

**Village of Algonquin
Committee of the Whole
April 14, 2026
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

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

1. Roll Call - Establish a Quorum

2. Administer Oath of Office

- A. Administer Oath of Office to Police Officer Emily Randazzo
- B. Administer Oath of Office to Police Officer Jakub Otock

3. Public Comment - Audience Participation

(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)

4. Community Development

- A. Consider the Friends of the Fox River EL CARDUNAL Canoe & Paddle Public Event on June 20, 2026 and Waiving the Event Fee
- B. Consider the Clarendale of Algonquin Car Show Public Event on June 13, 2026
- C. Consider a Covenants and Restrictions Agreement with 815 Investments, LLC for the Property Located at 314 Washington Street
- D. Consider an Ordinance Amending Appendix B — Water and Sewer Tapping Fees

5. General Administration

6. Public Works & Safety

- A. Consider an Agreement with Schroeder Asphalt Services for the Willoughby Farms Subdivision Section 3 Rehabilitation and an Agreement for Construction Oversight with Christopher B. Burke Engineering, Ltd.
- B. Consider an Agreement with HR Green, Inc. for the Phase 2 Design Engineering Services Sandbloom Road Improvements
- C. Consider an Agreement with Burke LLC, for the Design-Build of the Towne Park and Presidential Park Dumpster Enclosures and Towne Park Barrier Gate
- D. Consider an Agreement with Christopher B. Burke Engineering, Ltd. for the Engineering Services Proposal for the Fox River Floodplain Analysis and LOMR
- E. Consider Agreements for the Construction and an Agreement for Construction Oversight of the Public Works and McHenry County Shared Yard Project

7. Executive Session, if Required

8. Other Business

9. 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>	April 14, 2026
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider the Friends of the Fox River EL CARDUNAL Canoe & Paddle Public Event on June 20, 2026 and Waiving the Event Fee

ACTION REQUESTED:

Robert Sutton, on behalf of the Friends of the Fox River, is seeking approval of a public event license for the second annual EL CARDUNAL Canoe and Paddle Event on the Fox River occurring on Sunday, June 20, 2026, from 7:30 a.m. to 2:00 p.m. Mr. Sutton is also seeking a waiver of the Public Event License Fee of \$95/day, as the Friends of the Fox River is a non-profit organization.

DISCUSSION:

The event is proposed to follow the same format as last year, during which no issues or concerns were reported. It will begin at Cornish Park in Algonquin and end in East Dundee. This year, the applicant anticipates 200 participants, double the 100 anticipated last year. Participants will register online in advance, selecting both a watercraft drop-off time and a shuttle pick-up time. It is anticipated that participants will drop off their watercraft at Cornish Park between 7:30 a.m. and 10:00 a.m. and then drive to East Dundee to park their vehicles and trailers. A shuttle will then transport participants from East Dundee back to Cornish Park for the anticipated launch period between 11:00 a.m. and 12:00 p.m. Times may change depending on the number of participants and weather conditions, and any changes will be subject to staff review and approval.

Watercraft drop-off will occur in the park parking area on La Fox River Drive. Volunteers will help unload and will also be stationed at La Fox River Drive and Washington Street to confirm parking availability. Volunteers, large vehicles, and trailers will be directed to park in a municipal lot on Harrison Street. The diagonal parking stalls at the Harrison Street park entrance will be used for shuttle drop-offs and trailer unloading. Participants who arrive before their designated launch time will be encouraged to explore and dine in Downtown Algonquin.

Once launches begin, watercraft will be moved from the staging area to the launch site at set times and announced with a bullhorn. Volunteers will be wearing safety vests and paddlers must wear safety equipment. The Prairie State Canoeists (PSC) and the Friends of the Fox River will have volunteers in the water helping launch. The PSC will have safety paddlers who will evaluate paddling skills and provide support along the way. The Auxiliary Coast Guard will also be on-site to perform safety checks. Although not guaranteed, the Fire Protection District may send members of their "Swift Water Team" to observe only if they are on duty.

The Friends of the Fox River will paddle the river daily, weather permitting, the week before the event to clear any hazards. The event will be cancelled if unsafe conditions exist on the river or if the water flow rate, measured in cubic feet per second (CFS), exceeds the threshold established by IDNR.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend approval, subject to the following conditions:

- The \$95 Public Event License Fee is waived;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- Through traffic shall not be impeded in any manner;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Signage and volunteers shall be posted to assist in traffic control. Signs shall be removed promptly after the event;
- Food from downtown businesses can be ordered as takeout and consumed in Cornish Park. If a food vendor sells food and/or beverage items in Cornish Park, they shall apply for a separate Event Permit and shall provide all applicable Health Department applications and approvals prior to the event. No food vendors can set up in the public right-of-way and no food trucks will be permitted;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, a CFS that exceeds IDNR standards, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The Applicant shall coordinate a meeting with Village staff and the ALFPD prior to the event.

ATTACHMENTS:

- Public Event License Application
- Event Narrative
- Site Plan



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: EL CARDUNAL

Sponsoring Organization:

Name: Friends of the Fox River Contact Name: Bob Sutton
Address: [REDACTED]
City, State, ZIP: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Bob Sutton
Home Address: [REDACTED]
City, State, ZIP: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: A canoe & kayak paddle from Algonquin (Cornish Park) to East Dundee.

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

Event Address: Cornish Park, LaFox River Road entrance and boat launch area

Date(s) and Time(s) of the Event: Jun 20, 2026

Rain Date(s), if applicable: None

Set-Up Date/Time: June 20, 2026 / 07:30

Maximum Number of Attendees/Participants Expected: 200

Admission Fee: Yes ☐ No ☒ If Yes, list fee(s) to be charged: \$20.00

How will the revenue be used (include donations to non-profit or charitable organizations): Revenue from registrants will cover costs of their participation. Bus transportation, snacks & drinks, event t-shirt. Our objective to not lose money; we did last year as we expected.

In the case that any profit is generated, from sponsors, it will be applied to Friends of the Fox River community education efforts.

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

None other than a request for use of public toilets in working order

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

Name of on-site contact during the event (please print): Bob Sutton

On-site contact's cell number: _____

On-site contact's work number: _____

On-site contact's home number: _____

Affidavit of Applicant:

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

Signature of Applicant

03/02/2026

Date

Robert (Bob) Sutton

Printed Name of Applicant

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: Friends of the Fox River / Bob Sutton

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Robert (Bob) Sutton
[Redacted Signature]
[Signature]

Date: 03/02/2026



Friends of the Fox River preserves, restores and protects the Fox River Watershed's resources by connecting people with nature through education, research, restoration and advocacy.

Request for Use of Cornish Park for EL CARDUNAL Canoe/Kayak Paddle Event

March 3, 2026

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Dear Algonquin Village Board,

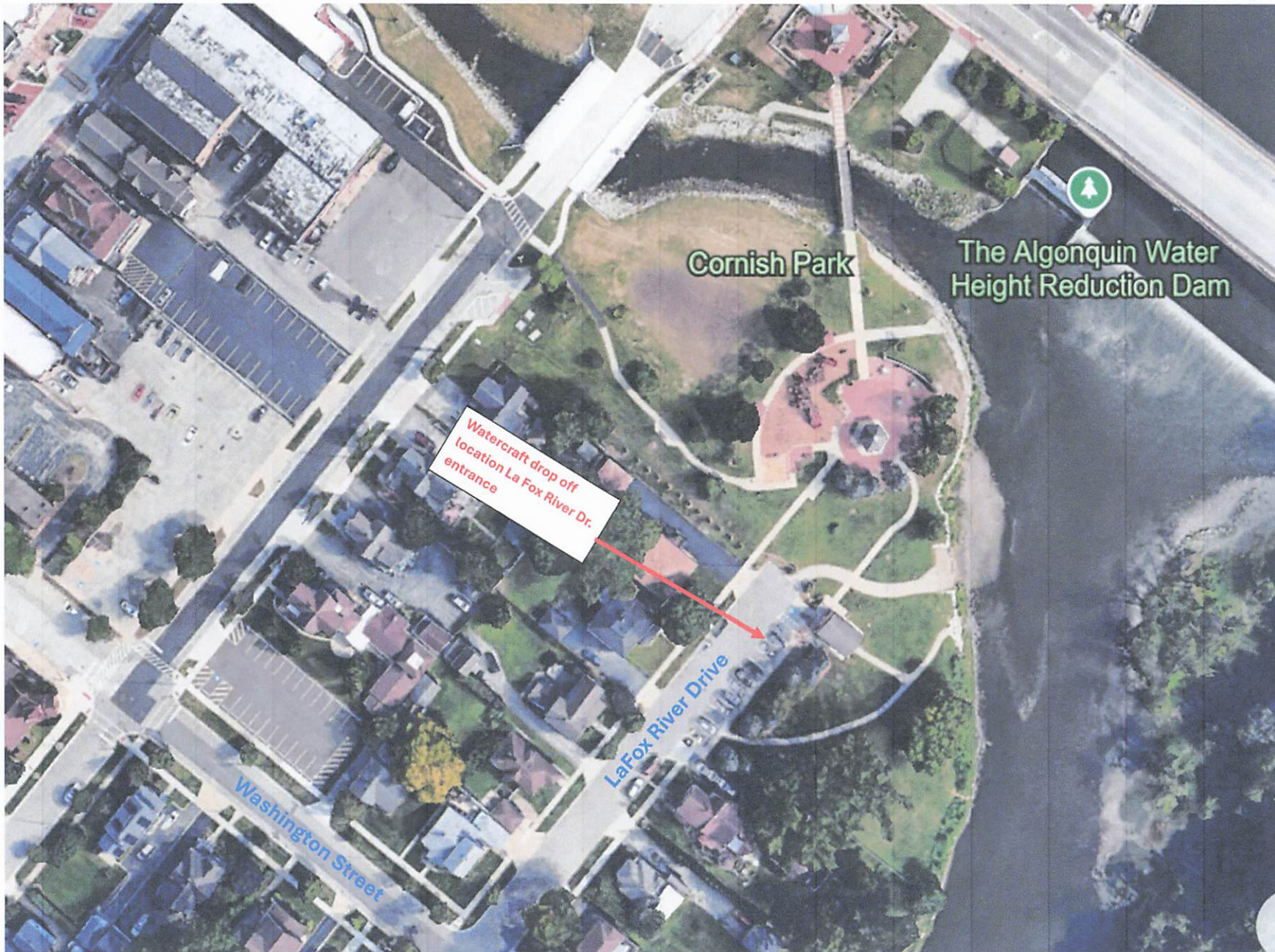
Friends of the Fox River are planning for the second year, EL CARDUNAL, a canoe/kayak paddle on June 20, 2026. The "EL CARDUNAL" event is expected to continue attracting participants and serve as an economic catalyst for the villages along the Fabulous Fox River Trail for years to come.

We respectfully request the use of the Village of Algonquin's Cornish Park as the launch site for the event, with activities scheduled from 7:00 AM set-up through 2:00 PM clean-up. Please refer to the attached Public Event/Entertainment License Application for further details.

Sincerely,

Bob Sutton

Director, Friends of the Fox River



Kayak & Canoe Staging areas until launching

Put-in location boat ramp.

Safety paddlers in stream, and helpers with "legs in-stream" at river edge, assisting launch

Current Timing Plan

Drop off beginning 07:30.

Launching begins at 11:00.

Event tear down, clean-up and exit Cornish Park by 2:00 (or earlier). Will depend on number of participants.

We will launch a group of 6 to 10 watercraft every 5 minutes.





Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	April 14, 2026
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider the Clarendale of Algonquin Car Show Public Event on June 13, 2026

ACTION REQUESTED:

Colleen Straka, on behalf of Clarendale of Algonquin, is seeking approval of a public event license for a car show at 2001 West Algonquin Road occurring on Saturday, June 13, 2026, from 7:00 a.m. to 2:00 p.m., with a rain date of Sunday, June 14, 2026.

DISCUSSION:

The applicant is partnering with John Pullaro of JP Car Shows to host the event. The Clarendale previously hosted similar car shows prior to the pandemic. The event will feature a DJ providing music and announcements from 11:00 a.m. to 2:00 p.m., with car registration scheduled from 10:00 a.m. to 11:30 a.m. There is no admission fee; however, any funds raised will benefit the Alzheimer's Association. Alcohol was initially proposed but has since been withdrawn by the applicant.

Off-site parking will be available across Algonquin Road at a shopping center in Lake in the Hills. The Lake in the Hills Police Department will provide traffic control along Algonquin Road, while Clarendale security will manage on-site traffic.

In addition, the applicant is requesting approval to include two food trucks at the event. The vendors will be asked to donate five percent (5%) of their event revenue to the Alzheimer's Association. Please note that the food trucks are consistent with the Village's mobile food vendor policies, as there are no existing brick-and-mortar food establishments in the immediate area.

The applicant is also requesting approval to install a ten-foot (10') by five-foot (5') banner in the grass area adjacent to the Algonquin Road right-of-way. This exceeds the maximum square footage of a banner by eighteen (18) square feet.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend approval, subject to the following conditions:

- Public Event License Fees must be paid prior to the event;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- The car show vehicles shall only park in the parking spaces shown on the site plan. The ADA parking spaces located near the building entrance shall remain unobstructed throughout the duration of the event;

- Traffic on public roadways shall not be impeded in any manner;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. Any changes to the site plan, event days, event hours, and details of the event shall be approved by Village Staff before such change can occur;
- All drive aisles shall remain clear of vehicles or other obstructions at all times;
- A minimum of 5 feet of unobstructed sidewalk in front of the business must be maintained at all times. Vehicles or motorcycles shall not be parked on the sidewalk;
- All parking shall be on paved surfaces approved for such use, including the food truck;
- The Village of Algonquin will not provide water or electricity for food trucks;
- The food truck operators shall each apply for an Event Permit at least 5 business days prior to the event. Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department and the necessary inspections shall be allowed. A copy of the permit(s) shall be shared with the Village of Algonquin Community Development Department;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Any temporary tents or structures shall be properly weighted or tied down. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The temporary banner is permitted and is allowed to exceed the maximum square footage by 18 square feet. The temporary banner shall not be located in the Algonquin Road right-of-way and shall be removed immediately following the event;
- No alcohol shall be sold or consumed on the property, other than previously approved areas.

