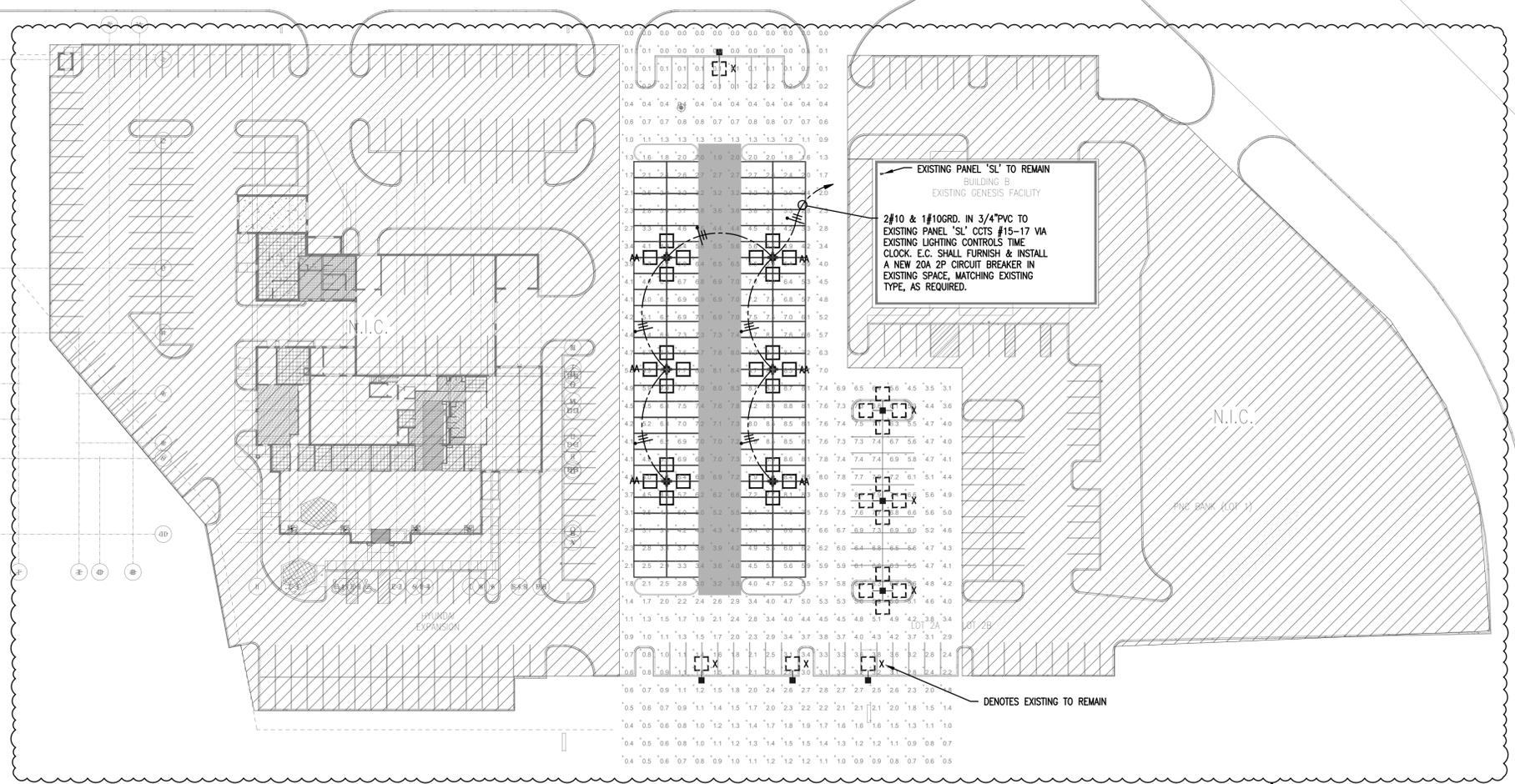
Control options:

Shipped installed	Other options	Field options
ULTRA2 PSH All gtr 48 gtr 2 enabled with 16 level motion / ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER High flow motion/ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER NEMA twist lock receptacle only (controls ordered separately) PERS Five pin receptacle only (controls ordered separately)	PER7 Seven pin receptacle only (controls ordered separately) FAO Field adjustable output BL30 Bi-level switched dimming, 30% BL50 Bi-level switched dimming, 50% DMS 0-10v dimming when pulled outside fixture (for use with an external control, ordered separately) DS Dual switching	SHIPPED INSTALLED SPDXXV XXV surge protection HS Hours/shift shield (black finish standard) L90 Left rotated optics R90 Right rotated optics GC Guard Construction HA 50% ambient operation BAA Buy America(s) Act and/or Build America Buy America Qualified SF Single fuse (200, 277, 347V) DF Double fuse (200, 240, 480V) Shipped separately ESR External Glass Shield (reversible, field install required, matches housing finish) BSB Bird Spikes (field install required)

Control options:

Shipped installed	Other options	Field options
ULTRA2 PSH All gtr 48 gtr 2 enabled with 16 level motion / ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER High flow motion/ambient sensor, 8-40 mounting height, ambient sensor enabled at 20' min. PER NEMA twist lock receptacle only (controls ordered separately) PERS Five pin receptacle only (controls ordered separately)	PER7 Seven pin receptacle only (controls ordered separately) FAO Field adjustable output BL30 Bi-level switched dimming, 30% BL50 Bi-level switched dimming, 50% DMS 0-10v dimming when pulled outside fixture (for use with an external control, ordered separately) DS Dual switching	SHIPPED INSTALLED SPDXXV XXV surge protection HS Hours/shift shield (black finish standard) L90 Left rotated optics R90 Right rotated optics GC Guard Construction HA 50% ambient operation BAA Buy America(s) Act and/or Build America Buy America Qualified SF Single fuse (200, 277, 347V) DF Double fuse (200, 240, 480V) Shipped separately ESR External Glass Shield (reversible, field install required, matches housing finish) BSB Bird Spikes (field install required)

PROJECT: ROSEN GENESIS PARKING LOT
 785 S. RANDALL ROAD
 ALGONQUIN, IL 60102



- GENERAL NOTES:**
- ELECTRICAL CONTRACTOR SHALL FURNISH & INSTALL ALL RACEWAYS, WIRING, ETC. AS REQUIRED & ROUTE TO PANELS AND CIRCUITS AS INDICATED, UNLESS NOTED OTHERWISE. (MINIMUM #12 AWG WIRING IN 3/4\"/>

NO.	DATE	DESCRIPTION
02/26/2025	VILLAGE REVIEW COMMENTS	

REVISIONS

EXP 11/30/2025
 JOHN L. THOMPSON
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 062-049722
 02/26/2025

DRAWING TITLE: PROPOSED VEHICLE DISPLAY PARKING LOT - PHOTOMETRICS

PROJECT NO. 22503	PROJECT MANAGER JLT
CAD FILE	DRAWN BY NDA
DATE AS NOTED ABOVE	CHECKED BY JLT

DRAWING NO. E100P



Village of Algonquin

The Gem of the Fox River Valley

MEMORANDUM

TO: Tim Schloneger, Village Manager
FROM: Stacey VanEnkevort, Recreation Director
DATE: March 12, 2025
SUBJECT: Request for Approval to amend Park Code and Park Rental Fees

Staff is currently preparing for the upcoming summer park rentals in Algonquin. With the recent updates to our parks in the last 5 years, we are proposing to make the following changes to the Park Code. We are also proposing the below changes to the park usage fees, based on the increased cost of park maintenance in the last 10 years. In preparation to this, we did survey several local park districts and parks departments, both with pavilions in neighborhood parks vs those with pavilions in community parks for comparison purposes and compiled the averages listed below.

Park Fees Proposal (Appendix B)

Park/Permit	Type	Rentable Space	Current Fees (R/NR)	Proposed Fees (R/NR)	Avg. for Comp
Towne Park	Community Park	Main Pavilion	\$75/\$200	\$200/\$325	\$190R
Cornish and Riverfront Park	Special Use Park	Gazebo/Pavilion with Plaza	\$75/\$200	\$125/\$250	\$130R
Hill Climb and Stoneybrook Park	Neighborhood Park	South Pavilion and Pavilion with Bocce and Cornhole	N/A	\$125/\$250	\$130R
Liquor Permit for Park Rental	N/A	Pavilion	\$0	\$50 per rental	\$100 per rental

**Staff costs for park maintenance associated with rentals range from \$160-\$200 depending on day*

***Comps were an average from Dundee, Huntley, Lake in the Hills, Cary and McHenry*

Summary of Changes

1. Section 11.03 **Group Activity**, staff is requesting to add Stoneybrook Park, remove the “Ball Field” part of the rental for Towne Park and remove fees listed in Appendix B. Staff also requests to remove Section C regarding “Towne Park Gate Key” as this is no longer an option.
2. Section 11.04 **Alcoholic Liquor in Parks**, is requesting removal of needed Homeowner’s insurance. Business/Organization insurance will still be needed in accordance with Chapter 33 of the Code.
3. Section 11.05 **Rules and Regulations**, staff requests the change of basketball being permitted in Riverfront and Towne Park to “all parks”.
4. Section 11.06 **Towne Park**, staff is requesting to omit all, as the information is no longer relevant or addressed elsewhere in code.
5. Section 11.07 **Cornish and Riverfront Parking**, please add Towne Park to the section.

If you agree, please forward to the Village Board for approval to amend the Park Code and Fees from Exhibit B. Thank you for your support and consideration.

C: Michael Kumbera, Deputy Village Manager
 Nadim Badran, Public Works Director

Chapter 11
PARKS AND PLAYGROUNDS

- 11.01 Hours
- 11.02 Park Condition
- 11.03 Group Activity
- 11.04 Alcoholic Liquor
- 11.05 Rules and Regulations
- 11.06 Towne Park
- 11.07 Cornish Park, Riverfront Park Parking
- 11.08 Preservation and Regulation of Natural Areas
- 11.09 Penalty

11.01 HOURS

Village parks shall be open daily to the public from dawn to dusk, but in no case shall any park be open prior to 6 a.m. or after 10 p.m. except when permitted by the Village. Any park or any part of a park may be declared closed to the public by the President at any time and for any interval of time.

11.02 PARK CONDITION

Each person, firm, or corporation using public parks and grounds shall clean up all debris, extinguish fires when such fires are permitted, and leave the premises in good order and the facilities in a neat and sanitary condition.

11.03 GROUP ACTIVITY *Amended, 2013-O-28, 2006-O-45, 97-O-35*

A. **Permit; Daily Use Fee:** Whenever any person, persons, group, association, or organization desires to reserve Towne Park (~~ball diamonds and~~ pavilion only), Cornish Park (gazebo and plaza area only), or Riverfront Park (gazebo and plaza area only), Hill Climb Park (south side pavilion only), Stoneybrook Park (pavilion and plaza only) or Willoughby Farms Park (pavilion area only) for a particular purpose, such as picnics, parties ~~or theatrical~~ or entertainment performances, a representative of said group, association, or organization shall first obtain a permit from the Village by filling out an application for such purposes and pay the rental/permit fee as listed in Appendix B. Algonquin-based, not-for-profit organizations are exempt from said the rental/permit fee. Any permit issued hereunder shall be valid for the specified day only. The reservation of any other park facilities shall require Village Board approval. The balance of the park shall remain open for use by the general public.

B. **Group Activity Deposit:** A deposit, ~~as found in Appendix B,~~ shall be made by the applicant to secure that the park is left in good condition. Said deposit shall be released only after an inspection has been made by the Public Works Department. If the group activity results in damage to a Village park, the Village shall repair said damage and deduct the cost of said repair from the applicant's deposit, and the balance, if any, shall be returned to the applicant. If the amount of damage exceeds the deposit, the applicant shall be responsible for the total amount of the damage.

~~C. **Towne Park Gate Key:** Any applicant under this Section shall designate an individual who shall be responsible for the return of the Towne Park gate key. The key shall be picked up from Village Hall during normal business hours and returned to the Village Hall immediately upon expiration of the permit.~~

D.C. Non-Resident Reservation Fee: Any non-resident person, persons, group, association, or organization shall pay the reservation fee listed in Appendix B for the use of any Village park, except that a non-resident person, persons, group, association, or organization that wishes to reserve a Village park for educational purposes shall pay a fee equal to one-half the fee listed in Appendix B.

E.D. Nothing contained in this Section shall be deemed to affect in any way other sections regulating the use of the Village parks.

