

**Village of Algonquin
Committee of the Whole
January 20, 2026
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

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

- 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**
- 4. General Administration**
- 5. Public Works & Safety**
 - A. Consider an Agreement with Bolder Contractors, LLC for the Construction of High Hill Park Sanitary Sewer Relocation Phase 1
- 6. Executive Session, if Required**
- 7. Other Business**
- 8. Adjournment**



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: January 20, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Brooke Snow, Engineer II

SUBJECT: Bid Award for Construction with Bolder Contractors, LLC, for
the High Hill Park Sanitary Sewer Relocation Phase 1

The High Hill Park Sanitary Sewer is currently located within or near Ratt Creek. This project will relocate the existing sanitary sewer from its current location to just north of the existing homes along Flora Dr and Chatham Ct. Phase 1 of this project focuses on the relocation of the sanitary sewer between Kirkland Dr and Hanson Rd while phase 2 (to be bid in a future fiscal year) will focus on the relocation of the sanitary sewer between Stonegate Rd and Kirkland Dr.

The relocation of the sanitary main is needed as the current pipe is at capacity during peak flow. The relocation will also reduce inflow and infiltration (I&I) into the sanitary sewer, provide Village staff easier access for maintenance, and help protect the Village's existing wetlands.

Bids were advertised to relocate the sanitary sewer last month and were opened on January 13, 2026. The project received seven bidders, with Martam Construction, Inc. out of Elgin providing the lowest bid. Martam withdrew their bid after identifying errors in their estimate. The second lowest bidder was Bolder Contractors, LLC out of Cary with a bid amount of \$2,338,066.00. The bid amount is within one percent of the engineer's estimate and is acceptable to Village staff. Given the winter start for this project, construction will span two fiscal years. Funds are available and budgeted to start the project this fiscal year, and the remaining amount will be recommended in next year's Water & Sewer Improvement Fund.

Bolder Contractors was founded in 2004 and specializes in sewer and water main construction. Trotter & Associates has worked with Bolder Contractors on several

projects and finds their work of very high quality with the proper experience to handle this underground relocation improvement project.

The Village will cover construction oversight using internal engineering staff which will save several hundred thousand dollars, as contracted oversight contracts are typically around 10% of the construction cost.

Summary

1. The relocation of the sanitary sewer will help protect the existing wetlands and provide Village staff easier maintenance of the sewer.
2. Bolder Contractors is a reputable contractor, and Trotter has had positive work experience with them.
3. Sufficient funds are available this fiscal year and will be recommended next fiscal year to complete the project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move this item to the Village Board and award the bid for this project to Bolder Contractors, LLC in the amount of \$2,338,066.00 for construction.



HIGH HILL PARK SANITARY SEWER RELOCATION - PHASE 1
Bid Opening: January 13, 2026
William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102