ATTACHMENTS:

- Public Event License Application
- Site Plan



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Clarendale of Algonquin Car Show

Sponsoring Organization:

Name: Clarendale of Algonquin Contact Name: Colleen Straka
Address: 2001 West Algonquin Rd
City, State, ZIP: Algonquin, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Same as above
Home Address: [REDACTED]
City, State, ZIP: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: Annual Car show
Outdoors

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

Event Address: 2001 West Algonquin Road Algonquin, IL 60102

Date(s) and Time(s) of the Event: Saturday June 13th, 2024

Rain Date(s), if applicable: Sunday June 14th, 2024

Set-Up Date/Time: Sat June 13th set up starts at 7am

Maximum Number of Attendees/Participants Expected: Approx 150

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

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

To Support Our Alzheimers
Association

Event Website: ClarendaleofAlgonquin.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Clarendale is responsible for security of this event

Jim McMillin is our Director of Plant Operations
He can be contacted at 847 458.6800 X 106

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Will hire several officers to direct traffic

In & out of building. The Guests (Attendees) can park
across the street in the strip mall. We have permission

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

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

Traffic Control in & out of building

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

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

10'x5' banner with pde pockets - Banner will be displayed
in front lawn of community

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

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

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

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

The Car Show facilitator John Pullaro (JP car shows)
will be providing DT equipment - no stage - Hours
From 11 to 2 pm - Set up on the lawn in front of
Community -

* Will Also have several food-trucks onsite for guests

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

We will have Ed's Rental Set up several tents for us and we will rent several portable toilets w/ handwashing stations

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

Name of on-site contact during the event (please print): Colleen Straka / Maureen Vandeloort

On-site contact's cell number: [redacted]
On-site contact's work number: [redacted]
On-site contact's home number: [redacted]

Also Jim Mc Mullin - Plant Ops Director

Affidavit of Applicant:

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

[redacted signature area]

3/5/2026
Date

Colleen A. Straka
Printed Name of Applicant

* We are interested in having 2 food trucks during this event for the attendees to enjoy some food. We will be asking those (2) vendors to donate 5% of what they collect that day for our Alzheimers chapter

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee:

Colleen A. Straka

Circle all
that apply:

Applicant Sponsor Organizer Promoter

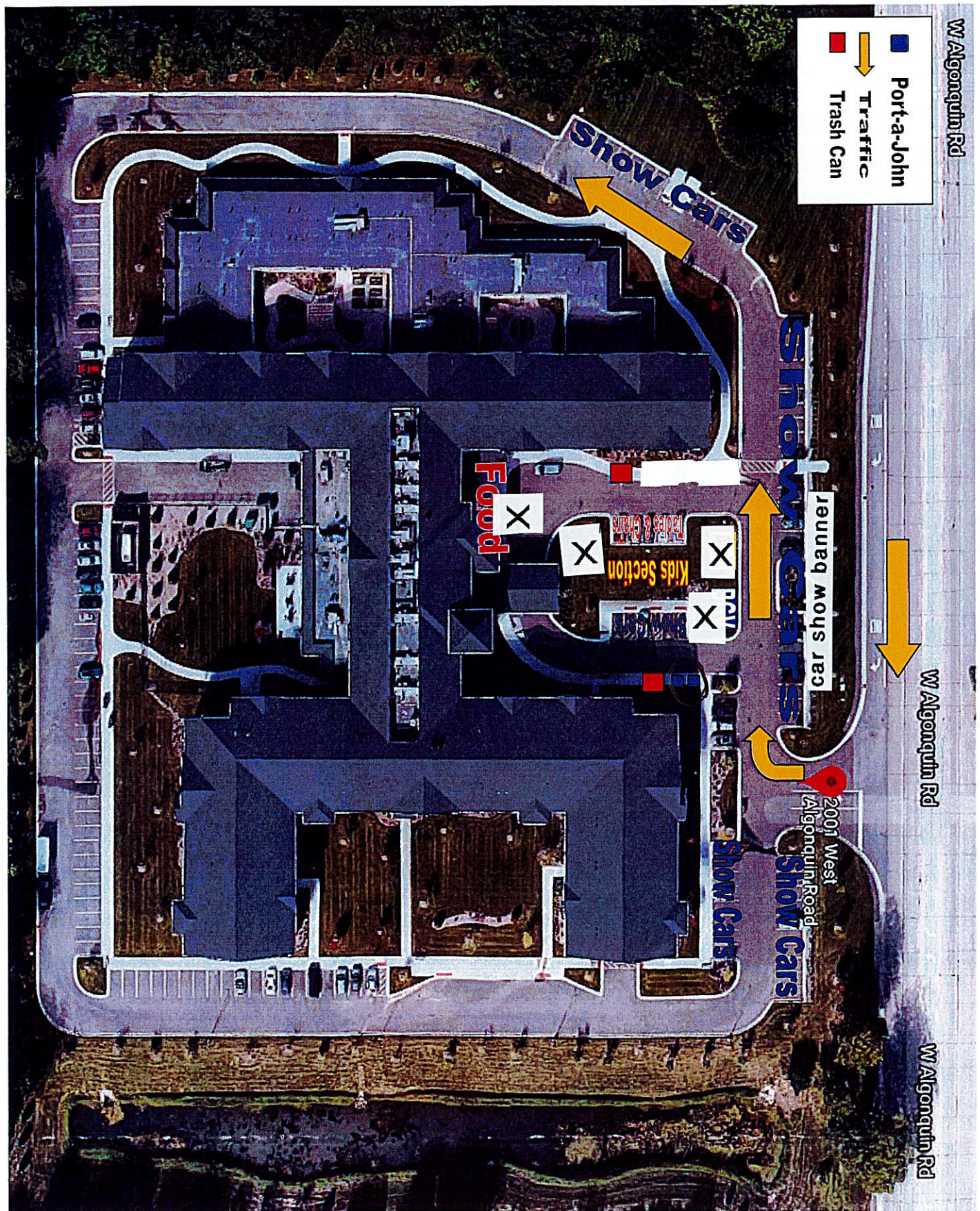
By:

Colleen A. Straka
[Signature]

Date:

3/5/2024

Clarendale of Algonquin





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>	April 14, 2026
<u>SUBMITTED BY:</u>	Patrick Knapp, AICP, Community Development Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consideration of an Agreement between the Village of Algonquin and 815 Investments, LLC

ACTION REQUESTED:

The owner and attorney of the property located at 314 Washington Street have agreed to enter into an agreement with the Village of Algonquin that includes covenants and restrictions to ensure the property is operated in a safe manner that reduces impact on the surrounding neighborhood. The Village Attorney has determined that the use of the property is residential in nature and does not require the issuance of a Special Use Permit.

The covenants and restrictions include the following:

- a. The room in such residence referred to as the “Library” located at the front door entrance depicted in Exhibit A shall not be used as a bedroom;
- b. The garage and garage attic of such residence on the Subject Property shall not be converted to habitable space. The garage and garage attic can be used for the parking of vehicles and for accessory residential activities including storage, hobbies, workshops, and exercise activities; and
- c. There shall be no more than twelve (12) occupants residing at the residence on the Subject Property at any time;
- d. With respect to all occupants of the Subject Property as well as invitees and guests, all vehicles associated with such occupants, their invitees and guests, shall park on the Subject Property itself and not on the surrounding streets or parking facilities during overnight hours.

This agreement has been reviewed and approved by the Village Attorney.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board to direct the Village Manager to execute an Agreement between the Village of Algonquin and 815 Investments, LLC.

ATTACHMENTS:

- Exhibit A Agreement

AGREEMENT
by and between
815 INVESTMENTS, LLC
and
THE VILLAGE OF ALGONQUIN

This Agreement is made by and between the Village of Algonquin, an Illinois municipal corporation (the “Village”), and 815 Investments, LLC, an Illinois limited liability company (the “Owner”).

WHEREAS, the Owner represents and warrants to the Village it is the sole owner of record of the following real property in the Village:

All of Lot 3 and part of Lots 1 and 2 described as follows: starting at an iron stake that stands at the most Southerly corner of said Lot 3; thence North 40 degrees East on the Easterly line of said Lot 3, for a distance of 132 feet to the most Southerly corner of said Lot 1, for a Place of Beginning; thence North 50 degrees West on the southerly line of said Lot 1, 66 feet to the Easterly line of Lot 2; thence South 40 degrees West on the Easterly line of said Lot 2, 132 feet to the most Southerly corner of said Lot 2; thence North 50 degrees West on the Southerly line of said Lot 2, 16 1/2 feet to an iron stake; thence North 40 degrees East parallel to the Easterly line of said Lot 2, for a distance of 183 feet to an iron stake on the Southwesterly line of the Village of Algonquin public park property; hence South 46 Degrees, 58 minutes East on the Southwesterly line of said park property, 82 1/2 feet to an iron stake and on the Easterly line of said Lot 1; thence South 40 degrees West on the Easterly line of said Lot 1, 47 feet to the most Southerly corner of said Lot 1 and the Place of Beginning in Block 4 in Plumleigh’s Addition to Algonquin, being a subdivision of part of the Northwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, West of the Fox River and part of the Northeast Quarter of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian, East of the Chicago and Northwestern Railroad, according to the plat thereof recorded March 24, 1860 in Book 28 of Deeds, page 400, in McHenry County, Illinois.

PIN: 19-34-105-008 (the “Subject Property”); and

WHEREAS, the Owner wishes to place covenants on the Subject Property to address Village concerns regarding the health, safety and welfare of occupants on the Subject Property as well as the public.

NOW THEREFORE the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by this reference.

2. **Covenants and Restrictions on the Subject Property.** The parties agree that, with respect to the residence situated on the Subject Property, that:

- a. The room in such residence referred to as the “Library” located at the front door entrance depicted in Exhibit A shall not be used as a bedroom;
- b. The garage and garage attic of such residence on the Subject Property shall not be converted to habitable space. The garage and garage attic can be used for the parking of vehicles and for accessory residential activities including storage, hobbies, workshops, and exercise activities; and
- c. There shall be no more than twelve (12) occupants residing at the residence on the Subject Property at any time;
- d. With respect to all occupants of the Subject Property as well as invitees and guests, all vehicles associated with such occupants, their invitees and guests, shall park on the Subject Property itself and not on the surrounding streets or parking facilities during overnight hours.

3. **Successors and Assigns.** This Agreement shall be binding on the Owner as well as its successors and assigns who subsequently acquire title the Subject Property.

4. **Covenants Running with the Land.** The parties agree that the provisions of the Agreement are covenants running with the land, the Subject Property.

5. **Enforcement.** The Village is hereby granted the right, but shall not be obligated, to enforce the covenants, obligations and restrictions set forth in this Agreement. The Owner shall cooperate to allow the Village access to the residence on the Subject Property from time to time, as requested by the Village, to inspect such portions of the Subject Property and the residence thereon to insure that the Owner is in compliance with this Agreement.

The parties agree that if there is a violation of any of these covenants, the Village shall suffer irreparable harm by such violation by which the Village shall be entitled to injunctive relief in addition to any other remedies without the posting of a bond or other security.

6. **Binding Effect.** Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Agreement shall be appurtenant to and shall run with and bind the land, the Subject Property, for a period of forty (40) years from the date of recording of this Agreement.

7. **Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

By: _____

Christopher Reed, its Manager

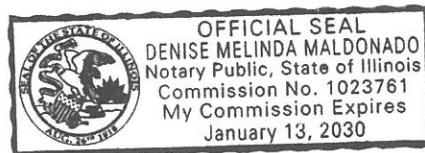
STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

I, Denise Maldonado, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Reed, as Manager of 815 Investments, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of 815 Investments, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of March, 2026.

Denise Maldonado
NOTARY PUBLIC

(SEAL)



VILLAGE OF ALGONQUIN, an
Illinois municipal corporation

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Fred Martin

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Fred Martin, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2026.

NOTARY PUBLIC

(SEAL)



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>	April 14, 2026
<u>SUBMITTED BY:</u>	Patrick Knapp, AICP, Community Development Director Nadim Badran, Deputy Village Manager/Director of Public Works
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consideration of an Ordinance Amending Appendix B – Water and Sewer Tapping Fees

ACTION REQUESTED:

Village of Algonquin staff is requesting text amendments to Appendix B, Water and Sewer Tapping Fees, of the Village Code. Based on findings from the Water Master Plan and Wastewater Facility Plan, staff is recommending an 8.3% increase to the Sewer Tapping Fee and a 10.0% increase to the Water Tapping Fee. Please refer to Exhibit A: *Water and Sewer Connection Fee Updates Memo* for the fee increase justification. Note that the current Tapping Fee schedule was last approved in 2008.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Text Amendment to Appendix B – Water and Sewer Tapping Fees, as outlined in Exhibit B.

ATTACHMENTS:

- Exhibit A Water and Sewer Connection Fee Updates Memo
- Exhibit B Red-lined Appendix B Text Amendment

Memorandum

To: Nadim Badran, Deputy Village Manager/Director of Public Works

From: Deputy Director of Public Works/Village Engineer

Date: 3/26/2026

Subject: **Water and Sewer Connection Fee Updates**

Purpose

This memorandum presents an evaluation of the Village's current water and sewer connection (tap-on) fees. It provides recommendations based on recent master planning efforts, projected growth, and anticipated capital infrastructure needs. The objective is to ensure that new development contributes an appropriate share toward system expansion and long-term sustainability.

Background

The Village has completed both a Water Master Plan and a Wastewater Facility Plan, which evaluate system capacity, future demand, and capital improvement needs. Both plans identify significant population growth, increasing infrastructure demands, and the need for continued investment in treatment, storage, and conveyance systems.

Connection fees are one of the primary tools used by the Village to allocate growth-related costs to new users of the system.

Sewer System Analysis

The wastewater plan projects growth from approximately 38,000 population equivalent (PE) to nearly 80,000 PE at ultimate buildout, representing an increase of about 41,684 PE.

Growth-related capital improvements include treatment plant expansion, lift station upgrades, interceptor sewers, and regional conveyance improvements.

The total cost of these improvements attributable to growth over the next 20 years is estimated at approximately \$83.7 million, resulting in a unit cost of about \$2,008 per PE.

The current sewer connection fee is \$1,854 per PE. The \$2,008 per PE would be an increase of about 8.3 percent.

Sewer Recommendation

An increase of approximately 8.3 percent is recommended to align current fees with projected growth-related costs. This maintains consistency with standard capacity fee

methodology and ensures that new development funds its proportionate share of system expansion.

Water System Analysis

The water system is projected to grow from approximately 38,000 PE to 79,721 PE, an increase of about 41,000 PE. Unlike the wastewater plan, the water master plan focuses primarily on a 10-year capital program and does not fully quantify ultimate buildout needs.