11.04 **ALCOHOLIC LIQUOR** *Amended, 13-O-21, 99-O-40*

A. Alcoholic Liquor in Parks: Except as provided herein, it shall be unlawful for any person to possess or consume any alcoholic liquor in any park within the Village. For the purpose of this Section, alcoholic liquor is defined in Appendix A. Any Village resident, business located in the Village, or not-for-profit organization located in the Village may make application to the Local Liquor Commissioner and Clerk for a permit to possess or consume alcoholic liquor in Village parks. Issuance of said permit shall be conditioned on the following:

1. ~~Resident applications shall include a copy of the resident's homeowner's insurance policy.~~ Business or organization applications shall include a copy of the dram shop insurance in accordance with Chapter 33 of this Code. Applications shall not be considered if the insurance requirements have not been met.
2. Applications shall be signed by the resident applicant and also by a person or persons who are 21 years of age or older who will be responsible for overseeing the serving and consumption of beer and/or wine in the park, and who will be responsible that guests with beer and/or wine do not go into other areas of the park.
3. Applications shall indicate the manner in which beer and/or wine will be served, including what methods will be taken to ensure that the beer and/or wine will be contained in the designated area and how ingress and egress will be limited.

B. Sale of Alcoholic Liquor in Parks: The sale of alcoholic liquor in Village parks shall be by daily or event permit in accordance with Chapter 33 of this Code. Nothing contained in this Section shall be deemed to affect in any way the provisions of Chapter 33 of this Code or any other ordinance regulating the use of the Village parks.

11.05 **RULES AND REGULATIONS** *Amended, 05-O-45, 01-O-43*

The following rules and regulations shall govern the usage of all parks in the Village:

1. Advertisements, Signs, and Bill Posting: No person shall post, stencil, or otherwise affix any notice, bill, sign, advertisement, or other paper upon any structure, post, or tree or other property in any park.
2. Animals: No person shall bring a dog, cat, horse, or other domesticated animal into any park,

except for service dogs and dogs and cats which are on a leash not longer than 10 feet. Said leashed dogs and cats may be walked or exercised only on improved trails and pathways and shall at all times be kept under the complete control of the person walking or exercising said animal. The person walking or exercising the dog or cat shall be responsible for any damage done to the landscaping of any park and shall be responsible for removing all animal excrement deposited by said animal pursuant to Chapter 43 of this Code.

3. Bicycles: Bicycles may be ridden only on improved trails and shall be walked in all other park areas.
4. Conduct: No person shall make or assist in making any improper noise, riot, disturbance, breach of silence, or diversion intending to breach the peace in a park.
5. Damage to Property: No person shall mark, deface, injure, destroy, damage, cut, pluck, or take away park plantings or property without written approval of the Village Board. No person shall pour or otherwise discharge any substance or chemicals upon the water, grounds, or property of the parks that are injurious to persons or park property. No person shall climb upon any plant, fence, structure, or property of a park except such recreational equipment as may be installed for such purpose. There shall be no trespassing on any private property adjacent to park property.
6. Dumping and Littering: No person shall deposit, dump, throw, or place coal, ashes, dust, manure, grass clippings, leaves, shavings, dead branches, or rubbish in or upon any part of a park. Paper, garbage, and refuse matter shall be deposited in receptacles provided for that purpose.
7. Fires: No ground or uncontained fires shall be permitted except that a fire for cooking may be allowed if contained in a proper container manufactured for said use. All ignited coals and fire residue shall be removed from the park.
8. Fishing: Fishing is prohibited in Towne Park and from the pedestrian bridge or Harrison Street bridge in Cornish Park. Fishing shall be permitted anywhere along the Cornish Park and Riverfront shorelines during daylight hours.
9. Games and Sports: No person shall engage in any sport, game, amusement, or activity in any park except in such areas designated for that activity. No person shall engage in any activity in a rough or reckless manner that endangers, injures, or damages others or property.

All scheduled and authorized events shall take precedence over any other event or activity.

10. Installation of Property: No plants or equipment shall be installed or planted in any park without the permission of the Village Board.
11. Motorized Vehicles: It shall be unlawful for any person to bring, ride, or drive any motorized vehicle in any park except in designated parking areas without authorization by the Village Board. This paragraph 11 shall not apply to Village maintenance vehicles.

No person shall operate a motorized vehicle any faster than 10 miles per hour in any parking lot or designated roadway.

Vehicles in violation of this paragraph 11 or any unauthorized vehicle found in a park may be immediately towed from the park by the Village.

12. Public Entertaining: No person or organization shall hold any concert or public entertainment of any kind in a park without proper authorization.
13. Solicitation or Selling: No person shall offer or exchange for sale any article or thing or do any peddling or soliciting in any park without proper authorization.
14. Water: No swimming, wading, water bathing, or boating shall be allowed in any lake, stream, or river within park property.
15. Weapons and Explosives: No person, except authorized personnel, shall bring, carry or use in any park any knives, firearms, air guns, pellet guns, weapons of any kind, or any fireworks or other explosive substance.
16. Variations: No variation from these rules and regulations shall be granted without approval by the Village Board.
17. Skateboarding and Rollerblading: Skateboarding is prohibited in Cornish, Riverfront, and Towne Parks. Rollerblading shall be permitted on paved sidewalks and bicycle paths only during daylight hours. However, tricks, stunts, or grinding activities are prohibited, including on any playground equipment, landscape, wall, or street furniture.
18. Basketball: Basketball activities are only permitted during daylight hours at all parks ~~Riverfront Park and Towne Park~~.

11.06 ~~TOWNE PARK~~ *99-O-40, Amended, 2006-O-45* **INTENTIONALLY OMITTED**

~~In addition to the provisions found elsewhere in this Code, persons, businesses, and organizations using Towne Park shall be subject to the following:~~

1. ~~Vehicle Access; Parking: Except as provided herein, parking shall only be permitted in designated parking areas. Vehicles, including catering trucks, wishing to make deliveries into Towne Park shall only be allowed upon approval from the Manager. Those vehicles permitted entry will be issued a gate key. Access to Towne Park shall be by the service drive. One vehicle shall be permitted on the service drive at any one time. Delivery vehicles are prohibited from remaining in the park or parking on the grass. Parking in publicly owned parking lots and designated on-street diagonal parking spaces located adjacent to Cornish Park, Riverfront Park, and Towne Park is limited to six hours at a time in the daytime and four hours at a time in the evening; no overnight parking shall be permitted.~~
2. ~~Canopies, Tents: Upon approval from the Manager, a tent or canopy not exceeding 30 feet by 30 feet may be erected adjacent to the pavilion. Village Board approval shall be required for more than one tent or canopy or a tent or canopy exceeding 30 feet by 30 feet.~~
3. ~~Overnight Storage: Upon approval from the Manager and when security is provided, chairs, tables, tents, etc. may remain in the park overnight. However, the Village shall not be responsible for any loss or damage.~~

Formatted: Indent: Left: 0", Hanging: 0.5", Tab stops: 0", Left

11.07 CORNISH PARK, RIVERFRONT PARK AND TOWNE PARK PARKING

Parking in publicly-owned parking lots and designated on-street diagonal parking spaces located adjacent to Cornish Park, Riverfront Park and Towne Park ~~nearby~~ is limited to six hours at a time in the daytime and four hours at a time in the evening; no overnight parking shall be permitted. Parking at the north end of LaFox River Drive is strictly prohibited.

11.08 PRESERVATION and REGULATION of NATURAL AREAS *08-0-03*

A. Definitions: In addition to those terms defined in Appendix A, the following definitions are applicable to this Section:

Department: The Village's Public Works Department.

Natural area: All public lands containing native ecosystems that are under the control of or assigned to the Department for management, maintenance, and operation, as well as any privately owned lands that may be subject to these requirements.

Natural areas' property: All structures, facilities, plants, and animals contained within a natural area.

Natural area sign: Signage posted depicting the natural area.

Parking area: A specially designed and publicly designated area set aside for the standing or temporary stationing of vehicles.

Permit: A document or certificate provided by the Manager or the Manager's designee granting permission to conduct or take part in a specific activity at a specific location.

B. Purpose and Scope: The purpose of this Section is to preserve and protect in perpetuity Village-managed natural areas by regulating public uses of these lands. The Village shall maintain a list of these lands, and such list shall be on file at the Department.

These regulations apply not only to Village-owned or Village-controlled natural areas but also Village-owned lands that have become naturalized detention basins and those lands that have become natural areas due to Village enhancements and improvements, all of which have been assigned to the Department for management, maintenance, and operation. These regulations may also apply to natural areas owned by a public or private entity that are platted after the effective date of these regulations. Department staff and other authorized persons working under staff supervision shall be exempt from the provisions of this Section when performing activities related to management plans and/or related to routine maintenance of the natural area.

C. Building and Other Property:

1. No person shall willfully mark, deface, or damage in any way, or displace, remove, or tamper with any natural areas' building, fence, educational or informational structure, walkway, bridge, bench, railing, public utility, paving or paving material, or part or appurtenance thereof, natural area sign, notice or placard, monument, stake, post or other boundary marker, or other

structure or equipment, facility or natural area property or appurtenance that is located on a natural area.

2. No person shall dig, move, or remove from any natural area any sand, soil, rocks, stones, trees, shrubs, plants, fallen timber, or other wood or materials, or make any excavation by tool, equipment, blasting, or other means.

D. Plant and Wildlife Protection and Preservation:

1. Within any natural area, no person shall cut, carve, or damage the bark, or break off limbs or branches or mutilate in any way, or pick the flowers or seeds of any tree, plant, or shrub, nor shall any person dig in or disturb grassy areas or transplant or remove any tree or plant or part thereof, or in any other way damage or impair the natural beauty or usefulness of any natural area, nor shall any person deposit any debris or material on or about any tree or plant.
2. Within any natural area, no person shall intentionally molest, harm, frighten, kill, trap, hunt, chase, shoot, throw objects at, harass, feed, or otherwise inhibit the natural movements and habits of any invertebrate, mammal, amphibian, reptile, fish, or bird. No person shall remove or have in his or her possession the young of any wild animal or the eggs or nests of any amphibian, reptile, fish, bird, or invertebrate. The provisions of this Section applying to fish are not applicable in designated fishing areas.
3. In order to prevent disruption of natural ecosystems and the spread of disease, no person shall introduce, plant, or release any plant or animal into any natural area.

E. Fires: No person shall build, or attempt to build, light or cause to be lighted any fire or fires within any natural area unless issued a permit from the Manager or the Manager's designee. No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, tobacco paper, or other flammable materials within any natural area or on any Village road or street abutting or contiguous thereto.

F. Boating:

1. All provisions of 625 ILCS 45/1 *et seq.*, the Boat Registration and Safety Act, shall apply to Village-managed natural areas water.
2. No person shall launch or operate any watercraft upon any watercourse, lagoon, lake, canal, pond, marsh, wet prairie, or slough within a natural area except at such places that are designated for such uses by the Village Board or the Manager or the Manager's designee.
3. No person shall operate, moor, or anchor any watercraft within the waters of any natural area in a manner that results in damage or harm to the vegetation, wildlife, or shoreline.

G. Prohibited Activities: The following activities are prohibited in Village-managed

natural areas:

1. Except where specifically designated, fishing or the buying or selling of fish caught in any natural area waters, in all natural areas.
2. Hunting, trapping, or the possession of any kind of trapping device. Licensed hunters and trappers authorized by the Manager or the Manager's designee to remove nuisance and exotic animals are exempt from this prohibition.
3. Use of firearms or other weapons potentially inimical to wildlife and dangerous to human safety by persons other than authorized law enforcement personnel and persons authorized to remove nuisance and exotic animals. This prohibition includes shooting into a natural area from beyond the boundaries of the natural area.
4. The sale, purchase, consumption, or possession of alcoholic beverages, including beer, wine or spirits, as defined in Chapter 33 of this Code.
5. Use, discharge, or possession of fireworks, explosives, or substances that could be combined into an explosive mixture.
6. Domestic animals and pets as provided for herein.
7. Placement of beehives or other apicultural practices.
8. Cultivation of plants.
9. Vehicle repair.
10. Loud, unnecessary noise that disturbs wildlife and produces physical discomfort or annoyance to other people.
11. Possession and release of inflated balloons.