*Bid Withdrawn

				Engineer's Estimate		Martam Construction, Inc. ★		Bolder Contractors, LLC		Berger Contractors, Inc.		Trine Construction Corp.		Performance Construction & Eng. LLC		Concept Plumbing Inc.	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	BENTONITE CLAY DAM	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 2,800.00	\$ 5,600.00	\$ 2,000.00	\$ 4,000.00	\$ 3,600.00	\$ 7,200.00	\$ 8,320.00	\$ 16,640.00	\$ 18,500.00	\$ 37,000.00	\$ 1,125.00	\$ 2,250.00
2	BYPASS PUMPING	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 36,000.00	\$ 36,000.00	\$ 20,000.00	\$ 20,000.00	\$ 135,000.00	\$ 135,000.00	\$ 25,600.00	\$ 25,600.00	\$ 450,000.00	\$ 450,000.00	\$ 555,029.00	\$ 555,029.00
3	CATCH BASIN, TYPE A, 4' DIA W/ TYPE 11 FRAME & GRATE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 5,200.00	\$ 5,200.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,593.13	\$ 5,593.13	\$ 7,000.00	\$ 7,000.00	\$ 4,164.00	\$ 4,164.00
4	CATCH BASIN, TYPE A, 5' DIA W/ TYPE 8 GRATE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 6,300.00	\$ 6,300.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,455.77	\$ 7,455.77	\$ 8,500.00	\$ 8,500.00	\$ 7,967.00	\$ 7,967.00
5	CATCH BASIN, TYPE C, 2' DIA W/ TYPE 11 FRAME & GRATE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,100.00	\$ 3,100.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,376.79	\$ 3,376.79	\$ 3,750.00	\$ 3,750.00	\$ 2,750.00	\$ 2,750.00
6	CLASS D PATCHING, 6"	66	SY	\$ 120.00	\$ 7,920.00	\$ 122.00	\$ 8,052.00	\$ 130.00	\$ 8,580.00	\$ 188.00	\$ 12,408.00	\$ 128.00	\$ 8,448.00	\$ 48.00	\$ 3,168.00	\$ 157.00	\$ 10,362.00
7	CONTAMINATED WASTE DISPOSAL	100	TON	\$ 120.00	\$ 12,000.00	\$ 85.00	\$ 8,500.00	\$ 200.00	\$ 20,000.00	\$ 69.00	\$ 6,900.00	\$ 1.28	\$ 128.00	\$ 14.00	\$ 1,400.00	\$ 56.00	\$ 5,600.00
8	CURB & GUTTER TYPE B-6.12, REMOVE & REPLACE	44	LF	\$ 75.00	\$ 3,300.00	\$ 145.00	\$ 6,380.00	\$ 140.00	\$ 6,160.00	\$ 230.00	\$ 10,120.00	\$ 76.80	\$ 3,379.20	\$ 157.00	\$ 6,908.00	\$ 68.00	\$ 2,992.00
9	DETECTABLE WARNINGS	32	SF	\$ 45.00	\$ 1,440.00	\$ 62.00	\$ 1,984.00	\$ 60.00	\$ 1,920.00	\$ 60.00	\$ 1,920.00	\$ 128.00	\$ 4,096.00	\$ 55.00	\$ 1,760.00	\$ 44.00	\$ 1,408.00
10	DEWATERING	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 32,000.00	\$ 32,000.00	\$ 20,000.00	\$ 20,000.00	\$ 285,000.00	\$ 285,000.00	\$ 955,732.48	\$ 955,732.48	\$ 550,000.00	\$ 550,000.00	\$ 945,024.00	\$ 945,024.00
11	DRAINAGE STRUCTURE TO BE REMOVED	3	EA	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 1,250.00	\$ 3,750.00	\$ 255.44	\$ 766.32	\$ 500.00	\$ 1,500.00	\$ 778.00	\$ 2,334.00