To utilize a similar approach as the wastewater system, staff is proposing a 20-year outlook. Additional infrastructure not included in the master plan anticipated at buildout includes new elevated storage, additional shallow wells and raw water transmission, treatment facility upgrades, and expansion of the distribution system.

Base expansion costs associated with these improvements are estimated at approximately \$52.85 million.

Distribution System Replacement Consideration

A key policy consideration is whether connection fees should also contribute to replacement of existing infrastructure. The water master plan identifies long-term replacement needs exceeding \$7 million annually, though a lower value may be more practical for rate-setting purposes.

Scenario 1 – Full Replacement Funding

This scenario assumes \$7.7 million annually in distribution replacement over a 20-year period. Total capital costs increase to approximately \$207 million.

The resulting required connection fee is approximately \$5,050 per PE, representing an increase of about 132 percent.

This approach shifts a substantial portion of system renewal costs to new development and represents a significant policy change.

Scenario 2 – Limited Replacement Funding

This scenario assumes \$2 million annually for distribution replacement over 20 years. Total capital costs are approximately \$92.85 million.

The resulting fee is approximately \$2,265 per PE, or about a 4 percent increase over current rates.

This approach has minimal impact on development but provides limited contribution toward long-term system renewal.

Scenario 3 – Balanced Approach

This scenario targets an increase of approximately 10 percent, resulting in a fee of about \$2,400 per PE.

It represents a balanced approach that incorporates a portion of replacement costs while maintaining alignment with growth-related funding principles. It also allows for anticipated inflation in the cost of steel and ductile iron pipe, which has seen significant unit price increases over the last decade.

This approach is consistent with the magnitude of the recommended sewer fee adjustment and is considered the most practical option.

Policy Considerations

The Village must determine the extent to which connection fees should fund only growth-related capacity or also contribute to rehabilitation and replacement of existing infrastructure.

A balanced approach allows for shared responsibility between new development and existing ratepayers while maintaining competitiveness with neighboring communities.

Recommendations

1. Increase sewer connection fees by approximately 8.3 percent.
2. Adopt the balanced water fee scenario with an increase of approximately 10 percent.
3. Consider periodic updates or indexing of fees to keep pace with inflation and construction costs.
4. Evaluate the potential for phased implementation if desired.
5. Perform a combined Wastewater and Water System Master Plan concurrently in FY34/35 that includes a complete water/sewer rate and connection fee study. Recommendations of the study shall be reviewed and determined by the Village Board.

Conclusion

The recommended updates ensure that the Village's connection fees remain aligned with projected infrastructure needs while balancing growth, affordability, and long-term system sustainability.

Tap-On Fee Comparison Table

Sewer Connection Fees (Recommended 8.3% Increase)

Category	Existing Fee	Recommended Fee	Dollar Increase	Percent Increase
1-2 Bedroom	\$6,861	\$7,430	\$569	8.3%
3+ Bedroom	\$7,658	\$8,300	\$642	8.3%
Other Uses	\$1,854/PE	\$2,008/PE	\$154/PE	8.3%
Minimum	\$6,861	\$7,430	\$569	8.3%

Water Connection Fees (Scenario 3 - Recommended ~10% Increase)

Category	Existing Fee	Recommended Fee	Dollar Increase	Percent Increase
1-2 Bedroom	\$7,571	\$8,325	\$754	10.0%
3+ Bedroom	\$8,040	\$8,845	\$805	10.0%
Other Uses	\$2,180/PE	\$2,400/PE	\$220/PE	10.0%
Minimum	\$7,571	\$8,325	\$754	10.0%

Section	Purpose	Dollar Amount ¹
	Plus revocation of the liquor license	
43.40	Adult-Use Cannabis Business Establishments Prohibited	\$1,000 minimum
43.41	Electronic Sweepstakes Machine or Device, Penalty	\$1,500 minimum

¹When a fine or penalty amount is listed the first figure is the minimum and the second figure is the maximum fine per occurrence or 24-hour period.

Section 5.09

YEARLY PERMIT FEE SCHEDULE*				
	Single Trip	Round Trip	Multiple Trips	Yearly Trips
Weight, With Load				
Up to 100,000 pounds	\$50	\$75	\$150	\$500
100,001 to 120,000 pounds	\$75	\$100	\$200	Prohibited
120,001 to 150,000 pounds	\$100	\$150	Prohibited	Prohibited
Over 150,000 pounds	\$150	\$200	Prohibited	Prohibited
Width, With Load				
Up to 12 feet	\$25	\$50	\$75	Prohibited
12 feet 1 inch to 13 feet 6 inches	\$50	\$75	\$100	Prohibited
Over 13 feet 6 inches	\$75	\$100	Prohibited	Prohibited
Height, With Load				
13 feet 6 inches to 14 feet 6 inches	\$25	\$50	\$75	Prohibited
Over 14 feet 6 inches	\$50	\$75	Prohibited	Prohibited
Length, With Load				
Up to 100 feet	\$25	\$50	\$75	Prohibited
Over 100 feet	\$50	\$75	Prohibited	Prohibited

*Plus necessary and appropriate administrative, engineering, and road damage fees.

Section 6A.22-D1:

Water tapping fee for plats approved:	After 2/1/09	After 2/1/10	After 2/1/11	After 2/1/12	After 2/1/13
Dwelling unit with 1 and 2 bedrooms	\$6,229	\$6,540	\$6,867	\$7,211	\$7,571
Dwelling unit with 3 or more bedrooms	\$6,615	\$6,945	\$7,293	\$7,657	\$8,040
All other uses (per P.E. or part thereof)	\$1,975 Minimum \$6,229	\$2,024 Minimum \$6,540	\$2,075 Minimum \$6,867	\$2,127 Minimum \$7,211	\$2,180 Minimum \$7,571

Commented [PK1]: The table needs to be rotated for readability.

Water tapping fee for plats approved:	Dwelling unit with 1 and 2 bedrooms	Dwelling unit with 3 or more bedrooms	All other uses (per P.E. or part thereof)
Before 2/5/08	\$5,650	\$6,000	\$1,800 Minimum \$5,650
After 2/5/08	\$5,932	\$6,300	\$1,927 Minimum \$5,932
After 2/1/09	\$6,229	\$6,615	\$1,975 Minimum \$6,229
After 2/1/10	\$6,540	\$6,945	\$2,024 Minimum \$6,540
After 2/1/11	\$6,867	\$7,293	\$2,075 Minimum \$6,867
After 2/1/12	\$7,211	\$7,657	\$2,127 Minimum \$7,211

Commented [PK2]: At some point in past, "Before 2/5/08" and "After 2/5/08" was deleted. Staff believes this was accidental and is proposing to add these back in to the fee schedule.

<u>After 2/1/13</u>	<u>\$7,571</u>	<u>\$8,040</u>	<u>\$2,180</u> <u>Minimum \$7,571</u>
<u>After 1/1/30</u>	<u>\$8,325</u>	<u>\$8,845</u>	<u>\$2,400</u> <u>Minimum \$8,325</u>

Commented [PK3]: Proposed Water Tap fees beginning 1/1/2030

Section 6A.28-A:

Beginning with the first bills sent out on or after November of	Combined water and sanitary sewer charge, per 1,000 gallons	Water only users, per 1,000 gallons	Sanitary sewer only users who have a metered private water supply, per 1,000 gallons	Water fixed monthly fee	Sewer fixed monthly fee	Water e-billing (ACH) monthly rebate	Sewer e-billing (ACH) monthly rebate
2016	\$8.08	\$4.00	\$4.08	\$5.00	\$5.00	\$0.50	\$0.50
2017	\$9.60	\$4.57	\$5.03	\$5.00	\$5.00	\$0.50	\$0.50
2018	\$11.35	\$5.18	\$6.17	\$5.00	\$5.00	\$0.50	\$0.50
2019	\$13.35	\$5.81	\$7.54	\$5.00	\$5.00	\$0.50	\$0.50
2021	\$15.26	\$6.52	\$8.74	\$5.00	\$5.00	\$0.50	\$0.50
2022	\$16.94	\$7.30	\$9.64	\$5.00	\$5.00	\$0.50	\$0.50

Section 6A.33-C:

Sewer tapping fee for plats approved:	Before 2/5/08	After 2/5/08	After 2/1/09	After 2/1/10	After 2/1/11	After 2/1/12	After 2/1/13
Dwelling unit with 1 and 2 bedrooms	\$4,480	\$5,376	\$5,645	\$5,927	\$6,223	\$6,535	\$6,861
Dwelling unit with 3 or more bedrooms	\$5,000	\$6,000	\$6,300	\$6,615	\$6,945	\$7,293	\$7,658
All other uses (per P.E. or part thereof)	\$1,490 Minimum \$4,480	\$1,639 Minimum \$5,376	\$1,680 Minimum \$5,645	\$1,722 Minimum \$5,927	\$1,765 Minimum \$6,223	\$1,809 Minimum \$6,535	\$1,854 Minimum \$6,861

Commented [PK4]: The table needs to be rotated for readability.

<u>Sewer tapping fee for plats approved:</u>	<u>Dwelling unit with 1 and 2 bedrooms</u>	<u>Dwelling unit with 3 or more bedrooms</u>	<u>All other uses (per P.E. or part thereof)</u>
<u>Before 2/5/08</u>	<u>\$4,480</u>	<u>\$5,000</u>	<u>\$1,490</u> <u>Minimum \$4,480</u>
<u>After 2/5/08</u>	<u>\$5,376</u>	<u>\$6,000</u>	<u>\$1,639</u> <u>Minimum \$5,376</u>
<u>After 2/1/09</u>	<u>\$5,645</u>	<u>\$6,300</u>	<u>\$1,680</u> <u>Minimum \$5,645</u>
<u>After 2/1/10</u>	<u>\$5,927</u>	<u>\$6,615</u>	<u>\$1,722</u> <u>Minimum \$5,927</u>
<u>After 2/1/11</u>	<u>\$6,223</u>	<u>\$6,945</u>	<u>\$1,765</u> <u>Minimum \$6,223</u>
<u>After 2/1/12</u>	<u>\$6,535</u>	<u>\$7,293</u>	<u>\$1,809</u> <u>Minimum \$6,535</u>
<u>After 2/1/13</u>	<u>\$6,861</u>	<u>\$7,658</u>	<u>\$1,854</u> <u>Minimum \$6,861</u>
<u>After 1/1/30</u>	<u>\$7,430</u>	<u>\$8,300</u>	<u>\$2,008</u> <u>Minimum \$7,430</u>

Commented [PK5]: Proposed Sewer Tap fees beginning 1/1/2030

Section 6A.39-K:

Minimum Annual Charge for Wastewater Discharged Into the Public Sewers



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 14, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Raz Calin, Capital Project Manager/Engineer III

SUBJECT: Recommendation to Award the Bid for Willoughby Farms Subdivision
Section 3 Rehabilitation to Schroeder Asphalt Services, Inc and an
Agreement for Construction Oversight with Christopher B. Burke
Engineering, Ltd.

The Willoughby Farms Section 3 Subdivision Rehabilitation project aims to address distressed and failing roadways within the subdivision. This section of Willoughby Farms includes the remaining section of the subdivision located east of Sleepy Hollow Road and north of Longmeadow Parkway. The 2.2-mile subdivision was constructed in two phases from 1992 to 1994 and has required several patching operations over the years to maintain safe vehicular travel. The average Pavement Condition Index (PCI) scores range from 8-36, indicating both base failure and significant pavement distress. The comprehensive scope of this project includes:

- Full-depth reclamation (FDR) and new asphalt pavement on the local collectors
- New asphalt surface on the cul-de-sacs
- ADA compliance at sidewalk ramps for safer pedestrian accessibility
- Curb & gutter, sidewalk, and driveway apron removal and replacement as needed
- New 8- inch water main loop on Notting Hill Road to improve reliability and provide redundancy.
- New fire hydrants to meet updated Fire Codes for residential coverage
- Replacement of previously damaged hydrants, added water valves for improved reliability, and replacement of various service valves (B-Boxes)
- Underground utility repairs, replacements, and lining to improve overall street drainage and extend the life of existing underground infrastructure

Upon completion of the design this past winter, the project was advertised for bid in March. Bids were opened on March 10, 2026 with six (6) bids received. **Schroeder Asphalt Services, Inc** was the low bidder in the amount of **\$3,161,282.29**, which is below the engineer's estimate of \$3,522,187.55. The Village budgeted this project across two funds (Street Fund and Water & Sewer Fund) with the vast majority coming from the Street

Fund. Both funds have sufficient budget to cover the cost of the project this upcoming fiscal year.

Schroeder Asphalt Services, Inc has performed satisfactorily for the Village in the past as a general contractor, most recently on the Brittany Hills Subdivision Improvements and the Broadsmore Drive and Stonegate Road Phase 2 Improvements Projects. Given the track record of SAS's performance, staff recommends the Committee of the Whole take necessary action to move forward with the award of this project to the Village Board for approval in the amount of **\$3,161,282.29** to Schroeder Asphalt, Inc.

To manage this project, staff requested the attached proposal in the amount of \$298,720 from CBBEL to perform construction oversight. CBBEL has successfully completed oversight of similar projects including High Hill Subdivision Improvements in 2022/23, Willoughby Farms Subdivision Section 1 in 2024 and Section 2 in 2025, and Brittany Hills Subdivision Rehabilitation in 2025. This project will require an experienced professional with excellent communication skills. Given CBBEL's past successes in the Village, staff is confident that CBBEL will deliver a quality product for the Village on this project.