H. Activities Requiring a Special Permit: The following activities may be allowed only if a permit is obtained from the Manager or the Manager's designee. Written terms and conditions shall accompany each permit. The decision on whether or not to issue a permit will be based on the potential for damage to the natural resources of the site, the carrying capacity for that particular use, and any conflicts with a previously-issued permit for the same use. The activities requiring a permit are:

1. Camping.
2. Erection of a temporary or permanent structure.
3. Public demonstrations and gatherings.
4. Collection of plant and animal specimens and use of watercraft in wetlands for scientific research.

5. After-hours and night-time use of natural areas.

I. Merchandising, Advertising, and Signs:

1. No person shall expose or offer for sale, rent, or trade, any article or thing, or station or place any stand, cart or vehicle for the transportation, sale, or display of any article, merchandise, or other item within the limits of any natural area.
2. No person shall use the natural area roadways or paths, or enter any natural area, for the purpose of announcing, displaying, advertising, or calling attention to any person, political party, religious institution, or meetings or assemblies thereof, or for the purpose of demonstrating, advertising, or calling attention to any article or service for sale or for hire, nor shall any signs, slogans, loudspeakers, or advertising display be used for such purposes unless a permit allows such activity.
3. No person shall display, distribute, post, paste, glue, tack, or otherwise fix any handbill, pamphlet, circular, sign, placard, or any other printed matter containing advertising within any natural area or upon any natural area tree, fence, or other structure.

J. Pollution of Waters: No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any pond, lake, canal, slough, marsh, wet prairie, lagoon, or any other body of water or wetland in any natural area, any substance, matter, object, or item that will or may result in pollution of said waters.

K. Refuse and Trash: No person shall take into, dump, or deposit on land of, or leave in, any natural area or Village road abutting such natural area, bottles, broken glass, ashes, leaves, paper, boxes, cans, dirt, construction or agricultural debris, rubbish, waste, garbage, refuse, or any other solid or liquid debris. Such debris shall be placed in the proper receptacle where provided on a natural area. Where receptacles are not provided, all such debris shall be carried away from the natural area and properly disposed of by the person responsible for its presence.

L. Public Utilities: No entity shall be allowed to place any new public service utility into, upon, or across natural area lands except by prior issuance of a permit from the Manager or the Manager's designee.

M. Closing of Natural Areas:

1. Each natural area managed by the Village shall be open to the public at hours and days that are determined to be appropriate.
2. The Manager or the Manager's designee may declare any section of a natural area closed to the public, either temporarily or at regularly stated intervals, in order to protect natural resources or for public safety reasons. No person shall enter upon any part of any natural area that is withheld from general public usage in the interest of natural resource protection, public safety, health and/or welfare.

3. No person shall remain in any natural area during the hours that the natural area is closed without a permit issued by the Manager ~~or~~ or the Manager's designee.

N. Vehicles:

1. All state and local vehicle laws and traffic regulations shall be applicable in all natural areas within the Village.
2. No person shall drive, operate, or propel any vehicle outside the boundaries of designated paved or improved natural area access roads or driveways unless specifically authorized by the Manager or the Manager's designee.
3. No person shall park any vehicle on a natural area at any place other than a designated parking area without prior authorization from the Manager or the Manager's designee. No person shall park any vehicle in a manner that blocks or impedes access to a parking area or access road. No vehicle shall be left in a parking area overnight without prior authorization by the Manager or the Manager's designee.
4. This Section does not apply to Village maintenance vehicles.

O. Enforcement:

1. It shall be the duty and responsibility of law enforcement officials to, within their jurisdiction, enforce all state laws and municipal ordinances within and adjacent to the limits of all natural areas maintained and operated by the Village.
2. It shall be unlawful for any person to do any act forbidden, or fail to perform, any act required by this Section or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers or authorized Village officials. It shall be the duty and responsibility of law enforcement officers and authorized Village officials to enforce all natural areas rules.

11.09 PENALTY

Any person, firm or corporation violating any provision of this Chapter shall be fined in accordance with Appendix B and be responsible for the Village's cost of prosecution, including attorneys' fees. Each day that a violation continues shall be considered a separate offense. Restitution by the violator shall also be made to any property damaged or destroyed or person injured.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: March 11, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Street Sweeping Contract

Attached is the contract for roadway street sweeping for 2025, with an option to renew for two additional years. Public works participated in the McHenry County Municipal Partnering Initiative (MC-MPI) bidding for street sweeping. There was only one bidder which was Lakeshore Recycling Systems, LLC.

The Village has contracted roadway street sweeping for a number of years. Lakeshore Recycling, out of Rosemont, Illinois has been performing this service for years. Since they have been sweeping Algonquin, they are very familiar with the process and the Village standards for sweeping.

Based on this experience the Village would like to contract street sweeping with Lakeshore Recycling. We believe we will get the best service from this contractor as they are already familiar with our requirements, routes, and we don't have to go through the process of training a new company. Public works budgeted \$180,000.00 for street sweeping, this contract came in at \$151,031.48 which is under budget.

We ask that the board motion to authorize the Village Manager or his designee to execute this contract with Lakeshore Recycling Systems LLC, for street sweeping in the amount of \$151,031.48 for the fiscal year 2026, and further authorize the Village Manager or his designee to sign an extension to said contract for fiscal year 2027, and 2028.

McHenry County Municipal Partnering Initiative (MPI)

Sealed bids will be accepted in the above office until
March 6, 2025, NO LATER THAN 11:00 A.M. (CST)

**Request for Bids:
STREET SWEEPING SERVICES**

Issuing McHenry County Municipal Partnering Initiative Members:

Village of Cary
City of Crystal Lake
McHenry County Division of Transportation

Contact Person for Questions Related to Village of Algonquin Specifications:

Vince Kilcullen, General Services Superintendent
vincekilcullen@algonquin.org

Contact Person for General Bid Document Questions and Questions Related to Village of Cary Specifications:

Steve Kopacz, Public Works Superintendent
skopacz@caryillinois.com

Contact Person for Questions Related to City of Crystal Lake:

Mike Wisinski, Public Works Manager
mwisinski@crystallake.org

Contact Person for Questions Related to City of Marengo:

Nick Radcliffe, City Administrator
nradcliffe@cityofmarengo.com

Contact Person for Questions Related to McHenry County Division of Transportation Specifications:

Beth Skowronski, Assistant Maintenance Superintendent
BSkowronski@mchenrycountyil.gov

Mailing Address/Drop-Off Address:

Village of Cary
755 Georgetown Drive
Cary, IL 60013

PLEASE PRINT

Company: LRS, LLC Date: 02/21/2025
Contact Person: Michelle Sales
Address: 1655 Powis Rd City: West Chicago
State: IL Zip Code: 60185
Email Address: MSales@LRS.net
Telephone Number: (708) 247-4764
FEIN or SSN: 80-0865048

The attention of bidders is directed to each individual MPI member's Purchasing Ordinance. This Ordinance is incorporated by reference into this bid as if it were contained herein. To view the municipality's ordinance, please individually contact the municipality.

Any communication regarding this bid between the date of issue and date of award is required to go through the Contact Person listed above. **Unauthorized contact with other staff, elected officials or other officers is strictly forbidden.**

SCOPE OF WORK

The County of McHenry Municipal Partnering Initiative seeks qualified firms to provide street sweeping services for multiple municipal facilities.

Subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.



SCHEDULE OF EVENTS

- 2/19/25 Bid Available via DemandStar.com
- 2/25/25 Vendors Questions Submitted via email by **12:00 P.M.(CST)**
- 2/26/25 Vendors Questions Answered via Addendum; emailed by **4:00 P.M.(CST)**
- 3/6/25 Bid Due at Cary Municipal Center no later than **11:00 A.M.(CST)**
(No electronic bids accepted)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the MPI Members must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the MPI Members must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

The above referenced Act adopted by the State of Illinois requires that contractors performing public works projects for a local unit of government "shall employ only Illinois laborers on such project or improvement... provided that other laborers may be used when Illinois laborers as defined in this Act are not available or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer", whenever there is a period of excessive unemployment. "Illinois laborer" refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

The successful bidder for this project will be responsible for full compliance with the requirements of the Act which includes the provision to hire predominately Illinois laborers. Every contractor may place on such work no more than three of his regularly employed non-resident executives and technical experts, even though they do not qualify as Illinois laborers.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

FREEDOM OF INFORMATION ACT

Effective January 1, 2010, the regulations of the State of Illinois Freedom of Information Act (FOIA) apply to all records of the vendor/contractor pertaining to this authorization. It is the responsibility of the vendor/contractor to comply with all applicable provisions of the FOIA. When requested by the Municipality, the vendor is required to provide all records requested within no more than four (4) business days, at no cost to the Municipality.

SECURITY

The contractor represents and warrants to the MPI Members that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the MPI Members that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify, and hold harmless the MPI Members, the Corporate Authorities, and all MPI Members elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

ADDENDUM

Should the Vendor require any additional information about this Bid, please email any questions by the deadline as outlined in the schedule of events. All changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be emailed to bidder if a Notice of Intent to Bid has been completed and submitted to the Contact Person. In addition, all addenda will be posted on the issuing agency's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Public Works (or his/her designee) from the issuing agency has the authority to issue an addendum.

Addenda are written instruments issued by the issuing agency prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications, or corrections.

Prior to the receipt of bids, addenda will be delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The MPI Members are exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the MPI Members, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The MPI Members shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The MPI Members shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the MPI Members as an additional insured. A copy of the endorsement shall be provided to MPI Members along with the Certificate of Insurance; and,
- (e) Have individual MPI Members named as an additional insured and the address for certificate holder must read as:

"Municipality Name", a **body politic**
Municipal Address
City, State, Zip Code

- (f) Insurance Notices and Certificates of Insurance shall be provided to the individual municipalities.

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the MPI Members, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, 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 contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the MPI Members, their agents, servants, or employees or any other person indemnified hereunder.

PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond will be required by the accepted bidder as described below if the bid amount exceeds \$50,000.00.

- Payment and Performance Bond must be in the amount of 110% of the bid value. Any additional scope value during the project must be covered by the bonds.
- Obliges is County of McHenry, project owner for the Payment and Performance Bonds.

- Payment and Performance Bonds must be signed by an official of the bonding company and accompanied by the bonding agent's written Power of Attorney.
- Provide three (3) copies of each of the bonds and the Power of Attorney in order that one copy of each may be attached to each copy of the contract agreement. Bonds must be submitted to McHenry County within two (2) weeks of the notice of award, if start of construction is sooner, then bonds must be submitted a minimum of two (2) days prior.
- Date of Agreement and Payment and Performance Bonds must be the same.
- Such Payment and Performance Bonds must be issued by a surety listed on the Department of Treasury's listing as approved sureties (Department Circular 570) with an A.M. Best Rating of "A" or better which is licensed in the state of the location of the project and must be acceptable to the design-builder.

BID BOND

Each separate bid must be accompanied by a bid bond, certified check, or a cashier's check, drawn on a bank authorized to do business in Illinois, in a dollar amount of not less than five percent (5%) of the sum of the computed total amount of the bid or five hundred dollars (\$500), whichever is greater.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

Bids must be submitted by mail or in person (One Original)

Bids are due no later than 11:00 A.M. on March 6, 2025.

Sealed Bid envelopes are to be clearly marked with the title, time & date of opening.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The MPI Members will award the bid and execute a contract to the lowest responsive, responsible bidder meeting the MPI Members' requirements as listed in this document. The MPI Members will be the sole judges of acceptability of any products offered.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The MPI Members shall be the sole judge of acceptable products. Unacceptable products will be rejected, and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Contact Person.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The MPI Members will be the sole judges of the acceptability of any exception noted and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Contact Person prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The MPI Members shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the MPI Members.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the MPI Member's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the MPI Member's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The MPI Members will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the MPI Members deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the MPI Member's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the MPI Members in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the MPI Members thirty (30) days after written notification of termination from the MPI Members.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the MPI Members shall have 120 days after each election of MPI Members board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the MPI Members to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

The MPI Members reserve the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the MPI Members. Any such decision shall be considered final.

PROTEST PROCEDURES

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Village Administrator/City Manager (or his/her designee) from the issuing agency. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the MPI Members.

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the MPI Member's expectation equipment and/or hardware installed as part of this bid will be in new, un-used condition unless otherwise noted in bid submission.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Public Works (or his/her designee) from the issuing agency will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The MPI Members do NOT accept any fuel surcharges.