12	EROSION CONTROL BLANKET	8,713	SY	\$ 12.00	\$ 104,556.00	\$ 4.40	\$ 38,337.20	\$ 3.00	\$ 26,139.00	\$ 2.50	\$ 21,782.50	\$ 2.56	\$ 22,305.28	\$ 5.00	\$ 43,565.00	\$ 3.00	\$ 26,139.00
13	EXPLORATORY TRENCH	100	LF	\$ 125.00	\$ 12,500.00	\$ 60.00	\$ 6,000.00	\$ 150.00	\$ 15,000.00	\$ 150.00	\$ 15,000.00	\$ 44.80	\$ 4,480.00	\$ 80.00	\$ 8,000.00	\$ 37.00	\$ 3,700.00
14	FENCE REMOVE AND REPLACE, CHAIN LINK	39	LF	\$ 80.00	\$ 3,120.00	\$ 106.00	\$ 4,134.00	\$ 80.00	\$ 3,120.00	\$ 120.00	\$ 4,680.00	\$ 128.00	\$ 4,992.00	\$ 250.00	\$ 9,750.00	\$ 76.00	\$ 2,964.00
15	FENCE REMOVE AND REPLACE, ORNAMENTAL	238	LF	\$ 120.00	\$ 28,560.00	\$ 312.00	\$ 74,256.00	\$ 80.00	\$ 19,040.00	\$ 200.00	\$ 47,600.00	\$ 96.00	\$ 22,848.00	\$ 350.00	\$ 83,300.00	\$ 83.00	\$ 19,754.00
16	FENCE REMOVE AND REPLACE, WOOD	133	LF	\$ 100.00	\$ 13,300.00	\$ 215.00	\$ 28,595.00	\$ 80.00	\$ 10,640.00	\$ 145.00	\$ 19,285.00	\$ 76.80	\$ 10,214.40	\$ 250.00	\$ 33,250.00	\$ 61.00	\$ 8,113.00
17	FERTILIZER	324	POUND	\$ 12.00	\$ 3,888.00	\$ 3.00	\$ 972.00	\$ 3.00	\$ 972.00	\$ 2.50	\$ 810.00	\$ 15.36	\$ 4,976.64	\$ 5.00	\$ 1,620.00	\$ 19.00	\$ 6,156.00
18	FLARED END SECTION 12", REMOVE AND REPLACE	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,600.00	\$ 5,200.00	\$ 3,200.00	\$ 6,400.00	\$ 3,477.79	\$ 6,955.58	\$ 3,250.00	\$ 6,500.00	\$ 2,731.00	\$ 5,462.00
19	FLARED END SECTION 18", REMOVE AND REPLACE	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,000.00	\$ 6,000.00	\$ 3,400.00	\$ 6,800.00	\$ 4,183.84	\$ 8,367.68	\$ 4,000.00	\$ 8,000.00	\$ 3,053.00	\$ 6,106.00
20	FLARED END SECTION 24", REMOVE AND REPLACE	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00	\$ 6,186.29	\$ 6,186.29	\$ 4,500.00	\$ 4,500.00	\$ 3,191.00	\$ 3,191.00
21	HMA MULTI USE PATH, 3"	425	SY	\$ 80.00	\$ 34,000.00	\$ 32.00	\$ 13,600.00	\$ 70.00	\$ 29,750.00	\$ 95.00	\$ 40,375.00	\$ 70.40	\$ 29,920.00	\$ 49.00	\$ 20,825.00	\$ 131.00	\$ 55,675.00
22	INLET FILTER BASKETS	8	EA	\$ 350.00	\$ 2,800.00	\$ 250.00	\$ 2,000.00	\$ 230.00	\$ 1,840.00	\$ 335.00	\$ 2,680.00	\$ 351.72	\$ 2,813.76	\$ 225.00	\$ 1,800.00	\$ 278.00	\$ 2,224.00
23	ITEMS AS ORDERED BY ENGINEER	50,000	DOLLARS	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
24	MESSAGE BOARD	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 3,500.00	\$ 14,000.00	\$ 1,500.00	\$ 6,000.00	\$ 550.00	\$ 2,200.00	\$ 704.00	\$ 2,816.00	\$ 750.00	\$ 3,000.00	\$ 2,596.00	\$ 10,384.00
25	NON-HAZARDOUS SPECIAL WASTE OR CERTIFIED NON-SPECIAL WASTE REMOVAL AND DISPOSAL	100	CY	\$ 120.00	\$ 12,000.00	\$ 85.00	\$ 8,500.00	\$ 95.00	\$ 9,500.00	\$ 139.00	\$ 13,900.00	\$ 1.28	\$ 128.00	\$ 59.00	\$ 5,900.00	\$ 128.00	\$ 12,800.00