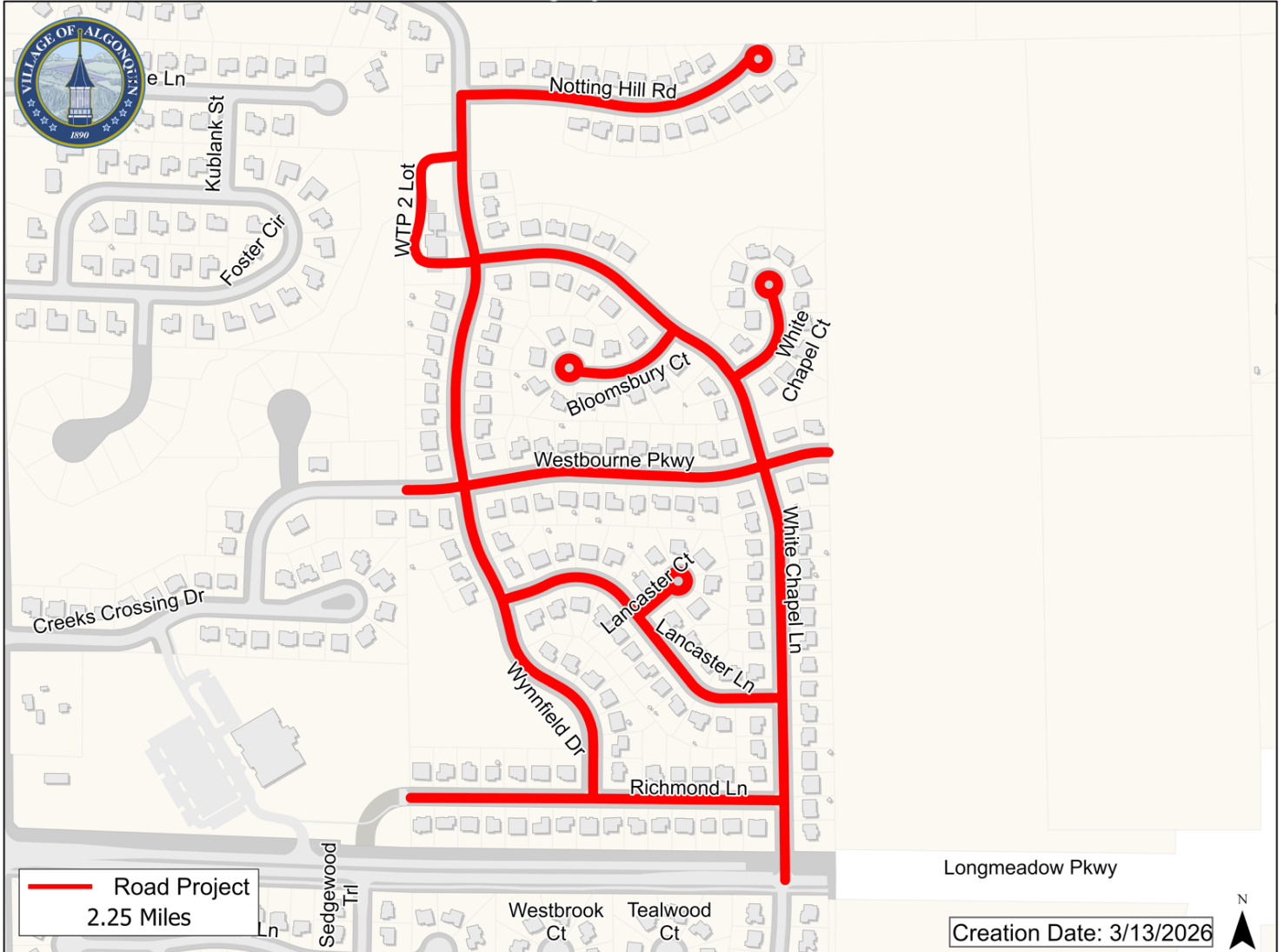
Summary

1. The recommended low bidder was Schroeder Asphalt Services, In., which has a good track record of completing projects successfully in the Village.
2. Construction oversight is being proposed by CBBEL who completed the design of this project and has previously provided excellent oversight and communication.

Staff recommends that the Committee of the Whole take the necessary action to award the bid for this project to Schroeder Asphalt Services, Inc. in the amount of \$3,161,282.29 for construction and move forward with the proposal with Christopher B. Burke Engineering, Ltd. in the amount of \$298,720.00 to the Village Board for approval.

Project Location Map

Willoughby Farms Section 3





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 13, 2026

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.
Subject: Letter of Recommendation to Award
Willoughby Farms Section 3 Rehabilitation
(CBBEL Project No. 01.R250048.00000)

Dear Mr. Ganek,

On Tuesday, March 10th, at 10:00 a.m., bids were received and opened for the subject project. Six (6) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$3,522,187.55
A LAMP CONCRETE CONTRACTORS, INC.	\$3,594,906.33
BROTHERS ASPHALT PAVING, INC.	\$3,320,663.62
BUILDERS PAVING, INC.	\$3,207,201.00
D'LAND CONSTRUCTION, LLC.	\$3,552,458.18*
PLOTE CONSTRUCTION INC.	\$3,491,140.89
SCHROEDER ASPHALT SERVICES INC.	\$3,161,282.29

*Calculated bid differs from the as-read or reported bid amount

Schroeder Asphalt Services, Inc. is the low bidder, in the amount of \$3,161,282.29. Schroeder Asphalt Services, Inc. has performed satisfactory work for the Village in the past as a general contractor, most recently on the Brittany Hills Subdivision Improvements and the Broadmore Drive and Stonegate Road Phase 2 Improvements projects. Both of these projects included full-depth reclamation of roadway pavement, hot-mix asphalt paving, and spot concrete and utility work. In addition to the above, Schroeder Asphalt Services, Inc. have provided references with positive reviews on multiple projects in similar size and scope.

Schroeder Asphalt Services, Inc. is IDOT prequalified to perform Earthwork, HMA Paving, Drainage, Concrete, and Aggregate Base work, confirming they will be completing at least 50% of the contract value.

Upon detailed review of the bids, CBBEL believes Schroeder Asphalt Services, Inc's bid to be in order. Therefore, our office recommends accepting Schroeder Asphalt Services, Inc's bid in the amount of \$3,161,282.29.

Enclosed for your review are the bid results matrix and the calculated bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

David J. Kleinwachter, P.E., CPESC, CFM
Project Manager, Civil Engineering Design



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Willoughby Farms Section 3 Rehabilitation **SIGNATURE FORM**

This AGREEMENT is made and entered into this 14th day of April, 2026, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Schroeder Asphalt Services, Inc., PO BOX 831, Huntley, IL. 60142. (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated February 12, 2026, for the Willoughby Farms Section 3 Rehabilitation – 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 \$3,161,282.29 (THREE MILLION ONE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-NINE CENTS)
2. CONTRACTOR agrees to complete **ALL** work within/by **May 1, 2026 – October 2, 2026**.
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. Willoughby Farms Section 2 Rehabilitation plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated February 12, 2026.
 - 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, 8th Edition, as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, January 2026, 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.

Continued on next page.



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

Willoughby Farms Section 3 Rehabilitation **INSURANCE CERTIFICATE**

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Willoughby Farms Section 3 Rehabilitation

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that
Schroeder Asphalt Services, Inc
PO BOX 831
Huntley, IL. 60142

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 \$3,161,282.29 (THREE MILLION ONE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-NINE 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 (April 14, 2026) entered into a contract with the VILLAGE for the project known as for Willoughby Farms Section 3 Rehabilitation 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:



Village of Algonquin

The Gem of the Fox River Valley

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 _____, 2026, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title

**Consulting Engineering
Master Agreement Work Order Form**

I. INCORPORATION OF MASTER AGREEMENT

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

II. PROJECT UNDERSTANDING

The Village of Algonquin is requesting a proposal for Phase III Engineering of the Willoughby Farms Phase 3 Project. The improvements consist of full-depth reclamation and HMA resurfacing on Wynnfield Drive, White Chapel Lane, Westbourne Parkway, Lanchester Lane, Nothing Hill Rd and Richmond Lane and HMA resurfacing only on Bloomsbury Court, White Chapel Court and Lancaster Road. The project also includes spot curb and gutter replacement, sidewalk and driveway aprons replacement, utility rehabilitation, storm sewer lining and storm sewer removal repair and replacement. In addition, a new 8" ductile iron water main is being installed along the north side of Nothing Hill Road, including water service line adjustments and new fire hydrants, valves and vault.

It is our understanding that the project will be let in March 2026 and construction, including punch list is expected to take place between April 1, 2026 and July 31, 2026. The engineering estimated construction bid price is \$3,600,000.00

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.).
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers, Earth Excavation and Embankment.

2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and current Village Engineering Drawings.
- Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request directions from the Village regarding the deviation or substitution.

3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera).
- Full-Time Construction Observation of 50 hours per week for a 20-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering questions and resolving issues and concerns from impacted property owners.
- Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
- Conduct Bi-Weekly Progress Meetings.
- Provide Weekly Progress Updates to Village Staff.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL shall follow all VILLAGE guidelines and procedures for Construction Engineering, including but not limited to IDOT Construction Manual and IDOT Project Procedure Guide as follows:
 - Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records.
 - Contract Administration/Documentation.
 - Quantity Measurement.
 - Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment.
 - Develop and Process Change Orders as necessary including a Final Balancing Change Order.
 - Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing.
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout

- Develop and ensure completion of punch list.
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

IV. MAN-HOURS & FEE SUMMARY

A. Phase III Engineering

Task A.1 Preconstruction Services

Engineer IV	40 hrs x \$175/hr	=	\$7,000
Engineer III	80 hrs x \$157/hr	=	\$12,560

Task A.2 Shop Drawing Review

Engineer IV	32 hrs x \$175/hr	=	\$5,600
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Task A. 3 Construction Observation

Engineer IV	1000 hrs x \$175/hr	=	\$175,000
Engineer III	100 hrs x \$157/hr	=	\$15,700
90*120.			

Task A.4 Construction Documentation

Engineer IV	120 hrs x \$175/hr	=	\$21,000
Engineer III	40 hrs x \$157/hr	=	\$6,280

Task A.5 Material QA

Rubino Engineering		=	\$17,500
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Task A.6 Project Closeout

Engineer IV	120 hrs x \$175/hr	=	\$21,000
Engineer III	40 hrs x \$157/hr	=	\$6,280

Vehicle Usage	\$90 per day - 120 days	=	<u>\$10,800</u>
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Total \$298,720

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 2/26/2026

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	242
Engineer V.....	208
Engineer IV.....	175
Engineer III.....	157
Engineer I/II.....	135
Survey V.....	208
Survey IV.....	196
Survey III.....	179
Survey II.....	140
Survey I.....	119
Engineering Technician V.....	191
Engineering Technician IV.....	170
Engineering Technician III.....	123
Engineering Technician I/II.....	95
CAD Manager.....	187
CAD II.....	136
CAD I.....	119
GIS Specialist III.....	157
Landscape Architect II.....	179
Landscape Architect I.....	157
Landscape Designer III.....	136
Landscape Designer I/II.....	106
Environmental Resource Specialist V.....	208
Environmental Resource Specialist IV.....	170
Environmental Resource Specialist III.....	145
Environmental Resource Specialist I/II.....	110
Environmental Resource Technician.....	123
Bus Ops Department.....	120
Engineering Intern.....	81

Updated January 13, 2025

Christopher B. Burke Engineering, Ltd.
8575 West Higgins Road, Suite 800
Rosemont, Illinois 60018
(CBBEL Project Number: 070273.00192)