GENERAL SPECIFICATIONS

The McHenry County Municipal Partnering Initiative is seeking to contract with a qualified firm to provide street sweeping services for municipal properties and rights-of-way throughout the municipalities and must follow the provided specifications:

SCOPE OF WORK

The Municipalities are seeking a Contractor to perform street sweeping services on state and county roadways within their Municipal boundaries, Municipal-owned parking lots and areas, and Municipal-owned arterial, collector, and residential roadways and other areas as described in this proposal. This scope of services is intended to cover all labor, equipment, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

TERM

The term of this agreement shall be for one (1) year from the date of award. The Municipalities reserve the right to renew this contract for up to 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 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.

PREVAILING WAGE

Prevailing wage will **not** be required for this contract.

DEFINITIONS

- a. Curb Mile – measurement of curbing of streets and medians.
- b. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the municipality's standard, which may require multiple passes depending on condition and width of street.
- c. Curb-to-Curb – area within the curb limits of the street including medians, intersections and street ends.
- d. Contractor Holidays – Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
- e. Debris – litter, rubbish, leaves, sand, sticks, debris trail, dirt, garbage, and other foreign material.
- f. Street – all paved dedicated public rights-of-way within the existing or future municipal limits.

- g. Re-sweep – sweep required when previous sweeps are deemed by the municipality to be below standard or when a street or sections of a street are missed during regularly scheduled operation. Such re-sweeps will be at no additional cost with up to two re-sweeps performed to the municipality’s satisfaction.
- h. Sweeper – Sweeping machine.
- i. Swept Clean – means no debris residual or tailings.
- j. Special Sweeping (Sweeps) – sweeping involving special events, parades, inclement weather, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.) and municipal surface parking lots.
- k. Travel Speed – sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

SCHEDULING OF WORK

1. Cycle sweeping schedules will be developed by each Municipality individually. The provided dates & frequency of sweeps are tentative and are intended for planning purposes only. Additional sweeping cycles may be scheduled at the discretion of the Municipality’s representative. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of the roadways. The Municipality’s representative shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards, and days of sweeping with prior notice to Contractor.
2. All work shall be scheduled with the Municipalities representative, or his/her designee. While working for the Municipality during regularly scheduled street sweeping cycles, the Contractor’s sweeping employees or route supervisor shall speak with the Municipality’s representative on a daily basis at or before 7:15 AM. At that time the Contractor shall be instructed where to begin. If an early morning sweep is scheduled (earlier than 7:00 AM), then the Contractor’s employees or route supervisor should contact the Municipality’s representative one working day prior to the scheduled sweep.
3. In the event the Contractor fails to complete an assigned task or assigned area within the day, the task shall be completed the following day at no additional cost to the Municipality. In the event the Contractor completes a task or assigned area in less than an eight (8) hour period, the Contractor shall contact the Municipality for additional tasks. Each round of sweepings shall take no longer than ten business days to complete. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met. If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Streets Superintendent or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the municipality, which will allow the municipality to monitor the Contractor’s progress.
4. During a scheduled cycle, the Contractor shall have, at a minimum, two (2) sweepers working in the Municipality.
5. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on curb miles not swept. The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days. Street sweeping shall be scheduled for all regular holidays and rainy days, unless otherwise indicated by the Municipality. The designated Contractor holidays for this contract shall be Memorial Day, Independence Day, Labor Day, and Thanksgiving Day.

EMERGENCY SWEEPING

1. The Contractor shall provide emergency response street sweeping services for vehicle accidents, material spills, water main breaks, or other emergency as determined by the Municipality that would occur outside of normal street sweeping service or hours.
2. The Contractor must respond and begin sweeping within ninety (90) minutes of notification from the Municipality.

3. The Contractor shall be paid on a per hour basis with a two (2) hour minimum. This does not include travel time from the Contractor's place of business to emergency sweeping site(s). No additional compensation will be allowed for work performed on overtime, weekends, or holidays.
4. If the Municipality indicates the sweeping does not need to be completed within the two (2) hour timeframe, the sweeping shall be charged as a Special Request Sweeping.
5. The Contractor shall provide a separate invoice for these services.

SPECIAL REQUEST SWEEPING

1. The Municipality may require the Contractor to provide special request sweeping for various community events or incidents not requiring a ninety (90) minute response time. These events include non-emergency events, parades, carnivals, tree trimming clean-up, and other instances as requested by the Municipality that would occur outside of the normal sweeping schedule.
2. The Contractor must complete the sweeping within twenty-four (24) hours of notification from the Municipality.
3. The Municipality's representative will give as much advance notification as possible for scheduled events.
4. The Contractor shall be paid on a per hour basis with a two (2) hour minimum. This does not include travel time from the Contractor's place of business to sweeping site(s). No additional compensation will be allowed for work performed on overtime, weekends, or holidays.
5. The Contractor shall provide a separate invoice for these services.

COLLECTION OF DEBRIS

1. Collection of debris is defined as the satisfactorily removal of all sand, sticks, stone, glass, debris, refuse, dirt, leaves, and other similar materials which may be accumulated on the entire width of roadway (centerline of road to curb) and/or parking areas described as designated to be cleaned. Areas where curb line does not exist shall be swept from centerline of road to the edge of pavement.
2. All storm water inlets shall be completely cleared of all debris.
3. Upon completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
4. The Municipality will be the sole determiner of what is considered to be satisfactory.
5. If at any time during the term of this Agreement the Municipality deems a sweep or service to be unsatisfactory, the Contractor shall perform the additional service at no additional cost to the Municipality.
6. Repetitive callbacks could be considered as a default and result in the termination of this Agreement.

SWEEPING PROCEDURES

1. Direction of Operation: All street sweeping, to the greatest extent possible, including parking lots, shall travel in the same direction as traffic.
2. Hours of Operation (unless directed otherwise by Municipality):
 - a. Dates of Operation: Sweeping may take place Sunday through Saturday except as defined in the sweeping schedule specifications for each municipality.
 - b. Business Districts: Sweeping should occur between 5:00 AM to 7:00 AM

- c. Parking Lots: Sweeping should occur between 3:00 AM and 7:00 AM. Where parking areas are adjacent to residential areas, the Contractor shall make all reasonable efforts to reduce noise from sweeping operations.
 - d. Arterial Streets: Sweeping should occur between 7:00 AM and 4:00 PM
 - e. Residential Streets: Sweeping should occur between 7:00 AM and 4:00 PM
3. Contractor's Office: Contractor is required to have an office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of one (1) hour to all emergencies. The on-site storage of equipment used exclusively for providing service within the Municipality will NOT be permitted.
 4. Customer Service: Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. A Contractor equipment operator is an extension of the Municipality and as such is expected to:
 - a. Give full attention to each customer's needs by answering questions. Provide information, products, and service in an accurate, organized, and complete manner. Determine that the customer's request has been fulfilled.
 - b. Comply with all federal, state, county, and city laws and regulations.
 - c. Use adequate equipment that is kept clean and neat at all times.
 - d. Train other Contractor employees to be polite and courteous during public contact.
 - e. Employ truth and accuracy in reporting customer service records.
 - f. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful, and professional manner.
 5. 24-Hour Availability & Special Event Services: The Contractor will provide each Municipality with names and telephone numbers of at least two qualified persons who can be called by a Municipality representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the Municipality. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification.
 6. Supervision of Contract, Communication, and Meetings with the Municipality: All work shall meet the approval of each Municipality's designee. There shall be a minimum of one monthly phone conference with the Contractor and the Municipal representative to determine progress and to establish areas needing attention. A status report of activities performed, and maintenance issues addressed by the Contractor will be submitted in writing to the Municipality on a weekly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications. All drivers or lead operators shall be accessible by phone. Breakdowns or delays shall be communicated with Municipal staff immediately to allow the Municipality to make arrangements to mitigate service disruptions.
 7. Public Safety: The Contractor shall perform all work in a manner that minimizes road hazards to the public.
 - a. All sweeping equipment must be fitted with an approved yellow safety flasher light or rotating beacon which is functional at all times of operation and is D.O.T. compliant.
 - b. An illuminated directional arrow shall be functioning during all sweeping operations.
 - c. The Contractor shall take measures to avoid slippery conditions due to excessive water on pavement.
 - d. All portions of street shall be kept open during street sweeping procedures unless otherwise directed by Municipality
 8. Performance During Inclement Weather:
 - a. The Municipality and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.

- b. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
 - c. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
9. **Dust Control:** The Contractor shall use a sufficient amount of water during sweeping operations to provide adequate dust control.
 10. **Spills:** The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
 11. **Protection of Property:** All reasonable precautions shall be taken to protect public and private property from undue damage. This would include pavements, sidewalks, lawns, fences, bushes, trees, shrubs, and buildings. If the Municipality's representative determines the Contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of Municipality at the Contractor's expense.
 12. **Accident Reporting:** All on the job accidents that damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be immediately reported to the Municipality's representative.
 13. **Water Supply:** The Municipality shall furnish water for sweeping operations at no cost to the Contractor. Water shall be obtained from designated hydrants from the Municipality. The Contractor is responsible for any damage to Municipal owned property or equipment due to water collection. The Contractor is also responsible for any deposits required by the Municipality for obtaining a water meter if needed.
 14. **Equipment Storage:** The Municipality does not allow parking or storage of the Contractor's sweeping equipment on Municipal property.
 15. **Street sweepers** shall be operated at speeds at 6 MPH or appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

Reviews by the municipality shall be made of all information and reports generated by the GPS tracking system.

SWEEPING EQUIPMENT

1. The Contractor shall use either mechanical type sweepers or vacuum type sweepers, as specified by the Municipality's representative, at any time during any sweeping cycle, depending on sweeping and/or weather conditions. The Municipality's representative may require more than two (2) sweepers per day as necessary to complete sweeping assignments. The Municipality prefers the Contractor to use the same operators for these units from day to day to encourage greater efficiency, productivity, and continuity.
2. Each sweeper unit, when operating under this agreement, must be equipped, at the Contractor's expense, with Municipal- approved two-way communication.
3. Each sweeper unit must be fitted with an approved yellow safety flasher light or rotating beacon which shall function at all times of operation and per I.D.O.T. standards.
4. Each sweeper unit must be equipped with an illuminated directional arrow which shall function during sweeping operations.
5. The Contractor shall provide all street sweepers used in the Municipality's with a GPS that enables the monitoring location of the contract sweepers at all times via computer. This system will also monitor the day-to-day operation of the sweepers, location of sweeper, including streets swept; curb miles swept, brooms up or down, and the

direction and speed of travel. The Municipality's and Contractor shall be enabled to view this information via computer at all times. If a guest password is required to gain access to this information, one shall be provided to the Municipality's so they may monitor the contract sweeper's location in real time. GPS reports shall be available at the request of the Municipality's.

6. THE CONTRACTOR MUST SUBMIT A LIST OF THEIR EQUIPMENT WITH THEIR BID. Please define the equipment to be used on this project on the Pricing Sheet. Additionally, please provide specification sheets for the equipment identified on the pricing sheet.

*****FAILURE TO PROVIDE A LIST OF EQUIPMENT WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE*****

PROGRESS REPORTING/INSPECTIONS

The Contractor will be required to maintain and keep adequate records at all times on each day's work to track progress, including the number of curb miles swept. Progress sheets, including equipment breakdowns, shall be turned in daily to the Municipality's representative. The sheets shall indicate which streets and/or parking lots or areas were cleaned, and the approximate time the area was cleaned. In addition, the Contractor shall call in at the beginning and the end of the sweeping shift. At the end of each shift, the operator must advise the Municipality's representative which streets were completed and the number of actual sweeping miles completed; this includes providing a marked map to the Municipality. The Municipality's representative will inspect the work the next day. Anything not swept to the Municipality's satisfaction will be re-swept by the Contractor within 24 hours at no additional cost to the Municipality.

OTHER CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

1. The quality of sweeping shall be to the satisfaction of each municipality. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the Municipality, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.
2. Sweeping practices include, but are not limited to, the following: (different street widths throughout the Municipality, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

Authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the Municipality. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Taped vehicle signage will **not** be allowed. Such signage shall state Authorized Contractor for the Municipality.

FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. The Municipality does not have fuel available.

CONTRACTOR PERSONNEL

A list identifying the names of all Contractor street sweeping equipment operators shall be provided to the Municipality's designee. All Contractor personnel operating sweeping equipment shall be required to be licensed to operate such sweeper and remain in good standing with the Illinois Department of Transportation.

INSPECTIONS

Each Municipality shall regularly inspect the streets and other Municipal property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor within 24 hours and the Municipality shall have the right to withhold payment to the Contractor until the work is corrected.

PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the Municipality shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to Municipality right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

VILLAGE OF CARY SPECIFICATIONS:

PROJECT DELIVERABLES

The Contractor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities identified herein.

Table A: Village of Cary Street Sweeping Deliverables (All quantities are estimated)		
<i>Sweeping Section</i>	<i>Estimated Quantity</i>	<i>Estimated Frequency (Per Year)</i>
All Village Maintained Streets	159 curb line miles	7-10
Village Maintained Lots (3 Metra lots & 1 Cary Municipal Center lot)	30,889 SQ YDS	7-10
Emergency Sweeps	12 Hours	TBD
Special Request Sweeps	12 Hours	TBD

TECHNICAL SPECIFICATIONS

1. Village Maintained Streets:

The Village of Cary has 159 curb miles of streets as shown on the attached map, including islands and medians. These items shall be swept approximately once per month. Sweeping cycles shall tentatively follow the attached schedule; however, the exact dates of each sweeping cycle shall be coordinated with and approved by the Director of Public Works or his/her designee. This item shall be paid for on a per cycle basis as shown on the proposal page (see exhibit). Each round of sweepings shall take no longer than ten business days to complete, or according to the completion schedule as defined in this bid document. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met.

Exact dates shall be coordinated with and approved by the Director of Public Works or his/her designee. The seven (7) base scope sweeping cycles and up to three (3) optional sweeping cycles shall be paid for on a per cycle basis as shown on the proposal page and according to the following schedule.

Table B: FY 2025-2026 Sweeping Schedule

	Cycle Begins	Cycle Completed By
Sweep 1	Week of May 5, 2025	Friday, May 16, 2025
Sweep 2	Week of June 16, 2025	Wednesday, June 25, 2025
Sweep 3	Week of August 18, 2025	Friday, August 29, 2025
Optional Sweep A (Village Option)	September 2025	Within 10 business days of notice to proceed from Village
Sweep 4	Week of October 6, 2025	Saturday, October 11, 2025
Sweep 5	Week of October 13, 2025	Friday, October 24, 2025
Sweep 6	Week of October 27, 2025	Friday, November 7, 2025
Sweep 7	Week of November 10, 2025	Wednesday, November 19, 2025
Optional Sweep B (Village Option)	December 2025	Within 10 business days of notice to proceed from Village
Optional Sweep C (Village Option)	April 2026	Within 10 business days of notice to proceed from Village

Table C: FY 2026-2027 Sweeping Schedule (if executed at Village’s option)

	Cycle Begins	Cycle Completed By
Sweep 1	Week of May 4, 2026	Friday, May 15, 2026
Sweep 2	Week of June 15, 2026	Thursday, June 25, 2026
Sweep 3	Week of August 17, 2026	Friday, August 28, 2026
Optional Sweep A (Village Option)	September 2026	Within 10 business days of notice to proceed from Village
Sweep 4	Week of October 5, 2026	Saturday, October 10, 2026
Sweep 5	Week of October 12, 2026	Friday, October 23, 2026
Sweep 6	Week of October 26, 2026	Saturday, November 7, 2026
Sweep 7	Week of November 9, 2026	Wednesday, November 18, 2026
Optional Sweep B (Village Option)	December 2026	Within 10 business days of notice to proceed from Village
Optional Sweep C (Village Option)	April 2027	Within 10 business days of notice to proceed from Village

Table D: FY 2027-2028 Sweeping Schedule (if executed at Village’s option)

	Cycle Begins	Cycle Completed By
Sweep 1	Week of May 3, 2027	Friday, May 14, 2027
Sweep 2	Week of June 14, 2027	Thursday, June 25, 2027
Sweep 3	Week of August 16, 2027	Friday, August 27, 2027
Optional Sweep A (Village Option)	September 2027	Within 10 business days of notice to proceed from Village
Sweep 4	Week of October 4, 2027	Saturday, October 9, 2027
Sweep 5	Week of October 11, 2027	Friday, October 22, 2027
Sweep 6	Week of October 25, 2027	Saturday, November 6, 2027
Sweep 7	Week of November 8, 2027	Wednesday, November 17, 2027
Optional Sweep B (Village Option)	December 2027	Within 10 business days of notice to proceed from Village
Optional Sweep C (Village Option)	April 2028	Within 10 business days of notice to proceed from Village

2. Village Maintained Lots:

Cary’s parking lots and Metra areas shall be swept approximately once per month. All paved surfaces, including aprons, curbs, gutters, and appurtenant sidewalks shall be swept. All debris collected in corners not accessible to sweeping machines shall be removed from corners by Contractor’s personnel so as to be accessible for sweeping machines. The Village has three (3) Metra lots that consist of 25,900 square yards and the Cary Municipal Center parking lot that consists of 4,989 square yards.

3. Route 14 Alternate Bid Item #1:

The Village of Cary is requesting an alternate bid for street sweeping service for Route 14 from N. River Rd just east of the Fox River Bridge to the far western Village entrance sign. The approximate curb line mile of this section of road is 8 miles.

4. Special Note Regarding Leaf Collection:

The Village of Cary leaf collection and removal process from roadways and parking areas is done entirely through the street sweeping program. Village residents are prohibited from raking leaves into public streets. The Contractor shall be required to remove all leaves from the roadways and parking areas as part of the street sweeping process. Bidders are cautioned to be aware of this when preparing their bids.

5. Disposal of Debris

The Contractor shall not be responsible for the disposal of debris from street sweeping services or the costs to dispose of street sweeping debris.

The Contractor shall transport all debris to the Village of Cary Public Works facility at 454 Cary Woods Circle, from the various sites. The Contractor shall only dispose of collected debris in the area designated by the Village's representative. Only debris from Cary Street sweeping operations will be allowed to be dumped at the Village of Cary facility.

The Village will be responsible for the final disposal of all debris.

Sweepings will not be disposed of in the Village of Cary. The Contractor shall transport all debris to the Village of Cary Public Works at 454 Cary Woods Circle from the various sites.

The Contractor shall be aware that there are neighboring residential areas so noise should be kept to a minimum, especially during the overnight hours. The Contractor shall only dispose of collected debris in the area designated by the Village's representative. There may be times when the dumping location needs to be moved or an additional location needs to be added. The Village of Cary will determine the specific locations and needs. Only debris from Cary Street sweeping operations will be allowed to be dumped at the Village of Cary facility.

CITY OF CRYSTAL LAKE SPECIFICATIONS:

DESCRIPTION AND SCOPE OF WORK

The City of Crystal Lake is issuing this Invitation to Bid for the sweeping of approximately 340 curb miles of streets on a specified schedule or on an as-needed basis. The City is seeking bids for three separate sweeping service scenarios including, Residential Street Sweeping, County & State Routes Sweeping, and As-Needed Sweeping.

SCHEDULING OF WORK

The Contractor shall submit a written sweeping schedule to the municipality within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the municipality for review as efforts to improve sweeping program efficiency.

IMPLEMENTATION

1. Residential Street Sweeping (approximately 340 curb line miles) - this also includes IL Route 176 (viaduct to Erick St.) and Virginia St. (Route 14 to Rakow Road)
 - Eight (8) complete sweeps on the following schedule:
 - a. Last Week of April
 - b. Last Week of May
 - c. Last Week of June
 - d. Mid-Week of August
 - e. Last Week of September
 - f. Last Week of October
 - g. Mid-Week of November
 - h. Last Week of November
2. County & State Routes Sweeping (6 curb line miles; US Route 14, Route 176 to 31)
 - Four (4) complete sweeps on the following schedule:
 - a. Last Week of March
 - b. Last Week of June
 - c. Last Week of September
 - i. Last Week of November
3. As-Needed Sweeping (TBD)
 - Emergency sweeping needs, special events or construction clean-up on an hourly rate.

General Notes on Specifications Items are as follows:

Special Note Regarding Leaf Collection:

The City of Crystal Lake's leaf collection and removal process from roadways and parking lots is done entirely through the street sweeping program. *City residents are prohibited from raking leaves into public streets.* The Contractor shall be required to remove all leaves from the roadways and parking areas as part of the street sweeping process. Bidders are cautioned to be aware of this when preparing their bids.

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work.

3. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.
4. See "Exhibit B", Fee Schedule for additional information.

CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

1. Water

The Contractor is expected to utilize an appropriate amount of water in the street sweeping process, as determined by the Streets Superintendent or his/her designee. The Contractor will be provided access to a City fire hydrant/ filling station located on City property to utilize when filling sweepers. The City will provide information and demonstrate how to properly utilize water connections.

2. Debris Disposal

Contractor shall legally dispose of all waste material generated through street sweeping operations. The City will provide an area for the contractor's dumpster(s) to be stored and open to the contractor between the hours of 7:00am and 3:00pm Monday through Friday. However, the Contractor will be required to provide, pay for, load, and manage their own dumpster(s). Contractor shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. All waste material shall be stored inside the dumpsters at the close of each day and no material shall be stored on the ground at the storage facility overnight. Coordination of the storage area will be made by the Streets Superintendent or designee and the contractor shall make every effort to recycle materials.

3. Spills

The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.

The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the City responding with Fire Hazmat crews and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the Streets Superintendent or designee.

4. After-Hour Emergency & Special Event Services

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City of Crystal Lake. These Contractor representatives shall respond to said emergency phone call within one (1) hour and be able to dispatch equipment within four (4) hours.

5. Supervision Of Contract, Communication, And Meetings With City

All work shall meet the approval of the City of Crystal Lake Public Works Department. There shall be a minimum of one monthly phone conference with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed, and maintenance issues addressed by the Contractor will be submitted in writing to the City on a weekly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

All drivers or lead operators shall be accessible by phone. Breakdowns or delays shall be communicated with City staff immediately to allow the City to make arrangements to mitigate service disruptions.

A. 6. Performance During Inclement Weather

1. The City and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to expedite the work in order to maintain the contract schedule.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work (mileage) actually accomplished.

7. Contractor's Office

Contractor is required to have an office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. The on-site storage of equipment used exclusively for providing service within the City will **NOT** be permitted.

8. Prevailing Wage

Prevailing wage will **not** be required for this contract.

9. Customer Service

Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. A Contractor equipment operator is an extension of the City of Crystal Lake Public Works, and as such is expected to:

Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful, and professional manner.

- a. Give full attention to each customer's needs by answering questions. Provide information, products, and service in an accurate, organized, and complete manner. Determine that the customer's request has been fulfilled.
- b. Comply with all federal, state, county, and city laws and regulations.
- c. Use adequate equipment that is kept clean and neat at all times.
- d. Train other Contractor employees to be polite and courteous during public contact.
- e. Employ truth and accuracy in reporting customer service records.

MCHENRY COUNTY DIVISION OF TRANSPORTATION SPECIFICATIONS

DESCRIPTION AND SCOPE OF WORK

McHenry County Division of Transportation is issuing this Invitation to Bid for the sweeping of approximately 159 lane miles of County roads on a specified schedule or on an emergency basis. The County is seeking bids for two separate sweeping service scenarios including, County highways with curb and gutter and intersections of county highways and sections of county highways without curb and gutter, and As-Needed Sweeping. An overall of McHenry County's roads to be swept are highlighted in the attached map.

SCHEDULING OF WORK

The Contractor shall submit a written sweeping schedule to the municipality within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each specified area. Contractor shall have ability to review and propose sweeping route modifications to the municipality for review as efforts to improve sweeping program efficiency.

IMPLEMENTATION

1. McHenry County Highway Sweeping – 6 Complete Sweeps on the following:
 - (124 curb line miles) - includes areas with curb and gutter and intersections
 - (30 non-curb line miles) of county highways without curb and gutter
 - Week of June 30th
 - Week of August 18th
 - Week of October 13th
 - Week of October 27th
 - Week of November 10th
 - Week of November 17th
2. Emergency Sweeping (TBD)
 - Emergency sweeping needs, special events or construction cleanup on an hourly rate.

General Notes on Specifications Items are as follows:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
2. County staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. County staff also has the right to accept only portion of the proposed work.
3. The Contractor will be provided the opportunity to discuss with the County adjusting established schedules to meet special circumstances. The County will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

1. Water

The Contractor is expected to utilize an appropriate amount of water in the street sweeping process, as determined by the Road Supervisor. The Contractor does not have access to water within the County, only at MCDOT.

2. Debris Disposal

Contractor shall legally dispose of all waste material generated through street sweeping operations. The County will provide an area for the dumpster to be stored. However, the Contractor will be required to provide, pay for and manage their own dumpster(s). Contractor shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. Coordination will be made by the Road Supervisor or designee. The Contractor shall make every effort to recycle materials.