26	PAINT PAVEMENT MARKINGS, 6"	44	LF	\$ 10.00	\$ 440.00	\$ 45.00	\$ 1,980.00	\$ 50.00	\$ 2,200.00	\$ 15.00	\$ 660.00	\$ 64.00	\$ 2,816.00	\$ 100.00	\$ 4,400.00	\$ 12.00	\$ 528.00
27	PAVEMENT REMOVAL	491	SY	\$ 15.00	\$ 7,365.00	\$ 15.00	\$ 7,365.00	\$ 1.00	\$ 491.00	\$ 15.50	\$ 7,610.50	\$ 17.92	\$ 8,798.72	\$ 13.50	\$ 6,628.50	\$ 31.00	\$ 15,221.00
28	PCC SIDEWALK	179	SF	\$ 15.00	\$ 2,685.00	\$ 18.00	\$ 3,222.00	\$ 20.00	\$ 3,580.00	\$ 70.00	\$ 12,530.00	\$ 43.52	\$ 7,790.08	\$ 38.50	\$ 6,891.50	\$ 16.00	\$ 2,864.00
29	PCC SIDEWALK REMOVAL	179	SF	\$ 5.00	\$ 895.00	\$ 5.00	\$ 895.00	\$ 3.00	\$ 537.00	\$ 12.00	\$ 2,148.00	\$ 6.40	\$ 1,145.60	\$ 2.00	\$ 358.00	\$ 2.00	\$ 358.00
30	RIP RAP, RR-4	60	SY	\$ 60.00	\$ 3,600.00	\$ 112.00	\$ 6,720.00	\$ 180.00	\$ 10,800.00	\$ 150.00	\$ 9,000.00	\$ 57.60	\$ 3,456.00	\$ 115.00	\$ 6,900.00	\$ 111.00	\$ 6,660.00
31	ROCK EXCAVATION	100	CY	\$ 300.00	\$ 30,000.00	\$ 325.00	\$ 32,500.00	\$ 100.00	\$ 10,000.00	\$ 50.00	\$ 5,000.00	\$ 1.28	\$ 128.00	\$ 50.00	\$ 5,000.00	\$ 556.00	\$ 55,600.00
32	SANITARY DROP MANHOLE, TYPE A-1-C, 4'	2	EA	\$ 17,000.00	\$ 34,000.00	\$ 13,200.00	\$ 26,400.00	\$ 16,000.00	\$ 32,000.00	\$ 44,000.00	\$ 88,000.00	\$ 31,253.13	\$ 62,506.26	\$ 30,000.00	\$ 60,000.00	\$ 12,664.00	\$ 25,328.00
33	SANITARY MANHOLE ABANDONMENT	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 900.00	\$ 4,500.00	\$ 900.00	\$ 4,500.00	\$ 3,200.00	\$ 16,000.00	\$ 638.60	\$ 3,193.00	\$ 750.00	\$ 3,750.00	\$ 834.00	\$ 4,170.00
34	SANITARY MANHOLE CONNECTION TO EXISTING	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 1,800.00	\$ 1,800.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,772.00	\$ 12,772.00	\$ 12,000.00	\$ 12,000.00	\$ 13,659.00	\$ 13,659.00
35	SANITARY MANHOLE, TYPE A-1-C, 4'	10	EA	\$ 10,000.00	\$ 100,000.00	\$ 8,800.00	\$ 88,000.00	\$ 7,500.00	\$ 75,000.00	\$ 28,500.00	\$ 285,000.00	\$ 16,439.20	\$ 164,392.00	\$ 20,000.00	\$ 200,000.00	\$ 10,764.00	\$ 107,640.00
36	SANITARY SERVICE TEE-WYE, 18" X 6"	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 9,250.00	\$ 9,250.00	\$ 5,825.49	\$ 5,825.49	\$ 6,000.00	\$ 6,000.00	\$ 8,017.00	\$ 8,017.00
37	SANITARY SERVICE, 6" PVC SDR-26	8	LF	\$ 180.00	\$ 1,440.00	\$ 160.00	\$ 1,280.00	\$ 380.00	\$ 3,040.00	\$ 335.00	\$ 2,680.00	\$ 96.15	\$ 769.20	\$ 100.00	\$ 800.00	\$ 75.00	\$ 600.00
38	SANITARY SEWER ABANDONMENT	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,500.00	\$ 22,500.00	\$ 6,706.00	\$ 6,706.00	\$ 10,000.00	\$ 10,000.00	\$ 27,237.00	\$ 27,237.00
39	SANITARY SEWER, 8" PVC C-900 (DR-25)	20	LF	\$ 200.00	\$												