VILLAGE OF ALGONQUIN
WILLOUGHBY FARMS SECTION 3 REHABILITATION

BID TABULATION
Bid Opening Date: March 10, 2026

SP	CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BUILDERS PAVING LLC		BROTHERS ASPHALT PAVING, INC.		PLOTE CONSTRUCTION INC.		A LAMP CONCRETE CONTRACTORS, INC.		DYLAND CONSTRUCTION, LLC.															
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST														
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	50	\$	35.00	\$	1,750.00	\$	63.00	\$	3,150.00	\$	32.00	\$	1,600.00	\$	39.90	\$	1,995.00	\$	38.00	\$	1,900.00	\$	44.00	\$	2,200.00				
	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$	150.00	\$	7,500.00	\$	77.00	\$	3,850.00	\$	47.25	\$	2,362.50	\$	45.00	\$	2,250.00	\$	45.00	\$	2,250.00	\$	51.00	\$	2,550.00				
*	20101200	TREE ROOT PRUNING	EACH	50	\$	175.00	\$	8,750.00	\$	100.00	\$	5,000.00	\$	100.00	\$	5,000.00	\$	120.00	\$	6,000.00	\$	120.00	\$	6,000.00	\$	115.00	\$	5,750.00				
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	30	\$	160.00	\$	4,800.00	\$	100.00	\$	3,300.00	\$	50.00	\$	1,500.00	\$	89.25	\$	2,677.50	\$	85.00	\$	2,550.00	\$	98.00	\$	2,940.00				
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	15	\$	300.00	\$	4,500.00	\$	109.00	\$	1,635.00	\$	100.00	\$	1,500.00	\$	236.25	\$	3,543.75	\$	225.00	\$	3,375.00	\$	259.00	\$	3,885.00				
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	467	\$	35.00	\$	16,345.00	\$	10.00	\$	4,670.00	\$	25.00	\$	11,675.00	\$	60.00	\$	28,020.00	\$	30.00	\$	14,010.00	\$	20.00	\$	9,340.00	\$	15.00	\$	7,005.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1054	\$	1.50	\$	1,581.00	\$	1.75	\$	1,844.50	\$	2.00	\$	2,108.00	\$	5.00	\$	5,270.00	\$	3.00	\$	3,162.00	\$	1.00	\$	1,054.00	\$	3.00	\$	3,162.00
	21301060	EXPLORATION TRENCH 60" DEPTH	FOOT	100	\$	55.00	\$	5,500.00	\$	72.00	\$	7,200.00	\$	57.00	\$	5,700.00	\$	59.85	\$	5,985.00	\$	57.00	\$	5,700.00	\$	60.00	\$	6,000.00	\$	40.00	\$	4,000.00
	21301084	EXPLORATION TRENCH 84" DEPTH	FOOT	170	\$	65.00	\$	11,050.00	\$	75.00	\$	12,750.00	\$	68.00	\$	11,560.00	\$	71.40	\$	12,138.00	\$	68.00	\$	11,560.00	\$	70.00	\$	11,900.00	\$	50.00	\$	8,500.00
	25200200	SUPPLEMENTAL WATERING	UNIT	5	\$	75.00	\$	375.00	\$	110.00	\$	550.00	\$	1.00	\$	5.00	\$	105.00	\$	525.00	\$	1.00	\$	5.00	\$	200.00	\$	1,000.00	\$	1.00	\$	5.00
*	28000510	INLET FILTERS	EACH	80	\$	200.00	\$	16,000.00	\$	105.00	\$	8,400.00	\$	130.00	\$	10,400.00	\$	136.50	\$	10,920.00	\$	130.00	\$	10,400.00	\$	15.00	\$	1,200.00	\$	250.00	\$	20,000.00
*	30201700	PORTLAND CEMENT	TON	750	\$	220.00	\$	165,000.00	\$	223.00	\$	167,250.00	\$	207.00	\$	155,250.00	\$	217.35	\$	163,012.50	\$	208.00	\$	156,000.00	\$	207.00	\$	155,250.00	\$	242.00	\$	181,500.00
*	30300001	AGGREGATE SURGRADE IMPROVEMENT	CU YD	467	\$	43.00	\$	20,081.00	\$	20.00	\$	9,340.00	\$	25.00	\$	11,675.00	\$	60.00	\$	28,020.00	\$	30.00	\$	14,010.00	\$	20.00	\$	9,340.00	\$	15.00	\$	7,005.00
	35800100	PREPARATION OF BASE	SQ YD	3833	\$	1.00	\$	3,833.00	\$	0.65	\$	2,491.45	\$	2.00	\$	7,666.00	\$	1.00	\$	3,833.00	\$	1.75	\$	6,707.75	\$	1.50	\$	5,749.50	\$	1.60	\$	6,132.80
	35800200	AGGREGATE BASE REPAIR	TON	81	\$	30.00	\$	2,430.00	\$	22.00	\$	1,782.00	\$	20.00	\$	1,620.00	\$	30.00	\$	2,430.00	\$	50.00	\$	4,050.00	\$	17.50	\$	1,417.50	\$	55.00	\$	4,455.00
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	334	\$	35.00	\$	11,690.00	\$	19.00	\$	6,346.00	\$	10.00	\$	3,340.00	\$	20.00	\$	6,880.00	\$	30.00	\$	10,020.00	\$	30.00	\$	10,020.00	\$	15.00	\$	5,010.00
	40600290	BITUMINOUS MATERIALS (TRACKLESS TACK COAT)	POUND	22834	\$	0.75	\$	17,125.00	\$	0.01	\$	228.34	\$	0.01	\$	228.34	\$	1.00	\$	22,834.00	\$	0.01	\$	228.34	\$	0.32	\$	7,306.88	\$	0.32	\$	7,306.88
*	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4317	\$	81.00	\$	349,877.00	\$	79.50	\$	343,201.50	\$	82.00	\$	353,994.00	\$	81.50	\$	351,835.50	\$	74.00	\$	319,456.00	\$	72.90	\$	314,709.30	\$	82.00	\$	353,994.00
*	40603230	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	55	\$	160.00	\$	8,800.00	\$	110.00	\$	6,050.00	\$	105.00	\$	5,775.00	\$	100.00	\$	5,500.00	\$	120.00	\$	6,600.00	\$	161.05	\$	8,897.75	\$	160.00	\$	9,240.00
*	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	3724	\$	87.00	\$	323,988.00	\$	82.50	\$	307,230.00	\$	85.00	\$	316,540.00	\$	88.25	\$	328,643.00	\$	75.00	\$	279,300.00	\$	83.60	\$	311,326.40	\$	96.00	\$	357,504.00
*	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	1295	\$	85.00	\$	110,075.00	\$	85.00	\$	110,075.00	\$	74.00	\$	95,830.00	\$	84.00	\$	108,780.00	\$	75.00	\$	97,125.00	\$	93.00	\$	120,435.00	\$	83.00	\$	107,485.00
*	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH (SPECIAL)	SQ YD	59	\$	110.00	\$	6,490.00	\$	105.00	\$	6,195.00	\$	120.00	\$	7,080.00	\$	94.50	\$	5,575.50	\$	95.00	\$	5,605.00	\$	130.00	\$	7,670.00	\$	90.00	\$	5,310.00
*	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	26318	\$	10.00	\$	263,180.00	\$	8.95	\$	235,546.10	\$	9.50	\$	250,021.00	\$	9.97	\$	262,390.46	\$	9.00	\$	236,862.00	\$	10.50	\$	276,339.00	\$	9.55	\$	251,336.90
*	42400800	DETECTABLE WARNING	SQ FT	328	\$	30.00	\$	9,840.00	\$	27.50	\$	9,020.00	\$	23.00	\$	7,540.00	\$	31.50	\$	10,332.00	\$	38.00	\$	12,464.00	\$	35.00	\$	11,480.00	\$	35.00	\$	11,480.00
	44000100	PAVEMENT REMOVAL	SQ YD	1322	\$	18.00	\$	23,796.00	\$	4.00	\$	5,288.00	\$	10.00	\$	13,220.00	\$	15.00	\$	19,830.00	\$	20.00	\$	26,440.00	\$	11.50	\$	15,203.00	\$	18.00	\$	23,796.00
*	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	1293	\$	2.85	\$	3,685.05	\$	2.00	\$	2,586.00	\$	4.75	\$	6,141.75	\$	2.50	\$	3,232.50	\$	5.00	\$	6,465.00	\$	4.00	\$	5,172.00	\$	2.32	\$	2,999.76
*	44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	15842	\$	3.25	\$	51,486.50	\$	3.75	\$	59,407.50	\$	5.25	\$	83,170.50	\$	3.12	\$	49,427.04	\$	3.50	\$	55,447.00	\$	4.25	\$	67,328.50	\$	3.50	\$	55,447.00
*	44000166	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	SQ YD	15093	\$	3.75	\$	56,598.75	\$	3.75	\$	56,598.75	\$	5.50	\$	79,992.90	\$	3.12	\$	47,090.16	\$	4.00	\$	60,372.00	\$	4.50	\$	67,918.50	\$	3.73	\$	56,296.89
*	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1354	\$	23.00	\$	31,070.00	\$	13.20	\$	17,726.40	\$	12.00	\$	15,840.00	\$	13.00	\$	16,920.00	\$	13.00	\$	16,920.00	\$	15.00	\$	20,310.00	\$	15.00	\$	20,310.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4804	\$	5.75	\$	27,623.00	\$	4.75	\$	22,819.00	\$	5.50	\$	26,175.00	\$	5.04	\$	24,212.16	\$	8.00	\$	38,432.00	\$	6.25	\$	30,025.00	\$	7.00	\$	33,628.00
	44000600	SIDEWALK REMOVAL	SQ FT	26255	\$	1.50	\$	39,382.50	\$	1.28	\$	33,606.40	\$	1.00	\$	26,255.00	\$	1.05	\$	27,567.75	\$	1.50	\$	39,382.50	\$	1.50	\$	39,382.50	\$	1.20	\$	31,506.00
	54248510	CONCRETE COLLAR	CU YD	4	\$	250.00	\$	1,000.00	\$	500.00	\$	2,000.00	\$	390.00	\$	1,560.00	\$	409.50	\$	1,638.00	\$	400.00	\$	1,600.00	\$	410.00	\$	1,640.00	\$	1,800.00	\$	7,200.00
	55040340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	115	\$	125.00	\$	14,375.00	\$	90.00	\$	10,350.00	\$	94.00	\$	10,810.00	\$	98.70	\$	11,350.50	\$	94.00	\$	10,810.00	\$	99.00	\$	11,385.00	\$	104.00	\$	11,960.00
	55040430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	225	\$	175.00	\$	39,375.00	\$																							



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 14, 2026

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, Deputy Director of Public Works/Village Engineer

SUBJECT: Recommendation to Approve Phase 2 Design Engineering Services Agreement with HR Green, Inc. for the Sandbloom Road Improvements

This project includes roadway, pedestrian, drainage, and structural retaining wall elements consistent with the scope developed during Phase I Engineering, spanning 1.14 miles of a major collector on the Village's east side. Phase I services were completed by HR Green, including preparation of preliminary plans, environmental studies, permitting, and coordination with the Illinois Department of Transportation (IDOT). The Phase I study received IDOT approval, positioning the project for external funding opportunities.

As a result of these efforts, the Village was awarded \$1.2 million in Illinois Transportation Enhancement Program (ITEP) funding. In addition, the Village has received verbal commitment of \$1.8 million in Surface Transportation Program (STP) funding, with official award announcements anticipated later this month. Both the ITEP and anticipated STP funds are dedicated toward construction costs in the amount of ~\$3 million.

Phase II Engineering will advance the project from preliminary engineering to final design. This phase includes preparation of detailed construction plans, specifications, and contract documents; continued coordination with IDOT to ensure compliance with State standards and funding requirements; utility coordination; permitting; and final bid preparation.

The proposed Phase II Engineering services agreement with HR Green is a not-to-exceed amount of \$341,648. A portion of this cost is budgeted in the upcoming fiscal year, with the remainder to be programmed in future fiscal years as part of the Village's multi-year capital improvement planning.

HR Green has demonstrated a thorough understanding of the project and successfully guided Phase I through IDOT approval and secured multiple grant awards toward elevated construction costs. Continuity with the same engineering consultant will help ensure efficiency, consistency in coordination with IDOT, and timely advancement of the project.

Summary

1. HR Green successfully completed Phase 1 and successfully positioned the project to obtain multiple grant funding sources.
2. The proposed contract amount is approximately 6.8% of the construction cost estimate, well within the typical engineering contract for Phase 2 engineering (6-8% typical).

3. Sufficient funds are proposed next fiscal year in the Street Improvement Fund.

Therefore, it is our recommendation that the Committee of the Whole move this matter forward to the Village Board for approval of the agreement with HR Green, Inc. for Phase II Design Engineering Services for Sandbloom Road Improvements, in the amount of \$341,648.

VILLAGE OF ALGONQUIN

SANDBLOOM ROAD IMPROVEMENTS



- PROJECT LOCATION
- NEW BIKE PATH
- SIDEWALK CONNECTION
- EXISTING BIKE PATH



PROFESSIONAL SERVICES AGREEMENT

For

**Village of Algonquin
Sandbloom Road - Phase II Engineering**

Mr. Clifton V. Ganek, PE
Deputy Director of Public Works/Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102
Ph: 847.658.1605
Clifton.Ganek@algonquin.org

Prepared by:
Jeffrey J. Strzalka, PE – Senior Project Manager
HR Green, Inc.
Ph: 815.759.8359

Reviewed / Approved by:
Timothy J. Hartnett
President - Municipal Services

HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, Illinois 60050

HR Green Project No. 2503612

March 25, 2026
Revised March 27, 2026

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THIS **AGREEMENT** is between Village of Algonquin (hereafter “CLIENT”) and HR Green, Inc. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The project is located along Sandbloom Road from IL Route 62 (Algonquin Road) to the Village limits approximately 1,190 feet south of Teri Lane. The total length of roadway improvement is approximately 1.14 centerline miles. See location map attached as Exhibit A.

CLIENT desires Phase II Engineering services from a consultant prequalified with the Illinois Department of Transportation (IDOT) for the proposed improvements.

CLIENT has previously been awarded Illinois Transportation Enhancement Program (ITEP) funds and Surface Transportation Program (STP) funds for the construction phase of the project. As such, the requirements of the IDOT Bureau of Local Roads (BLR) Manual will be followed during the development of the Phase II contract plans, specifications, and estimates.

The proposed Sandbloom Road project consists of the following elements:

- A. Roadway reconstruction and section conversion from rural (shoulders) to urban (curb and gutter) between IL 62 and Souwanas Trail with a closed drainage system
- B. Replacement of the Souwanas Creek culvert beneath Sandbloom Road
- C. New multi-use path (MUP) between Ryan Parkway and Souwanas Trail
- D. New crosswalk at the south leg of the signalized intersection with IL 62
- E. Crosswalk enhancement with curb extensions at the intersection with Compton Drive
- F. Sidewalk connections along the west side of the roadway
- G. Resurfacing of the existing path along the east side of Sandbloom Road
- H. Water main replacement at spot locations determined by CLIENT

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Approved Phase I engineering report from IDOT
- B. IDOT BDE Manual and policies and procedures for intersection pedestrian facilities at IL 62
- C. Applicable sections of IDOT BLRS Manual Chapter 20 for special environmental studies
- D. IDOT BLRS Manual Chapter 21 for public involvement programs
- E. IDOT BLRS Manual Chapter 22 for project development – federal funds
- F. IDOT BLRS Manual Chapter 33 for geometric design of existing highways
- G. IDOT BLRS Manual Chapter 41 for pedestrian accommodations on Sandbloom Road outside of the IL 62 ROW
- H. AASHTO Guide for the Development of Bicycle Facilities
- I. McHenry County Stormwater Management Ordinance, including CLIENT-adopted amendments
- J. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways

There are no lighting improvements being considered.

The segment of Sandbloom Road with an existing path and curb and gutter, between the south project limits and Souwans Trail, will receive a grind and overlay resurfacing improvement. There will be no roadway/path profiles or cross sections developed in this segment. The segment of Sandbloom Road between Souwans Trail and IL 62 will require profiles and cross sections for the roadway and MUP improvements.

Plans, specifications, and estimates will be developed to predetermined milestones for submittal to the CLIENT and IDOT which will consist of pre-final (90%) and final (100%) engineering documents. All construction documents will be reviewed by a QA/QC engineer prior to their submittals to be certain of their completeness, accuracy, and constructability.

At this time, we are not considering any design variances, hence the preparation of any design exceptions and BLR 22000 forms is not included.

The addition of a sidewalk, MUP and converting the corridor to 100% curb and gutter on this project is not estimated to trigger the need for detention. The project will also not require Post Construction Best Management Practices (PCBMPs). As a certified community, CLIENT will issue their own stormwater permit for the improvements.

Grant writing services are being performed under a separate agreement between CLIENT and COMPANY.

For the purposes of this AGREEMENT, the start of construction is assumed to be in the year 2030. Construction engineering services, including materials testing, are not included in this AGREEMENT.

2.0 Scope of Services

COMPANY is the prime consultant providing the engineering services to CLIENT for the Sandbloom Road improvements and, as such, all services will be provided through COMPANY. Section 2 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY and Midland Standard Engineering & Testing, Inc. (MSET). Section 5 provides a listing of responsibilities for each firm.

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Land Surveying

Additional topographic survey will be collected in select areas identified during the Phase II. COMPANY will revise the previous MicroStation ORD drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards.

A Plat of Easement will be prepared for a permanent easement and/or temporary construction easement granted on one (1) subject parcel identified as PIN: 19-35-351-006 in McHenry County. The direct cost of a title commitment for each subject parcel is included herein. The Plat of Easement to be recorded by CLIENT.

2.2 Wetlands

COMPANY will update its wetland and aquatic resource delineation report based on a September 2024 field delineation with an additional site visit to confirm wetland boundaries, update floristic quality index numbers, delineate any project areas excluded from the 2024 study area, and update the wetland and aquatic resource delineation report per current KCSMO Article VII requirements.

Mitigation is not expected to be required per KCSMO 9-170 since previously delineated wetlands have an FQI less than 25 and fewer than 0.10 acres of wetlands are expected to be impacted.

COMPANY will complete a wetland submittal per KCSMO 9-180.