CITY OF MARENGO SPECIFICATIONS

City of Marengo Street Sweeping Deliverables (All quantities are estimated)		
<i>Sweeping Section</i>	<i>Estimated Quantity</i>	<i>Estimated Frequency (Per Year)</i>
City Maintained Streets	17.71 centerline miles	4

TECHNICAL SPECIFICATIONS

1. City of Marengo Street Sweeping – 4 complete sweeps on the following:
 - 1 Week in May 2025
 - 1 Week late September 2025 (before Settler’s Days)
 - 1 Week late October 2025 (after Settler’s Days)
 - 1 Week to be determined based on need
2. Debris Disposal-During regular hours, the Contractor may use the space provided by the City of Marengo to dispose of waste material. If the sweep is done on a weekend, access will not be provided to use this space, so waste materials will need to be hauled away and disposed of by the Contractor.
3. All curb miles are approximations. It is the contractor’s responsibility to verify all conditions and lengths before submitting a bid.
4. Village staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. Village staff also has the right to accept only portion of the proposed work.
5. The Contractor will be provided the opportunity to discuss with the Village adjusting established schedules to meet special circumstances. The Village will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

VILLAGE OF ALGONQUIN SPECIFICATIONS

<u>Sweeping Schedule</u> 247 Curb Miles	<u>Municipal Lots</u> 4.57 Curb Miles	<u>Emergency Services</u>	<u>State & County</u> 28.5 Curb Miles	<u>Central Business District</u> 5.34 Curb Miles
Week of March 3 rd	Week of April 7 th		Week of March 3 rd	March 6 th , 2025
Week of April 14 th	Week of June 30 th		Week of April 14 th	April 3 rd , 2025
Week of May 12 th	Week of October 20 th		Week of May 12 th	April 17 th , 2025
Week of June 9 th			Week of June 9 th	May 1 st , 2025
Week of June 30 th			Week of August 11 th	May 15 th , 2025
Week of July 21 st			Week of September 15 th	June 5 th , 2025
Week of August 11 th			Week of October 6 th	June 12 th , 2025
Week of September 15 th			Week of November 24 th	June 19 th , 2025
Week of October 6 th				June 26 th , 2025
Week of October 20 th				July 31 st , 2025
Week of November 3 rd				August 21 st , 2025
Week of November 24 th				September 11 th , 2025
Week of December 8 th				September 25 th , 2025
				October 9 th , 2025
				October 23 rd , 2025
				November 13 th , 2025

TECHNICAL SPECIFICATIONS

1. Debris Disposal-The Contractor may use the space provided by the Village of Algonquin, located at the Public Works Facility, to dispose of debris and get water.
2. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
6. Village staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. Village staff also has the right to accept only portion of the proposed work.

7. The Contractor will be provided the opportunity to discuss with the Village adjusting established schedules to meet special circumstances. The Village will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

THIS PAGE IS MANDATORY

BID CERTIFICATION FORM

CONTRACTOR'S NAME:

LRS, LLC

ADDRESS:

1655 Powis Rd

West Chicago IL 60185

Base Bid Section #1- Street Sweeping Services -- Village of Cary (see specifications)

Pricing					
	Item	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	All Village Maintained Streets (159 curb line miles)	Cycle	7	\$ 7727.40	\$ 54091.80
2	Village Maintained Lots (3 Metra lots & 1 Cary Municipal Center lot)	Cycle	7	\$ 1620	\$ 11,340
3	Total Base Bid Annual Cost	\$ 65,431.80			

Alternate Bid Items Section #1A

Optional Street Sweeping Services – Village of Cary (see specifications)

Pricing				
	Item	Unit of Measure	Estimated Quantity	Unit Cost
4	Emergency Sweeping	Per Hour	12	\$ 189
5	Special Request (As-Needed) Sweeping	Per Hour	12	\$ 189
6	Optional Cycles: All Village Maintained Streets (159 curb line miles)	Cycle	2	\$ 7727.40
7	Optional Cycles: Village Maintained Lots (3 Metra lots & 1 Cary Municipal Center lot)	Cycle	2	\$ 1620
8	Route 14, Village of Cary	Cycle	1	\$ 1620
9	Fall Season Debris Removal	Cycle	4	\$ 7727.40

THIS PAGE IS MANDATORY

Base Bid Section #2- Street Sweeping Services — City of Crystal Lake

Pricing				
---------	--	--	--	--

	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
6	All City Maintained Residential Streets (340 curb line miles)	Cycle	8	\$ 26,406	\$ 211,248
7	County & State Routes (6 curb line miles)	Cycle	4	\$ 486	\$ 1,944
8	Emergency/Unscheduled Sweeping	Per Hour	12	\$ 189	\$ 2,268
10	Total Base Bid Annual Cost	\$ 215,460			

Base Bid Section #3- Street Sweeping Services – McHenry County Division of Transportation

Pricing					
	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
11	County Maintained Roads w/ Curb (124 curb line miles)	Cycle	6	\$ 10,462.50	\$ 62,775
12	County Maintained Roads w/o Curb (30 non-curb line miles)	Cycle	6	\$ 2,531.25	\$ 15,187.50
13	Emergency Sweeping	Per Hour	12	\$ 196.87	\$ 2,362.44
14	Total Base Bid Annual Cost	\$ 80,324.94			

Base Bid Section #4- Street Sweeping Services – City of Marengo

Pricing					
	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
15	City Maintained Streets (17.71 Centerline Miles)	Cycle	4	\$ 3,000	\$ 12,000
16	Total Base Bid Annual Cost	\$ 12,000			

Base Bid Section #5- Street Sweeping Services – Village of Algonquin

Pricing					
---------	--	--	--	--	--

	<u>Item</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
17	All Village Maintained Streets (247 Curb Miles)	Cycle	13	\$ 9936	\$ 129,168
18	Municipal Lots (4.57 Curb Miles)	Cycle	3	\$ 145.80	\$ 437.40
19	State & County Streets (28.5 Curb Miles)	Cycle	8	\$ 1693.30	\$ 13546.40
20	Central Business District (5.34 Curb Miles)	Cycle	16	\$ 492.48	\$ 7879.68
21	Emergency Sweeping	Per Hour		145.9	
22	Total Base Bid Annual Cost			\$ 151,031.48	

JOINT BID TOTAL – BASIS FOR AWARD

BASE BID TOTAL (add lines 3+10+ 14+16+22) \$ 524,248.22

BASE BID TOTAL IN WORDS \$ Five hundred Twenty-four thousand, two hundred forty-eight dollars and twenty-two cents

LIST OF EQUIPMENT

Per Specifications, Item #7, please provide an attached sheet listing equipment to be used as part of this contract.

Attached

THIS PAGE IS MANDATORY

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (only correct contact names and phone numbers will be acceptable).

Entity: Attached

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____



CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment

Contact Name: Tony Bellafiore Village/Business: City of St. Charles

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 377-4462

Scope of Work : Town Sweep

Address: 1405 S 7th Ave, St Charles, IL 60174

Contact Name: Brian Yarbrough Village/Business: Village of Itasca

Dates Employed: 2022 to Current

Phone Number or E-mail address: (630) 228-5785

Scope of Work : Town Sweep

Address: 411 N Prospect Ave, Itasca, IL 60143

Contact Name: Michael Warmus Village/Business: Village of Bartlett

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 837-0811

Scope of Work : Town Sweep

Address: 1150 Bittersweet Dr, Bartlett, IL 60103

Contact Name: Nate Landers Village/Business: City of Geneva

Dates Employed: 2019 to Current

Phone Number or E-mail address: (630) 232-1502

Scope of Work : Town Sweep

Address: 1800 South St, Geneva, IL 60134

Contact Name: Daniel Leicht Village/Business: City of Glenview

Dates Employed: 2020 to Current

Phone Number or E-mail address: (847) 376-0087

Scope of Work : Town Sweep

Address: 2500 E Lake Ave, Glenview IL, 60026

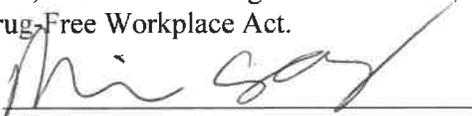
THIS PAGE IS MANDATORY

CERTIFICATIONS & SIGNATURE PAGE

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

LRS, LLC
Name of Contractor (please print)


Submitted by (signature)

Operations Manager
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

LRS, LLC
Name of Contractor (please print)


Submitted by (signature)

Operations Manager
Title

THIS PAGE IS MANDATORY

CERTIFICATIONS & SIGNATURE PAGE

- Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Yes: No:

- Under penalties of perjury, I certify that my correct Federal Taxpayer Identification Number is: 90-0865048

- I am doing business as a (please check one):

Sole Proprietorship Partnership Corporation (State of Incorporation): IL Other _____

- State full names, titles and addresses of all responsible principles and/or partners below:

Name: Michael Salas Title: Operations Manager

Address: 655 Powis Rd, West Chicago, IL 60185

Name: Patricia Solorzano Title: Dispatcher

Address: 655 Powis Rd West Chicago IL 60185

- I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid. I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the MPI Members adequate time to evaluate the qualifications submitted.

- I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the MPI Members or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Individual/Company/Corporation: LRS, LLC

Business Address: 655 Powis Rd

City, State and Zip Code: West Chicago IL 60185

Printed Name: Michael Salas Title: Operations Manager

Original Signature: 

Witness Signature: Patricia Solorzano Title: Dispatcher

Telephone Number: 630 938-1483 Email: psolorzano@LRS Recycles.com

Date: 02-21-2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

OWNER:

(Name, legal status and address)

McHenry County Municipal Partnering Initiative
755 Georgetown Drive
Cary, IL 60013

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

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.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

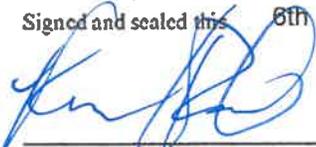
Street Sweeping Services

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 8th day of March, 2025



(Witness)

Lakeshore Recycling Systems, LLC

(Principal)

(Seal)

By:

(Title)

United States Fire Insurance Company

(Surety)

(Seal)

By:

(Title) James I. Moore

Attorney-in-Fact

Christine Marotta

(Witness)



STATE OF ILLINOIS

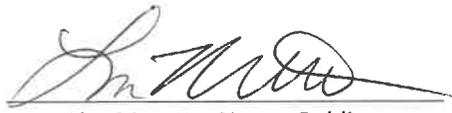
COUNTY OF DUPAGE}

On MAR 06 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of United Sates Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275



Lisa Marotta, Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **James I. Moore**

each, 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 and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: McHenry County Municipal Partnering Initiative

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV. Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III. Officers. Section 3.11. Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

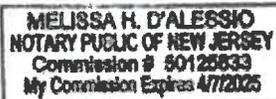


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of March 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



VILLAGE OF ALGONQUIN BID TAB LRS

Pricing					
	Item	Unit	Estimated Qty.	Unit Cost	Extended Cost
17	All Village Maintained Streets (247 Curb Line Miles)	Cycle	13	\$9,936	\$129,168.00
18	Municipal Lots (4.57 Curb Miles)	Cycle	3	\$145.80	\$437.40
19	State & County Streets (28.5 Curb Miles)	Cycle	8	\$1,693.30	\$13,546.40
20	Central Business District (5.34 Curb Miles)	Cycle	16	\$492.48	\$7,879.68
21	Emergency Sweeping	Per Hour		\$145.80	
22	Total Base Bid Amount				\$151,031.48

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: March 11, 20 25 Purchase Order No. _____

Project: Street Sweeping	Location: Village Wide	
Originating Department:		
Owner	Consultant/Vendor	Developer
Village of Algonquin Address: 110 Mitchard Way, Algonquin IL. Phone: 847-658-1284 Fax: Contact: vincekilcullen@algonquin.org	Name: Lakeshore Recycling Systems, LLC Address: 5500 Pearl Street Rosemont, IL. Phone: 630-938-1483 Fax: Contact: PSolorzano@LRSrecycles.com	(where applicable) Phone: Fax: Contact:

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 151,031.48

SCOPE OF WORK:

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

- ⌘ General Contract, dated _____, 20__
- ⌘ Specification No(s): _____, dated _____, 20__
- ⌘ Plans dated : _____
- ⌘ Addendum No(s): _____
- ⌘ Other: _____

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Sweeping	Sweeping Roadways Through Out The Village	\$ 151,031.48 NOT TO EXCEED	\$ 151,031.48
			TOTAL	\$ 151,031.48

NOTES:

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

 By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin
 By: _____
 Title: Village President
 Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

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

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

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

11. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

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

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

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

17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

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

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

CONSULTANT/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

This is **SCHEDULE A**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Scope of Work/Services – Vendor/Services

VOA: _____

_____ : _____

This is **SCHEDULE B**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective _____, 20_____

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

VOA: _____

_____ : _____

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: _____

_____ : _____

This is **SCHEDULE D**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective _____, 20_____

Supplemental Terms and Conditions

VOA: _____

_____ :



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 18, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Recommendation to Award the Bid for the Biosolids Handling
Improvements Project to Manusos General Contracting, Inc.