January 13, 2026

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

**Subject: Village of Algonquin – High Hill Park Sanitary Sewer Relocation – Phase 1
Recommendation to Award**

Dear President and Trustees,

The Village of Algonquin advertised the above referenced project in accordance with local, state, and federal guidelines on December 17, 2025. The Village received bids until 10:00 a.m. on Tuesday, January 13, 2026. Six bids were received for the project and these bids were opened and read aloud at William J. Ganek Municipal Center. The following is a tabulation of the bids received:

<u>Bidder</u>	<u>Total Bid Price</u>
<i>Engineer's Opinion of Probable Cost</i>	\$2,311,977.00
Martam Construction, Inc.	\$1,293,705.70
Bolder Contractors, LLC	\$2,338,066.00
Berger Contractos, Inc.	\$2,787,626.20
Trine Construction, Corp.	\$3,170,600.00
Performance Construction & Engineering, LLC	\$3,198,777.00
Concept Plumbing, Inc. ⁽¹⁾	\$3,345,146.00

- ⁽¹⁾ There were two mathematical errors on the Concept Plumbing, Inc. bid schedule. The total bid price read at the bid opening was \$3,404,571.00. The correct total bid price is as listed above.

Within a few hours after the bid opening, Martam double checked their numbers and identified errors within their estimating spreadsheet and therefore provided the Village with a request to withdraw their bid. Bolder Contractors, LLC. of Cary, Illinois was the apparent second low bidder with a bid amount of \$2,338,066.00. We have reviewed the bidding documents and required certifications and confirmed that Bolder Contractors, LLC has provided a complete bid package and has met all bidding requirements.

It is our recommendation that the Village of Algonquin award the High Hill Park Sanitary Sewer Relocation – Phase 1 construction contract to Bolder Contractors, LLC. for the bid amount of \$2,338,066.00. The complete bid tabulation is enclosed. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,
Trotter and Associates, Inc.

Terry Heitkamp, P.E.
Sr. Project Engineer



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

HIGH HILL PARK SANITARY SEWER RELOCATION PHASE 1

SIGNATURE FORM

This AGREEMENT is made and entered into this 3rd day of February, 2026, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Bolder Contractors, LLC, 316 Cary Point Drive, Cary, IL 60013 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated December 12, 2025 for High Hill Park Sanitary Sewer Relocation – Phase 1 – 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 \$2,338,066.00 (TWO MILLION THREE HUNDRED THIRTY EIGHT THOUSAND SIXTY SIX DOLLARS AND ZERO CENTS).
2. CONTRACTOR agrees to complete the work within/by 180 Calendar Days for Substantial Completion plus 30 Calendars for Punch List from the issuance of the Notice to Proceed.
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. High Hill Park Sanitary Sewer Relocation – Phase 1 plans prepared by the VILLAGE, prepared by Trotter and Associates, Inc., dated December 12, 2025.
 - b. Addendum No. 1, dated January 9, 2026.
 - c. 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, 8th Edition, as well as the Village of Algonquin Standard Specifications & Details for Construction and Estimating, June 25, 2022, except as modified by these documents
 - d. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.



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)

HIGH HILL PARK SANITARY SEWER RELOCATION PHASE 1

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

www.algonquin.org

Page 2 of 5



Village of Algonquin

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CONTRACT

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

HIGH HILL PARK SANITARY SEWER RELOCATION PHASE 1

BOND No. _____

PAYMENT & PERFORMANCE BOND

Know all men by these presents that
Bolder Contractors, LLC
316 Cary Point Drive
Cary, IL 60013

as Principal, hereinafter called the CONTRACTOR, and

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 \$2,338,066.00 (TWO MILLION THREE HUNDRED THIRTY EIGHT THOUSAND SIXTY SIX DOLLARS AND ZERO CENTS) 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 (February 3rd, 2026) entered into a contract with the VILLAGE for the project known as High Hill Park Sanitary Sewer Relocation – Phase 1 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 or 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:

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

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Page 4 of 5



Village of Algonquin

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CONTRACT

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

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title