The improvements will impact less than 0.10 acres of wetlands and less than 0.03 acres of stream which falls below the threshold for Army Corps of Engineers (ACOE) permit. However, the ACOE may view the culvert relocation as an activity requiring a regional permit. COMPANY will submit a pre-construction notification (PCN) to ACOE for verification that the improvements is authorized under the nationwide permit (less than 0.10 acres of wetland impact and less than 0.03 acres of stream impact). COMPANY has also allotted time to prepare the ACOE regional permit 3 and 7 for the culvert replacement. COMPANY will prepare the joint application form for CLIENT signature which will accompany the submittal package including a location map, adjacent property owners exhibit, site photo log, the updated wetland delineation report, the McHenry-Lake Soil and Water Conservation District (MLSWCD) soil erosion and sediment control plan review application, IDOT cultural resources clearance, IDOT natural resources review, IDOT/IDNR-OWR approval under IDNR's Statewide Permit #12, and the engineering plans.

Per the Phase I report, permanent wetland impacts of 0.00588-acre are anticipated requiring 0.00882-acre of mitigation credits to be purchased by CLIENT. COMPANY will source available wetland bank credits for purchase and coordinate the purchase of the credits with CLIENT.

2.3 Environmental

COMPANY will request an update to Natural Resource Review (NRR) which expires on September 12, 2027, with the IDNR via BLRS staff. The renewal will extend the biological clearance for another two (2) years.

COMPANY will conduct an update to the bridge bat assessment (BBA) which expires on April 16, 2027, with the IDNR via BLRS staff. The renewal will extend the bat assessment for another two (2) years.

COMPANY will request an update to the State's Preliminary Environmental Site Assessment (PESA) which expires on June 16, 2028, with IDOT's Special Waste Assessment Unit via BLRS staff. The renewal will extend the PESA for another three (3) years.

COMPANY will prepare the IDOT PESA Response / Preliminary Site Investigation (PSI) work order form BDE 2735. The PESA Response will list all properties identified by IDOT in Phase I as part of the PESA and will be accompanied by a project location map and special waste excavation exhibits meeting IDOT guidelines.

COMPANY will also update the local special waste analysis. As a subconsultant to COMPANY, MSET will renew the database review and data in LPC-663. Clean construction and demolition debris (CCDD) facilities require the analysis updated every 2-3 years. The current LPC-663 was completed on February 6, 2025, hence the anticipated expiration on February 6, 2027. See Section 2.6 for soils sampling and laboratory testing to be completed by MSET.

2.4 Structural Engineering

The proposed Sandbloom Road project includes the replacement of the existing culvert at Souwanas Creek and associated retaining wall(s) adjacent to the new culvert to limit impacts to adjacent properties and natural resources such as wetlands.

COMPANY will complete structural analysis and develop design plans, specifications and estimates for three (3) proposed retaining wall locations. The three retaining wall locations consist of the length and height noted at the locations below and the three different wall types noted for each location (each wall is located along Sandbloom Road with Wall No. 2 and 3 located near the Souwanas Creek crossing).

Wall No.	Begin Station	Wall Length	LT/RT Side Sandbloom Rd	Max. Height	Wall Type
1	11+80.00	170'	RT	3.0'	C.I.P. L-Wall
2	42+75.00	500'	RT	9.5'	Soldier Pile Wall
3	42+50.00	75'	LT	8.5'	C.I.P. / T-Wall

For the culvert design, a precast 7'x5' box culvert with cast-in-place end sections is proposed. The cast-in-place end sections will be designed as vertical cantilever walls on spread footings and will align with the proposed retaining walls No.2 and No.3 locations. The wingwall adjacent to retaining wall No. 2 may utilize a pile or soldier pile foundation depending on geotechnical recommendations and final design layout. The box culvert will match the existing crossing with the potential for some adjustment, as needed, to adjust for site conflicts and the proposed path and retaining wall limits.

COMPANY will prepare plans, specifications and estimates for construction of the retaining walls and precast culvert. For retaining walls taller than seven feet (7'), a Type, Size & Length (TS&L) submittal to IDOT will be required. COMPANY will complete the TS&L submittal to IDOT, along with a structure number request if applicable. The following will be provided as part of the plans, specifications and estimates for this project:

A. Plan Sheets

Item	No. of Sheets
Type, Size and Location (TS&L) for two wall location taller than 7-feet (Wall No.2 and No. 3)	2
General Plan and Elevation (GP&E) for each wall location (745' of total wall length)	4
General Data (quantities and general notes) for each wall location	3
Retaining Wall Details for each wall location	9
Retaining Wall Reinforcement Elevation Views, Typical Section Details and Bill of Reinforcement Bars for each wall location	1
Foundation Detail Sheet (for deep foundation elements at soldier pile wall).	1
Railing Detail Sheet (for aesthetic pedestrian railings where needed)	3
Soil Boring Logs for Each Retaining Wall	1
Culvert General Plan and Elevation (GP&E)	1
General Data and Quantities (Culvert)	2
End Section Details and Bill of Reinforcement Bars	1
General Details and Typical Sections (End Sections)	1
Soil Boring Logs	1
Total No. of Structural Sheets	29

B. Structural Specifications

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents.

1. Supplemental Specifications and Recurring Special Provisions
2. Project Specific Special Provisions
3. Bureau of Local Roads Special Provisions
4. Bureau of Design and Environment Special Provisions
5. Guide Bridge Special Provisions

C. Structural Estimates

COMPANY will prepare the following estimates for the project and submit them to CLIENT for review and concurrence at the pre-final and final milestones:

1. Engineer's Opinion of Probable Construction Cost (EOPC)

2.5 Geotechnical Investigation

As a sub-consultant to COMPANY, MSET will obtain six (6) borings to supplement an earlier geotechnical report for the increase in wall length at Wall Location No. 2. In addition, the new geotechnical report will add information for the deep foundation design of the soldier pile wall proposed for Wall Location No. 2. An Abbreviated SGR will be prepared in accordance with IDOT standards for soil boring placement, analysis, and report format.

Additionally, MSET will conduct six (6) additional probe borings as part of the CCDD evaluation. Samples will be scanned and tested for environmental contaminants. Based on test results, an IEPA LPC-663 certification may be renewed.

See Exhibit B attached. Coordination will be required with sub-consultant.

2.6 Drainage Engineering

The proposed Sandbloom Road project includes rural to urban cross section conversion, a new concrete box culvert at the Souwanas Creek crossing, and improvements to the drainage system draining into State ROW necessitating Phase II engineering detailed design, calculations and permitting as follows:

A. Inlet Spacing

Inlet spacing will be completed using Bulletin #75 rainfall data and IDOT spreadsheets. Encroachment will be based on local roads criteria and coordinated with CLIENT prior to the completion of the inlet spacing calculations.

B. Compensatory Storage

The compensatory storage volumes will be optimized based on obtaining ROW and building retaining wall. There will be two compensatory storage calculations completed based on different scenarios. The compensatory storage will be iterative and will ensure compliance with local ordinances. There are no state or federal compensatory storage requirements. The costs of providing the compensation will utilize EOPC information for retaining wall and ROW costs to develop the most cost effective option. Retaining wall design is not included as part of this task.

C. IDNR-OWR Permitting

It is anticipated that the proposed culvert complies with IDNR's Statewide Permit #12. The hydraulic report will be updated with the final compensatory storage volume information and sent to IDOT/IDNR for approval. The report will be updated as necessary and a final submittal to IDOT/IDNR-OWR will be completed.

D. CLIENT Stormwater Management Permitting

The local permit and supporting documentation will be provided for the project. Based on the Phase 1 plans, stormwater detention is not required for this project (Linear projects: the New or Net New Impervious is less than 43,560 sq ft and proposed road width is less than or equal to AASHTO).

E. Water Quality Calculations and Documentation

Required water quality calculations will be completed and areas identified to add water quality features. Water quality enhancements are anticipated to consist of bioswales and water quality storage areas within the existing ROW. Details will be added to the plans and documented as part of the permit submittal.

2.7 Contract Plans, Specifications and Estimates

COMPANY will develop a set of plans for the proposed roadway plans as defined in the General Understanding section above. The structural plans identified in Section 2.4 above will be incorporated into the remaining plan sheets listed below. Each set of plans will be submitted to CLIENT for review and concurrence at the 90% and 100% milestones. The plans will also need to be submitted to IDOT, District One for review and approval at the 90% and 100% milestones.

The following will be provided as part of the contract plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
General Notes	1
Summary of Quantities	6
Typical Sections	3
Pavement Schedule / Driveway Schedule	1
Pavement Marking Schedule / Sign Schedule	1
Storm Sewer Schedule	2
Alignment, Ties, and Benchmarks	1
Removal Plans (20 scale)	6
Roadway & MUP Plan & Profiles (20 scale)	6
Water Main Removal Plans (20 scale)	6
Water Main/Drainage Plan & Profiles (20 scale)	6
Water Main Schedule	2
Water Main Conflict Schedule	1
Traffic Signal Modernization Plans	4
Erosion Control and Landscaping Plans (20 scale)	6
Detailed ADA Sidewalk Ramp Grading Plans (25 ramps at 5 scale)	7
Cross Sections (every 50' and at driveway entrances)	12
IDOT District 1 & Miscellaneous Details	15
Total No. of Roadway & Utility Sheets	88

COMPANY will perform the resurfacing pavement design utilizing the IDOT BLR Manual. The overall pavement design will be based on estimated traffic volumes and thicknesses of the existing pavement structure. The proposed pavement design will be summarized in a technical memorandum for CLIENT and IDOT review.

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

1. Supplemental Specifications and Recurring Special Provisions
2. Project Specific Special Provisions (including those required by CLIENT and IDOT, District One)
3. BLR Special Provisions
4. BDE Special Provisions
5. Stormwater Prevention Pollution Plan (SWPPP) on IDOT form BDE 2342

COMPANY will prepare an EOPC for the project and submit to CLIENT for review and approval at the 90% and 100% percent milestones.

2.8 Project Meetings & Agency Coordination

Multiple coordination meetings will be required during the project. Anticipated meetings will be with the CLIENT and IDOT. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

A. Project Kickoff Meeting

COMPANY will have two (2) persons attend one (1) kickoff meeting with the CLIENT to visit and discuss the existing conditions and understand the CLIENT's priorities, vision, and goals for the project design.

B. Phase II IDOT Kickoff Meeting

CLIENT and COMPANY (2 persons) will meet with the Planning Liaison and IDOT Local Roads officials to ascertain the scope of work, project limits, and funding requirements are clearly defined to maintain the project schedule.

C. Detour Committee Meeting

COMPANY will have one (1) person attend one (1) meeting with the CLIENT and IDOT to introduce the project, planned detour routes, and anticipated schedule(s) utilizing adjacent State routes.

D. Additional CLIENT Coordination Meetings

COMPANY has allotted for two (2) additional meetings at the CLIENT offices to review the project during Phase II engineering. COMPANY will have two (2) persons attending the additional CLIENT coordination meetings.

In addition to CLIENT, COMPANY will coordinate with various public and private entities as required for project development and permitting. The permitting agencies are anticipated to be CLIENT (stormwater) and IEPA (water main and erosion control). The IDOT permit for improvements at the intersection with IL 62, including the detour route, will be provided with the Phase II approval of the contract plans.

COMPANY will also conduct utility coordination and proactively communicate and coordinate utility protection, abandonment or relocation as part of the project. The utility coordination efforts will strive to eliminate delays during the construction phase.

A. Utility Plan Submittals

COMPANY will prepare preliminary, prefinal, and final engineering plans for submittal to private utility companies and CLIENT to confirm the location of their utilities within the project corridor and to address the potential abandonment, protection, or relocation of their facilities. Plan submittals to franchise utility companies will be accompanied by CLIENT letterhead in accordance with IDOT policy.

B. Utility Coordination Log

Throughout the project the COMPANY will maintain a utility coordination log which will document and record utility contact information, dates of plan submittals, dates of utility responses, and status of any outstanding questions or comments. The utility coordination log will be distributed to parties at each utility coordination meeting and also be available at any time upon request for CLIENT review.

COMPANY will incorporate the findings of the utility coordination into the plans and specifications, as appropriate.

2.9 Project Administration & Quality Assurance/Quality Control

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

A. Project Management

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, invoicing, and contract file management.

B. Project Monitoring

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task.

C. Project Coordination

Maintain communications with the CLIENT and other designated representatives. Establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the two (2) milestone submittals:

A. Quality Control Check – Project Manager

B. Peer Review – Senior Engineer not involved with project on a daily basis

C. Constructability Review – Construction Personnel

3.0 Deliverables Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

- A. Plat of Easement and Title Commitment for one (1) subject parcel identified as PIN: 19-35-351-006
- B. Geotechnical report with special waste analysis/renewal
- C. Updated wetland delineation & report with wetland submittal per KCSMO 9-180
- D. ACOE PCN
- E. ACOE regional permit 3 and 7
- F. MLSWCD permit
- G. 90% Preliminary Plans, Specifications & Estimates
- H. 100% Final Plans, Specifications & Estimates
- I. Meeting minutes of all meetings attended



4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Plats of Dedication/Highways
- B. Land Acquisition Services (appraisals and negotiations)
- C. Subsurface Utility Exploration (SUE) via potholing or hydro excavating
- D. Field/drain tile surveys
- E. Floodplain and/or floodway permitting
- F. Lighting design
- G. Public information meeting (PIM)
- H. Newspaper advertising fees
- I. Permitting fees
- J. Purchase of wetland credits
- K. Construction layout/staking

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Midland Standard Engineering & Testing, Inc. will provide the geotechnical investigations, soils analysis, and CCDD certification. See Exhibit B attached.

6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

- A. Participate in project design reviews and provide written comments
- B. Provide segments of water main requiring replacement for design and permitting
- C. Record the Plat of Easement
- D. Complete purchase of wetland bank credits
- E. Sign permit applications and provide permit fees, if applicable

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried rates with multiplier derived from the assigned IDOT overhead rate current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Material basis with a Not to Exceed fee of: \$341,648.00.

Task	Staff Hours	Direct Costs	Fee
Land Surveying	70	\$850	\$12,623
Wetlands	100	\$100	\$20,456
Environmental	60	\$25	\$10,555
Structural Engineering	690		\$124,579
Geotechnical Investigation	-	\$19,227	\$19,227
Drainage Engineering	150		\$27,515
Contract Plans, Specifications & Estimates	618	\$156	\$97,854
Project Meeting & Agency Coordination	75		\$14,936
Project Administration & Quality Assurance/Quality Control	68		\$13,803
TOTALS	1,831	-	\$341,648.00

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a

result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not

a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or

pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This



certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jeffrey J. Strzalka, P.E.