The Public Works Department is undertaking a project that includes Biosolids Handling Equipment Replacement at the Wastewater Treatment Plant (WWTP) utilizing centrifuge technology. The Village of Algonquin 2014 and 2024 Wastewater Facility Plans identified major deficiencies in the WWTP biosolids handling processes – aerobic digestion, anaerobic digestion, waste-activated sludge thickening, and sludge dewatering. The Phase 6B improvements completed in 2022 addressed all the deficiencies except the sludge dewatering.

Currently, the WWTP uses a belt filter press to dewater digested sludge prior to its storage in the dewatered sludge storage building and contracts off-site hauling services for land application. The facility operates one belt filter press installed in 2002 and has a recommended service life of 15 to 20 years. It is a critical piece of equipment for the solids handling process but lacks redundancy and is very labor-intensive to maintain. The equipment is in poor condition, beyond its useful life, and requires replacement.

The proposed upgrade includes the installation of a dual centrifuge system, which will provide the following key benefits:

- 1. Operational Redundancy:** The current single belt press lacks backup equipment, posing operational risks. A dual centrifuge system ensures continued functionality during maintenance or unforeseen breakdowns.
- 2. Cost Savings:** The centrifuge system is projected to reduce solid waste volume by 33%, cutting disposal costs by an estimated \$3.5 million over its 20-year lifespan.
- 3. Future Capacity Considerations:** The dual centrifuge system will accommodate projected increases in discharge should the WWTP require upgrades within the next 20 years. The existing belt filter press lacks the capacity to handle such expansion.
- 4. Labor and Maintenance Efficiency:** Cleaning and maintenance efforts are expected to decrease by approximately 60%, reducing operational burdens and associated costs.

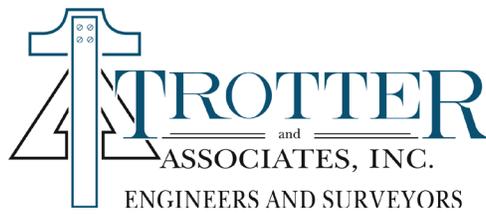
On March 11, 2025, the Village of Algonquin publicly opened bids for this project. Four bids were received, with Manusos General Contracting, Inc. (Manusos) submitting the low bid with the lump sum amount of \$4,050,000, well below the engineer's estimate of \$4,482,315. Manusos has been in business for over 30 years and specializes in building and performing upgrades to wastewater treatment plants. Manusos is familiar with Algonquin facilities including successfully constructing the Braewood Lift Station and completing the Phase 5 upgrade to the WWTP.

The bid tab and recommendation letter from Trotter are attached for review.

Summary

1. The dual centrifuges are expected to provide a significant return on investment over the lifespan of the equipment and significantly reduce labor related to maintenance compared to the belt filter press.
2. Manusos is a reputable contractor specializing in wastewater and facility upgrades.
3. The project is below the engineer's estimate and there are sufficient funds in the Water & Sewer fund to cover the cost this fiscal year. The remainder of the project costs will be budgeted in FY26/27 as the project is expected to be completed in December 2026.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the contract for the Biosolids Handling Improvements project with Manusos General Contracting, Inc. to the Village Board for approval.



March 12, 2025

Mr. Clifton Ganek, P.E.
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Subject: **WWTF Biosolids Handling Project**
Recommendation to Award

Dear Mr. Ganek,

The Village advertised the above referenced project in accordance with local, state, and federal guidelines on January 27, 2025. The Village received bids until 10:00 a.m. on Tuesday, March 11, 2025. Four bids were received for the project, which were immediately opened and read aloud. The following is a tabulation of the bids received:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Estimate</i>	\$ 4,482,315.00	-
Manusos General Contracting, Inc.	\$ 4,050,000.00	-
John Burns Construction Company, LLC	\$ 4,128,000.00	2%
IHC Construction Companies, LLC	\$ 4,269,000.00	5%
ARCO/Murray National ACE, LLC.	\$ 4,999,692.00	23%

Manusos General Contracting, Inc. of Fox Lake, Illinois was the apparent low bidder with a bid amount of \$4,050,000.00. Trotter and Associates (TAI) has reviewed the bidding documents and required certifications and confirmed that Manusos General Contracting, Inc. has provided a complete bid package.

Manusos is a well-established contractor in the water and wastewater industry. Trotter and Associates (TAI) is currently working with them on other projects including the City of Woodstock – South Plant Phase I Improvements Project. We feel that based on their experience and history Manusos and their listed subcontractors are qualified to complete this project. It is therefore our recommendation that the Village award the WWTF Biosolids Handling Project construction contract to Manusos General Contracting, Inc. for \$4,050,000.00.

If you should have any questions or wish to discuss further, please contact me at your convenience.

Sincerely,
Trotter and Associates, Inc.

R. Scott Trotter, P.E., BCEE
President

**Village of Algonquin
WWTF Biosolids Handling**

10:00 AM - March 11, 2025

Company	Base Bid Amount	Bid Bond	Addenda Acknowledged	%	Delta
Manusos	\$4,050,000	X	X	-10%	-\$432,315.00
John Burns Construction	\$4,128,000	X	X	2%	-\$354,315.00
IHC Construction	\$4,269,000	X	X	5%	-\$213,315.00
ARCO/Murray	\$4,999,692	X	X	23%	\$517,377.00

TAI EOPCC \$ 4,482,315.00
 TAI EOPCC with 10% contingency \$ 4,848,315.00



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

WWTF BIOSOLIDS HANDLING IMPROVEMENTS

SIGNATURE FORM

This AGREEMENT is made and entered into this 1st of April, 2025, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Manusos General Contracting, Inc., 91 Christopher Way, Fox Lake, Illinois 60020 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated January 27, 2025 for WWTF Biosolids Handling Improvements - under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$4,050,000.00 (FOUR MILLION FIFTY THOUSAND DOLLARS AND ZERO CENTS).
2. CONTRACTOR agrees to complete the work within the milestones outlined below:
 - a. Milestone 1 shall include submittal review and approval; fabrication and delivery of all equipment and materials to complete the work. Work associated with Milestone No. 2 shall not commence until Milestone No. 1 has been met. Milestone No. 1 shall be completed within three hundred sixty-five (365) calendar days after the Notice to Proceed.
 - b. Milestone 2 (Substantial Completion) shall commence once Milestone No. 1 has been achieved and shall include all work associated with providing a fully functioning dewatering system, including startup, testing and integration with SCADA for all equipment associated with the project. Additionally, all demolition, structural, HVAC, electrical, and process work shown within the plans shall be completed. Milestone No. 2 shall be completed within 200 Calendar Days (to begin immediately following completion of Milestone 1).
 - c. Milestone 3 (Final Completion) shall commence once Milestone No. 2 has been achieved and includes all site restoration and completion of punch list items. Milestone No. 3 shall be completed within fifty-six (56) calendar days after Milestone No. 2 has been achieved, for a maximum contract timeline of 621 Calendar Days.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. WWTF Biosolids Handling Improvements Project plans prepared by the VILLAGE, prepared by Trotter & Associates, Inc., dated January 27, 2025 including addendum No. 1 issued on March 3, 2025 and addendum No. 2 issued on March 7, 2025.
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
 - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.
5. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER:
 - a. Two Thousand Dollars and Zero Cents (\$2,000.00) for each day that expires after the time specified for Milestone No. 1 until the requirements for Milestone No. 1 have been met.
 - b. Two Thousand Dollars and Zero Cents (\$2,000.00) for each day that expires after the time specified for Milestone No. 2 until the requirements for Milestone No. 2 have been met.
 - c. Two Thousand Dollars and Zero Cents (\$2,000.00) for each day that expires after the time specified for Milestone No. 3 until the requirements for Milestone No. 3 have been met.
 - d. Damages shall be aggregated if the Work is not Substantially Complete beyond the time specified for Final Completion.
 - e. At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis from the Contract Balance.
6. The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

7. OWNER and CONTRACTOR recognize that operation of the temporary dewatering system as specified in Section 02 54 00 is a critical plant operation and the Owner will assess liquidated damages of \$2,000/day if the temporary dewatering equipment is unavailable for more than four (4) consecutive days, once this threshold is met the CONTRACTOR will be assessed all prior unavailable days additionally. An unavailable day is defined as any calendar day in which the dewatering equipment cannot be operated for at least twenty-four (24) hours.
8. OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:
 - a. Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.
 - b. The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.
9. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.
 - a. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.
 - i. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - ii. Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

- b. Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

10. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- b. CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- c. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- d. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- e. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- f. CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

Public Works • 110 Mitchard Way • Algonquin, Illinois 60102-2442 • 847/658-2754 • Fax 847/658-2759

www.algonquin.org

Page 4 of 9



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

- a. This Contract (Pages 1 to 9, inclusive).
- b. Exhibits to this Agreement
- c. Payment and Performance Bonds
- d. Maintenance Bond
- e. Notice of Award
- f. Notice to Proceed
- g. General Conditions
- h. Supplementary Conditions
- i. Section 00 43 43 - Wage Rates Form
- j. Specifications bearing the title "Village of Algonquin Wastewater Treatment Facility Biosolids Handling Improvements" as prepared by Trotter and Associates, Inc.
- k. Drawings, consisting of a cover sheet and all sheets as designated in SECTION 00 01 15 – LIST OF DRAWING SHEETS, with each sheet bearing the title "Village of Algonquin Wastewater Treatment Facility Biosolids Handling" as prepared by Trotter and Associates, Inc.
- l. Addenda No's 1 to 2, inclusive.
- m. CONTRACTOR's Proposal (Pages 1 to ____, inclusive).
- n. Documentation submitted by CONTRACTOR prior to Notice of Award.
- o. Any modification, including Change Orders, duly delivered after execution of Agreement.

12. Miscellaneous Items:

- a. used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- b. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- d. All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:

CONTRACTOR:

By: _____
Debby Sosine, Village President

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Fred Martin, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT

WWTF Biosolids Handling Improvements

INSURANCE CERTIFICATE

ATTACH CERTIFICATE(S)
&
ANY REQUIRED ENDORSEMENT(S)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

WWTF Biosolids Handling Improvements - BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that
Manusos General Contracting, Inc.
91 Christopher Way
Fox Lake, Illinois 60020

as Principal, hereinafter called the CONTRACTOR, and
Provide Surety Company Information here

as Surety, hereinafter called the SURETY, are held and firmly bound unto the
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of
(FOUR MILLION FIFTY THOUSAND DOLLARS AND ZERO CENTS), \$4,050,000.00
that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

Whereas, the CONTRACTOR has by written agreement dated (April 1, 2025) entered into a contract with the
VILLAGE for the project known as for WWTF Biosolids Handling Improvements Project in accordance with
drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and
is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and
faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall
remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the
CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may
promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, or

Public Works • 110 Mitchard Way • Algonquin, Illinois 60102-2442 • 847/658-2754 • Fax 847/658-2759

www.algonquin.org

Page 8 of 9



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term “balance of the CONTRACT price”, as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this _____ day of _____, __2025__, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 18, 2025

TO: Tim Schloneger, Village Manager
Nadim Badran, Director of Public Works

FROM: Brad Andresen, Village Ecologist / Horticulturist

SUBJECT: Water Treatment Plant #3 Naturalization and Establishment Stewardship

Attached is a vendor services agreement with Baxter & Woodman Natural Resources for the naturalization of the water treatment plant #3 site.

Baxter and Woodman Natural Resources has provided a proposal of \$41,850.00 for the work, which includes site preparation, seeding, and the first three years of establishment maintenance for the naturalized areas. They have offered competitive pricing in the last two RFQs for natural area work, and this quote is below our cost estimate for this project.

This naturalization project will not only provide additional habitat for native pollinators and bird species, but it will also yield direct cost savings in landscape maintenance at the site, with an estimated 25% reduction in the overall annual maintenance costs.