Approved by:

Printed/Typed Name:

Timothy J. Hartnett

Title: President - Municipal Services

Date:

March 27, 2025

VILLAGE OF ALGONQUIN

Accepted by:

Printed/Typed Name:

Title:

Date:

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EXHIBIT A - LOCATION MAP
SANDBLOOM ROAD IMPROVEMENTS



PROJECT LOCATION

2/25/26

Mr. Jeffrey Strzalka, PE
HR Green, Inc.
 131 Corporate Drive, Suite 203
 McHenry, Illinois 60050
jstrzalka@hrgreen.com

SCOPE OF WORK PROPOSAL

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895

Sandbloom Road Retaining Wall Extension Algonquin, Illinois

For the retaining wall(s) extension on the east side of the road, perform six (6) IDOT structure soil borings with split-spoon sampling to a depth of thirty (30) feet below the surface. Conduct field soil strength tests, obtain soil samples, and conduct laboratory testing to determine moisture content of all soil samples, with visual soil classifications. Provide soil strength parameters and analysis for retaining wall design including boring logs, test results, site location plan and soil strength parameters. For the **total project length** CCDD evaluation, six (6) probe borings will be made at approximate 1000 foot spacing. Samples will be scanned, and 3 samples will be tested for environmental contaminants. Based on test results, an IEPA Form LPC 663 certification may be prepared.

SERVICES	UNIT PRICE	EST QTY	BUDGET EXTENSION
Field			
Engineering Services required for boring layout & JULIE clearance, per hour	\$180.00	3	\$540.00
Mobilization of Drill Rig, Equipment & Crew, day	\$475.00	1	\$475.00
Structure Soil Boring with Split Spoon Sampling at 2.5 foot intervals, per foot	\$23.00	180	\$4,140.00
Drilling supervision and logging of soil samples, per hr	\$115.00	16	\$1,840.00
Taffic Control, signs, flagman, per day	\$1,200.00	2	\$2,400.00
Laboratory			
Moisture Content Test, each	\$6.00	72	\$432.00
Engineering Services			
Laboratory data review			
preparation of boring logs, and summary report			
providing soil strength parameters and recommendations			
for retaining wall design, subgrade treatments			
by a professional engineer.			
Principal Engineer, per hour	\$160.00	1	\$160.00
Geotechnical Engineer, per hour	\$150.00	12	\$1,800.00
Staff Engineer, per hour	\$110.00	5.5	\$605.00
Environmental Testing			
Radius Map, each	\$450.00	1	\$450.00
Soil Probe Borings, per day	\$3,750.00	0.5	\$1,875.00
Sample Extrusion, Scanning with PID, & Logging, per hour	\$110.00	4	\$440.00
Analytical Lab Testing for TACO Tier 1, per Sample	\$1,090.00	3	\$3,270.00
IEPA form LPC-663 Certification, Lump Sum	\$800.00	1	\$800.00

PROJECT TOTAL
\$19,227.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 14, 2026

TO: Tim Schloneger, Village Manager

FROM: Cliff Ganek, P.E., Deputy Director of Public Works/Village Engineer

SUBJECT: Consider an Agreement for a Design-Build Contract with Burke, LLC, for the Towne Park and Presidential Park Dumpster Enclosures and Towne Park Barrier Gate

Following the successful reconstruction projects at Towne and Presidential Park and the high volume of usage by the public, staff has determined that permanent dumpster enclosures are necessary at both parks to accommodate this need. The proposed dumpster enclosures will improve operational efficiency by reducing the frequency and labor required for trash collection, resulting in long-term cost savings and more effective use of staff time. The electric gate will control vehicular access in and out of Towne Park and be secured by Sonitrol, and have electric card readers for access.

Attached is a design-build contract with Burke, LLC for the construction of dumpster enclosures at Towne Park and Presidential Park, along with the installation of an electronic barrier gate at Towne Park. The updated contract reflects a total project cost of \$196,377.31, reduced from the previous \$216,000.

The reduction in cost is primarily attributed to a \$12,000 decrease in dumpster enclosure pricing, as well as reductions in construction oversight and contingency. Under this agreement, Burke will continue to coordinate subcontractors and manage submittals, while Village staff will provide on-site construction oversight to further control costs.

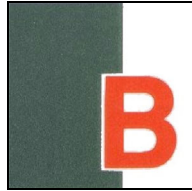
The design-build approach has been successfully utilized on prior Village projects and continues to provide efficiency, cost control, and quality assurance. Staff has available funds to begin the project this fiscal year and has budgeted \$125,000 in the Park Improvement Fund for next fiscal year. The shortfall will be taken from CM funds for the Willoughby Farms Park project as the majority of the oversight will be performed in-house.

Summary

1. The revised contract amount is \$196,377.31, reflecting cost reductions from the original proposal.
2. Alternative pricing results in a comparable total project cost when factoring in design and gate installation.
3. The design-build approach with Burke offers a more streamlined and coordinated project delivery.
4. Available funds will be allocated to complete the project.

Recommendation

Therefore, Public Works recommends that the Committee of the Whole take the necessary action to move the Design-Build contract with Burke, LLC for the Towne Park and Presidential Park Dumpster Enclosures and Towne Park Barrier Gate Installation project for \$196,377.31 to the Village Board for approval.



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

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

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

PROJECT: Towne Park and Presidential Park Trash
Enclosure and Towne Park Electronic Barrier
Gate Installation

CONTRACT DATE: April_____, 2026

GUARANTEED MAXIMUM
PRICE: \$196,377.31

SUBSTANTIAL COMPLETION DATE: June 5, 2026

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

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

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

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
- .2 This Contract;
- .3 Towne Park As-Built Plans other information provided by the Owner pursuant to this Contract;
- .4 The relevant sheets of the Plans titled Dumpster Enclosure and Barrier Gate Improvements by Christopher B. Burke Engineering, Ltd. dated March 17, 2026; including any Addenda thereto.
- .5 Village of Algonquin Standard Certifications
 - a. Business Organization
 - b. Certification of Eligibility
 - c. Equal Employment Opportunity
 - d. Illinois Prevailing Wage Act
 - e. Contractor's Certification
 - f. Apprenticeship and Training Program Certification

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

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

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

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

2.5 Not Used.

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

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

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

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

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the

Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Coordination and Communication Plan. N/A

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

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

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

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

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

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

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent

landowner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

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

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

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

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

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

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

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

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

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

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

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

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

- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

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

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

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

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

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

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

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be

made available to third parties without written consent of the Owner, unless so required by court order.

- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.
- 3.24 Field Office. The Construction Manager shall obtain a field office within the Village's corporate limits for the duration of the project. The field office will be for the exclusive use of the Construction Manager and its Subcontractors.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

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

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the Contract Date listed on page 1. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.

- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost

progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

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

ARTICLE 8 - PAYMENT

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

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the Plans prepared by Christopher B. Burke Engineering, Ltd. and Engineering Enterprise, Inc., including any Addenda thereto.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.

- .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control. No permits are expected to be required.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.

- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

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

construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

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

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

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

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

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

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

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

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

payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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

.1 Labor costs.

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

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

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

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
 - .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.

- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
- .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or

offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.

- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

- .1 Defective work not remedied;

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

ARTICLE 9 - CHANGES

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

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

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

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

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions

are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

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

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

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

Worker's Compensation & Employer's Liability

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

Commercial Umbrella/Excess Liability

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

Professional Liability

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

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

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

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.
- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an

endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.
- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
 - .2 if the Work is suspended by the Owner for thirty (30) days;
 - .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
 - .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages

allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

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

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

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

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish

the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

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

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

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

In the event of arbitration or litigation of this Contract between Owner and

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

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

- 12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

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

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manager shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