We recommend approving Baxter & Woodman's proposal. They have successfully completed multiple large restoration projects for the Village over the past three years and have conducted prescribed burns for the Village of Algonquin. Funds for this contract will be available in the water and sewer budget.

Summary

1. The Village requested a proposal from Baxter & Woodman Natural Resources for the Water Treatment Plant #3 Naturalization and Establishment Stewardship Project.
2. Baxter & Woodman Natural Resources provided a proposal of \$41,850.00 to complete the work.
3. Baxter & Woodman Natural Resources has successfully installed multiple naturalization projects throughout the Village.
4. Sufficient funds will be available within the FY26 Water and Sewer operating budget for this project

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 prescribed burning services for the Water Treatment Plant #3 Naturalization and Establishment Stewardship project to Baxter & Woodman Natural Resources for \$41,850.00

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 05/01/2025

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: WTP3 Naturalization and establishment stewardship	Location: Water Treatment Plant # 3, 1000 Square Barn Rd, Algonquin IL 60102
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-1488 Email: bradleyandresen@algonquin.org	Name: Baxter and Woodman Natural Resources Address: 8678 Ridgefield Rd Crystal Lake, IL 60012 Contact: Lane Linnenkohl Phone: (815) 459-1260 Email: llinenkohl@baxterwoodman.com

PREVAILING WAGE NOTICE: If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is: \$41,850.00
 Price as set forth in Schedule A

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1		WTP3 Naturalization and establishment stewardship	\$41,850.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date for installation is December 31st 2025 with annual maintenance continuing until April 30th 2028.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:

VILLAGE OF ALGONQUIN

By: _____
Representative of Vendor authorized to execute Purchase Order Agreement

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

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

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

4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. **Vendor Standard of Care:** Vendor shall perform the Services with the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies except workers compensation for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

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

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

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

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

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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

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

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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

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

This is **SCHEDULE A**, consisting of 4 pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective 05/1/2025

VOA: _____

_____ : _____

February 6, 2025

Mr. Brad Andresen
 Ecologist/Horticulturist
 Village of Algonquin
 110 Mitchard Way
 Algonquin, IL 60102

Subject: Updated BWNR Quote for WTP3 Naturalization Project

Dear Mr. Andresen:

Baxter & Woodman Natural Resources, LLC is pleased to provide this Quote to perform 4.5 acres of native seeding and three years of stewardship (2025-2027) related to the proposed Water Treatment Plant #3 Naturalization Project.

Project Quote

WTP3 NATURALIZATION QUOTE						
ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST	
1 NATIVE SEEDING						
1.1	Broadcast Herbicide & Followup	2	Visits	\$2,000.00	\$4,000.00	
1.2	Seed Drilling (Mesic & Wet-Mesic Prairie)	1	Lump	\$16,500.00	\$16,500.00	
NATIVE SEEDING SUBTOTAL					\$20,500.00	
2 2025 ECOLOGICAL STEWARDSHIP						
2.1	Spot Herbicide Application	2	Visits	\$2,275.00	\$4,550.00	
2.2	Maintenance Mowing	2	Visits	\$1,925.00	\$3,850.00	
2025 ECOLOGICAL STEWARDSHIP SUBTOTAL					\$8,400.00	
3 2026 ECOLOGICAL STEWARDSHIP						
3.1	Spot Herbicide Application	2	Visits	\$2,275.00	\$4,550.00	
3.2	Maintenance Mowing	1	Visits	\$1,925.00	\$1,925.00	
2026 ECOLOGICAL STEWARDSHIP SUBTOTAL					\$4,550.00	
4 2027 ECOLOGICAL STEWARDSHIP						
4.1	Spot Herbicide Application	2	Visits	\$2,275.00	\$4,550.00	
4.2	Spot Mow	1	Visits	\$1,275.00	\$1,275.00	
4.3	Prescribed Burn	1	Lump	\$2,575.00	\$2,575.00	
2027 ECOLOGICAL STEWARDSHIP SUBTOTAL					\$8,400.00	
NATIVE SEEDING TOTAL					\$20,500.00	
2025-2027 ECOLOGICAL STEWARDSHIP TOTAL					\$21,350.00	
TWP3 NATURALIZATION TOTAL					\$41,850.00	
* NOTE THAT ALL COSTS EXCEPT ECOLOGICAL STEWARDSHIP ARE PREVAILING WAGE						

WTP #3 NATURALIZATION PROJECT



MESIC PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Bouteloua curtipendula</i>	Side oats grama	108.9	
<i>Carex bicknellii</i>	Bicknellii's sedge	5.5	
<i>Schizachyrium scoparium</i>	Little bluestem	150.0	
Total Grasses & Sedges		264.4	16.5
Forbs:			
<i>Asclepias tuberosa</i>	Butterfly milkweed	7.5	
<i>Echinacea pallida</i>	Pale purple coneflower	15.7	
<i>Echinacea purpurea</i>	Purple coneflower	11.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	6.5	
<i>Heliopsis helianthoides</i>	False sunflower	4.0	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Oligoneuron rigidum</i>	Stiff goldenrod	1.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.6	
<i>Petalostemum purpurea</i>	Purple prairie clover	5.2	
<i>Rudbeckia hirta</i>	Black-eyed Susan	1.0	
<i>Ratibida pinnata</i>	Yellow coneflower	2.1	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	1.7	
<i>Symphotrichum oolentangiense</i>	Sky blue aster	1.0	
<i>Tradescantia ohimensis</i>	Spiderwort	5.0	
<i>Verbena stricta</i>	Hoary vervain	2.5	
Total Forbs		66.9	4.2
Total All Species		331.3	20.7
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

WET-MESIC PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Bouteloua curtipendula</i>	Side oats grama	65.3	
<i>Carex vulpinoidea</i>	Brown fox sedge	2.1	
<i>Schizachyrium scoparium</i>	Little bluestem	120.0	
<i>Spartina pectinata</i>	Prairie cord grass	8.3	
<i>Panicum virgatum</i>	Switch grass	14.5	
Total Grasses & Sedges		210.2	13.1
Forbs:			
<i>Asclepias incarnata</i>	Swamp milkweed	14.4	
<i>Echinacea purpurea</i>	Purple coneflower	9.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	9.8	
<i>Helenium autumnale</i>	Sneezeweed	0.6	
<i>Liatris spicata</i>	Marsh blazing star	7.1	
<i>Lobelia cardinalis</i>	Cardinal flower	0.5	
<i>Lobelia siphilitica</i>	Great blue lobelia	0.5	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	0.8	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.7	
<i>Physostegia virginiana</i>	Obedient plant	3.1	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	1.7	
<i>Ratibida pinnata</i>	Yellow coneflower	2.1	
<i>Symphotrichum novae-angliae</i>	New England aster	1.0	
<i>Tradescantia ohimensis</i>	Spiderwort	5.0	
Total Forbs		58.8	3.7
Total All Species		269.0	16.8
Temporary Cover Crop:			
<i>Elymus virginicus</i>	Virginia wild rye	8.0	0.5
<i>Elymus canadensis</i>	Canada wild rye	8.0	0.5
<i>Avena sativa</i>	Common oats	320.0	20.0

Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

VOA: _____

_____:

2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: March 12, 2025
TO: Tim Schloneger, Village Manager
FROM: Dennis Walker, Chief of Police
SUBJECT: Axon Taser Program - Renewal

Attached is the final program agreement to be made with Axon Enterprises Inc. for the continuation of the Taser Program utilized by the Police Department. This is a continuation of the previous agreement and ensures the department maintains access to essential equipment and technology.

As with the prior agreement, the program runs for a five-year period with fixed pricing, payable annually. It also includes all Taser 7 equipment, evidence software, and warranties.

I respectfully request the Committee of the Whole consider this request and forward to the Village Board for approval.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-668248-45728.770DB

Issued: 03/12/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 06/01/2025

Account Number: 115579

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Algonquin Police Department - IL 2200 Harnish Dr Algonquin, IL 60102-5995 USA	Algonquin Police Department - IL 2200 Harnish Dr Algonquin IL 60102-5995 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Ryan Markham Phone: 847-658-4531 Email: ryanm@algonquin.org Fax: 1(847) 6589226

Quote Summary

Program Length	60 Months
TOTAL COST	\$125,013.84
ESTIMATED TOTAL W/ TAX	\$125,013.84

Discount Summary

Average Savings Per Year	\$5,539.44
TOTAL SAVINGS	\$27,697.20

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$25,002.76	\$0.00	\$25,002.76
May 2026	\$25,002.77	\$0.00	\$25,002.77
May 2027	\$25,002.77	\$0.00	\$25,002.77
May 2028	\$25,002.77	\$0.00	\$25,002.77
May 2029	\$25,002.77	\$0.00	\$25,002.77
Total	\$125,013.84	\$0.00	\$125,013.84

Quote Unbundled Price:	\$152,711.04
Quote List Price:	\$134,715.84
Quote Subtotal:	\$125,013.84

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	BUNDLE - TASER 7 CERTIFICATION	15	60	\$89.36	\$80.16	\$69.38	\$62,442.00	\$0.00	\$62,442.00
C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	60	\$37.56	\$32.50	\$32.50	\$62,400.00	\$0.00	\$62,400.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	16	2		\$5.37	\$5.37	\$171.84	\$0.00	\$171.84
Total							\$125,013.84	\$0.00	\$125,013.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	15	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	TASER BATTERY PACK, TACTICAL	18	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	15	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	75	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	75	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	30	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	30	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	15	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	15	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	TASER 6-BAY DOCK AND CORE	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	160	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	160	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	64	1	05/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION ADD ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	64	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD ON	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	32	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION ADD ON	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	32	1	05/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	05/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	05/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	64	1	05/01/2026
BUNDLE - TASER 7 CERTIFICATION ADD ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	64	1	05/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	30	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	30	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	64	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	64	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	64	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION ADD ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	64	1	05/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	05/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	05/01/2028
BUNDLE - TASER 7 CERTIFICATION ADD ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	64	1	05/01/2028
BUNDLE - TASER 7 CERTIFICATION ADD ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	64	1	05/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	05/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	05/01/2029
BUNDLE - TASER 7 CERTIFICATION ADD ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	64	1	05/01/2029
BUNDLE - TASER 7 CERTIFICATION ADD ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	64	1	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	15	06/01/2025	05/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	15	06/01/2025	05/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/01/2025	05/31/2030
BUNDLE - TASER 7 CERTIFICATION ADD ON	101180	AXON TASER - DATA SCIENCE PROGRAM	32	06/01/2025	05/31/2030
BUNDLE - TASER 7 CERTIFICATION ADD ON	20248	AXON TASER - EVIDENCE.COM LICENSE	32	06/01/2025	05/31/2030
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	16	06/01/2025	07/31/2025

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	15
BUNDLE - TASER 7 CERTIFICATION ADD ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION ADD ON	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	32

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	18	05/01/2026	05/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	15	05/01/2026	05/31/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	05/01/2026	05/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2200 Harnish Dr	Algonquin	IL	60102-5995	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$34.37	\$0.00	\$34.37
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	15	\$12,488.40	\$0.00	\$12,488.40
Year 1	C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	\$12,479.99	\$0.00	\$12,479.99
Total				\$25,002.76	\$0.00	\$25,002.76

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$34.37	\$0.00	\$34.37
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	15	\$12,488.41	\$0.00	\$12,488.41
Year 2	C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	\$12,479.99	\$0.00	\$12,479.99
Total				\$25,002.77	\$0.00	\$25,002.77

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$34.37	\$0.00	\$34.37
Year 3	C00018	BUNDLE - TASER 7 CERTIFICATION	15	\$12,488.41	\$0.00	\$12,488.41
Year 3	C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	\$12,479.99	\$0.00	\$12,479.99
Total				\$25,002.77	\$0.00	\$25,002.77

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$34.37	\$0.00	\$34.37
Year 4	C00018	BUNDLE - TASER 7 CERTIFICATION	15	\$12,488.41	\$0.00	\$12,488.41
Year 4	C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	\$12,479.99	\$0.00	\$12,479.99
Total				\$25,002.77	\$0.00	\$25,002.77

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$34.37	\$0.00	\$34.37
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	15	\$12,488.41	\$0.00	\$12,488.41
Year 5	C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	32	\$12,479.99	\$0.00	\$12,479.99
Total				\$25,002.77	\$0.00	\$25,002.77

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/12/2025