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

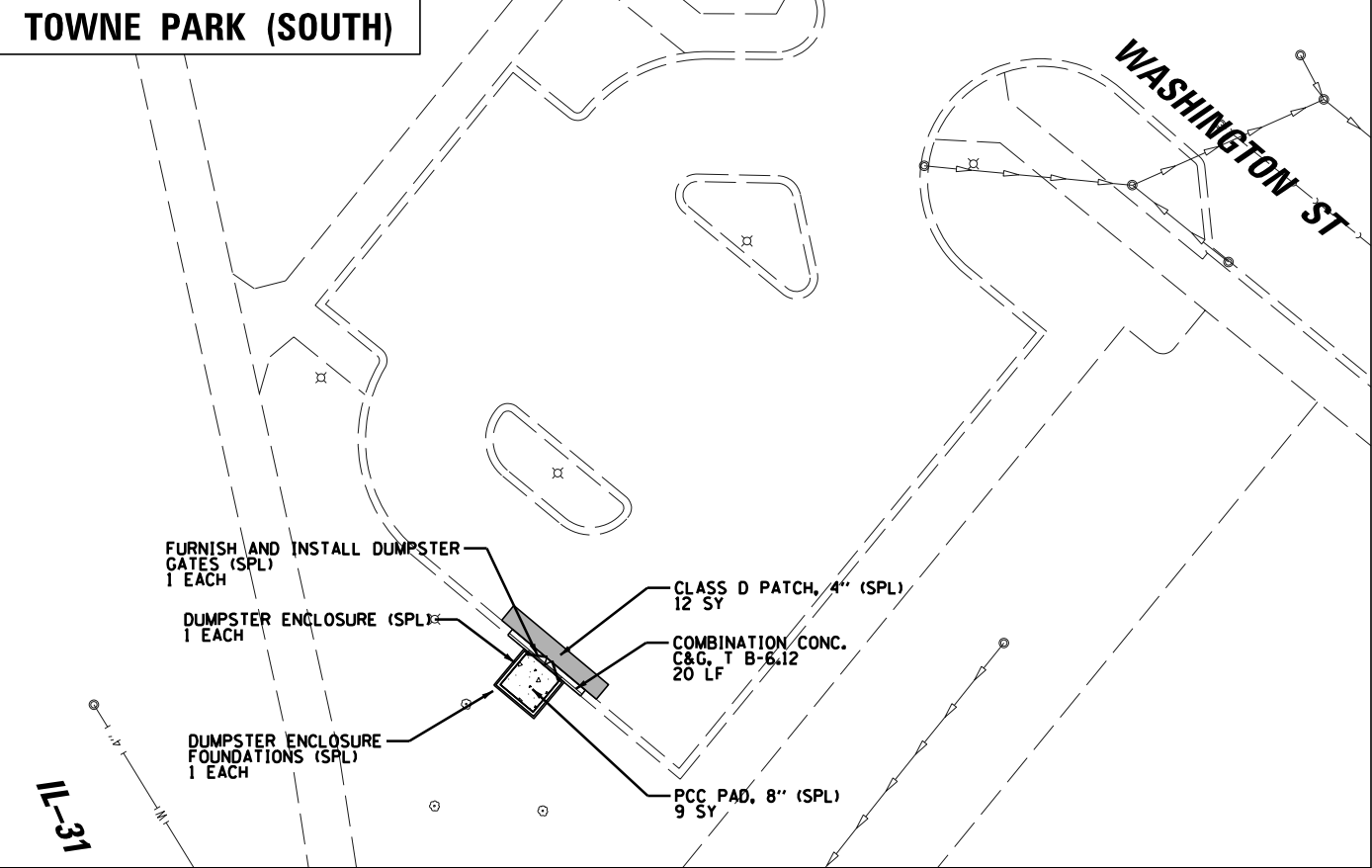
By: _____ Date: _____

By:  _____ Date: 3/24/2026
Principal

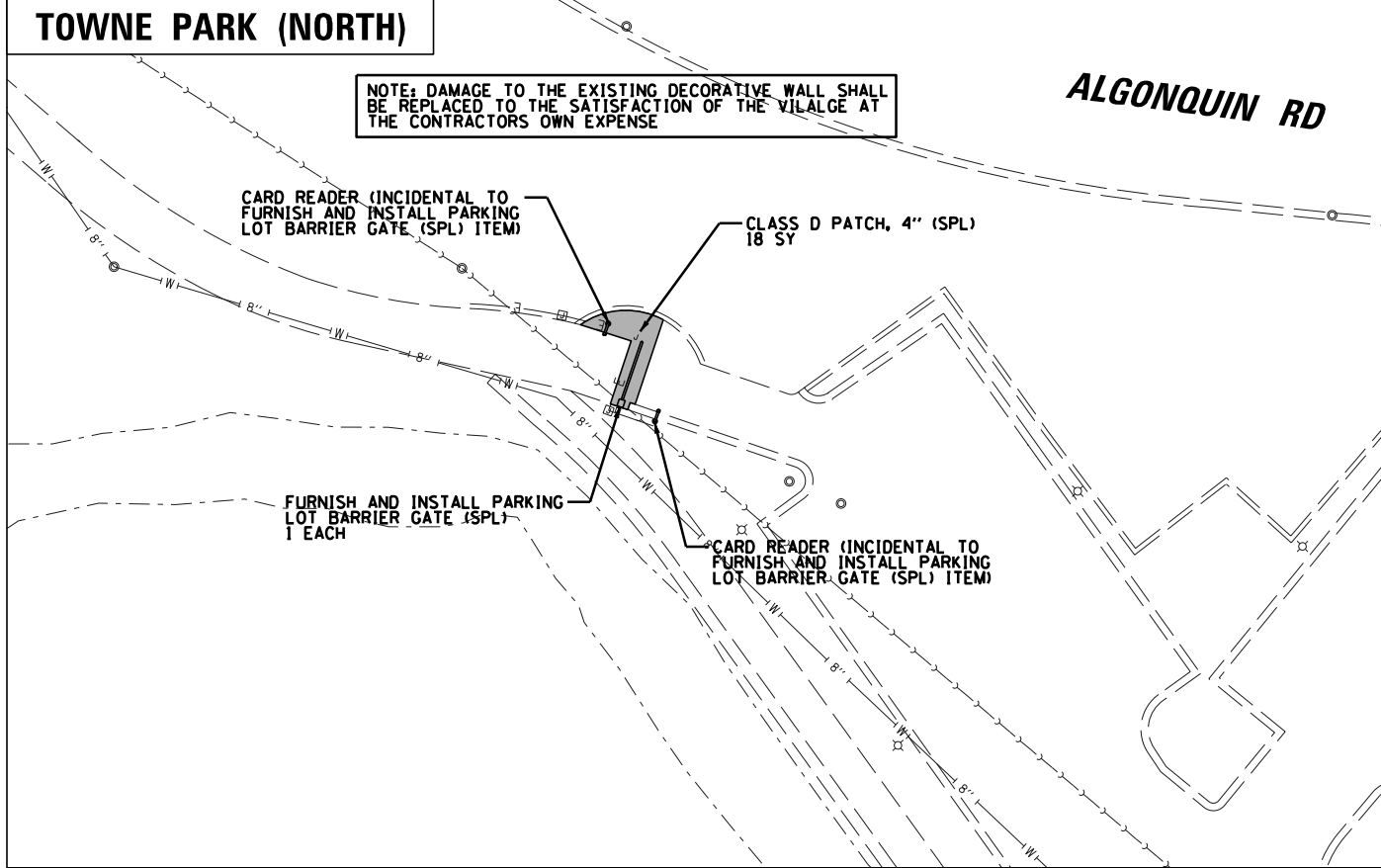
Attest: _____ Date: _____

By:  _____ Date: 3/24/2026
Principal

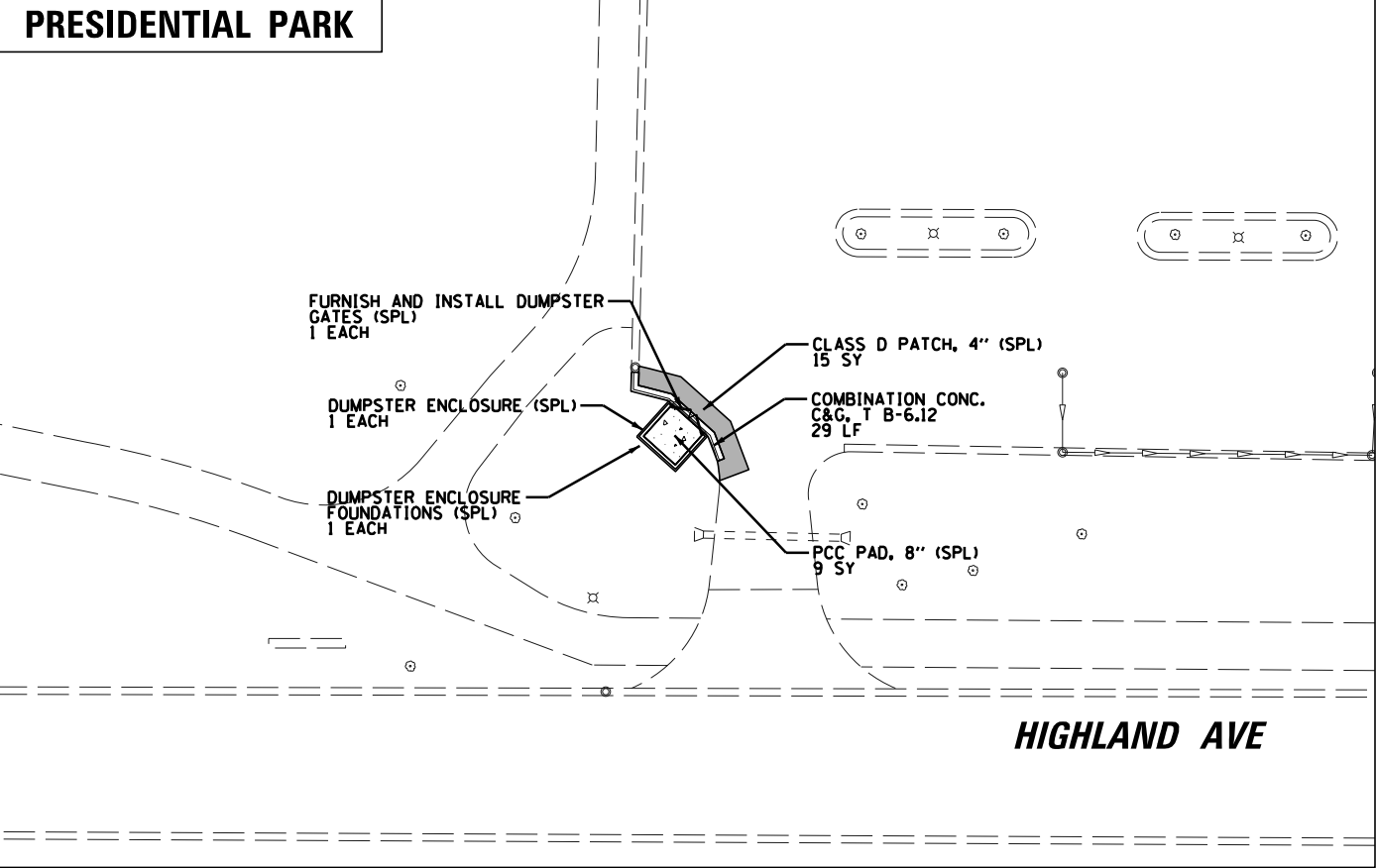
TOWNE PARK (SOUTH)



TOWNE PARK (NORTH)

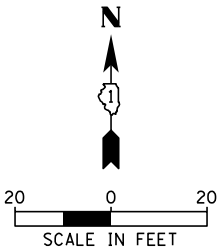


PRESIDENTIAL PARK



LEGEND

- DUMPSTER ENCLOSURE FOUNDATIONS (SPL)
- DUMPSTER ENCLOSURE (SPL)
- FURNISH AND INSTALL DUMPSTER GATES (SPL)
- COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DEPRESSED AT SHADED AREAS)
- PORTLAND CEMENT CONCRETE PAD, 8 INCH (SPL)
- CLASS D PATCHES, 4 INCH (SPL)



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

CLIENT:



THE VILLAGE OF
ALGONQUIN
ILLINOIS

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	DWN.	CHKD.	SCALE	PLOT DATE	CAD USER
								40'	3/17/2026	vtursi
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FILE NAME	N:\Algonquin\00050.00259\Civil\PRO_00050.00259.SHT									

TITLE:

DUMPSTER ENCLOSURE AND BARRIER
GATE IMPROVEMENTS
PROPOSED PLAN

PROJ. NO.	010150.00259
DATE	3/17/2026
SHEET	5 OF 8
DRAWING NO.	5



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 14, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Cliff Ganek, Deputy Director of Public Works/Village Engineer

SUBJECT: Approval of Engineering Services Proposal – Fox River Floodplain Analysis and LOMR with Christopher B. Burke Engineering, Ltd.

The proposed project evaluates whether the 2024 removal of the Carpentersville Dam has altered flood conditions along the Fox River through Algonquin. The current FEMA Flood Insurance Rate Maps (FIRMs) do not reflect post-removal conditions, and there is potential that the Base Flood Elevation (BFE) and associated floodplain limits may have changed.

The scope of work includes:

- Collection of updated field data using drone surveys of river cross-sections
- Updating and running hydraulic models of the Fox River
- Evaluating changes in flood elevations and floodplain boundaries
- If warranted, preparation and submittal of a Letter of Map Revision (LOMR) to FEMA

Phase 1 – Preliminary Analysis

- Focuses on targeted data collection and initial hydraulic modeling
- Compares updated river conditions to existing FEMA models
- Determines whether the removal of the Carpentersville Dam has resulted in a measurable reduction in the Base Flood Elevation

This phase serves as a screening tool. If results show no meaningful reduction in flood elevations, the project can be concluded without incurring additional costs.

Phase 2 – Detailed Modeling and Regulatory Approval

- Initiated only if Phase 1 confirms a reduction in flood elevations
- Includes expanded survey work, refined modeling, and full floodway analysis
- Requires coordination with multiple agencies and jurisdictions
- Culminates in the preparation and submission of a LOMR to FEMA

Phase 2 is more time-intensive due to the need for coordination with multiple agencies and stakeholders, including Algonquin, Carpentersville, Kane, and McHenry Counties, as well as compliance with the Endangered Species Act. Additionally, the process requires multiple layers of

review and approval through IDNR-OWR and FEMA, along with iterative review cycles and formal concurrence from all affected parties.

If the study determines that the floodplain has been reduced, properties currently within the mapped floodplain, both residential and commercial, may see meaningful benefits. These could include removal from the regulatory floodplain, reduced or eliminated flood insurance requirements, and fewer development constraints, all of which can improve property values, support reinvestment, and enhance redevelopment opportunities along the river corridor.

Summary

- Phase 1 includes data collection and hydraulic modeling to determine if flood elevations have changed.
- Phase 1 cost is \$28,828. Phase II is \$90,030. **Phase 2 will not occur unless a reduction in flood elevations is identified.**
- If warranted, Phase 2 would complete detailed modeling and regulatory approvals to revise FEMA floodplain maps, potentially benefiting residential and commercial properties through reduced flood risk and regulatory impacts.
- Available funds needed for Phase 1 are included in the Natural Area & Drainage Fund for F2026/27.

Staff recommends that the Committee of the Whole move this item forward to the Village Board for approval in the full amount of \$118,858, understanding that if sufficient evidence is not gathered to demonstrate a change to the floodway, work will be stopped after only the phase I investigation in the amount of \$28,828.

**Consulting Engineering
Master Agreement Work Order Form**

I. Incorporation of Master Agreement

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

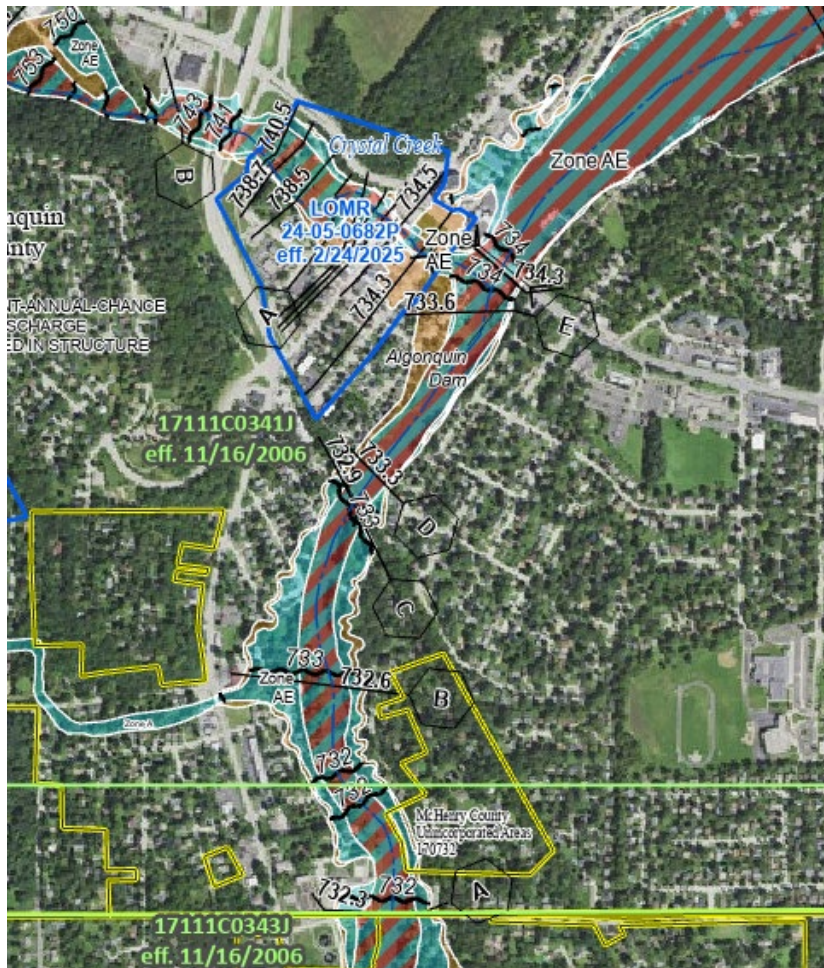
II. Project Understanding

A. General Understanding/Assumptions

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to perform initial hydraulic modeling of the Fox River based on survey data and the removal of the Carpentersville Dam. If the results of the initial hydraulic modeling show a decrease in the 100-year Base Flood Elevation (BFE) of the Fox River in Algonquin, CBBEL will perform additional survey of selected areas, update the hydraulic modeling and apply for a Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) for the Village of Algonquin (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services, and Staff-Hour & Fee Summary.

Phase 1

We understand the Carpentersville Dam on the Fox River was removed in 2024 and the effects of the dam removal have not been modeled for the Fox River. According to a review of the FEMA Flood Insurance Rate Map (FIRM) Map 17089C0156H, effective August 3, 2009, Zone AE floodplain has a 2-foot change from the upstream side of the dam (BFE = 725) to the downstream side (BFE = 723). The BFE at the Algonquin Dam is 734. We understand the Village would like CBBEL to determine if there is a decrease in the BFE through Algonquin resulting from the Carpentersville Dam removal. We will request the regulatory hydraulic model of the Fox River from the Illinois State Water Survey (ISWS). If they cannot provide it, we will request it from FEMA. A portion of the FIRM of the Fox River in Algonquin is shown below.



A portion of the FIRM of the Fox River in Algonquin

According to the FIRM, there are 12 cross-sections in the hydraulic model of the Fox River between the Carpentersville Dam and the Algonquin Dam. We propose to have 6 of the cross-sections surveyed using a drone by our subconsultant Spaceco, Inc.. The drone survey data will allow us to compare the regulatory cross-sections from the hydraulic model with 2026 survey data to compare changes. We will input the 2026 survey data, including the new topography where the Carpentersville Dam was removed, into the hydraulic model and analyze any changes to the BFE in Algonquin. We will prepare a memorandum to the Village summarizing our findings. If the findings produce a lower BFE in Algonquin because of the Carpentersville Dam removal, we will move on to the second phase of this project. If the results are not favorable, our work on this project will cease.

Phase 2

For the second phase of the project, a drone survey of specific areas identified by the Village that have changed over the last 10 to 20 years will be completed, as well as additional cross-sections across the Fox River. Spaceco, Inc. will perform the drone survey. The Fox River regulatory model will be revised to reflect the information provided by the drone survey. Subsequently, we will run the hydraulic model to determine the

resulting BFE. A floodway analysis will also be completed to redefine the floodway through the reach with the lower BFE.

Once we have an acceptable hydraulic model, we will prepare the LOMR request that will include the necessary MT-2 forms, an assessment of the Endangered Species Act compliance, and request for Village concurrence from Algonquin and Carpentersville, and Kane and McHenry Counties for unincorporated areas. Included in the LOMR request will be a report summarizing the hydraulic analysis of the floodplain and floodway changes. Upon concurrence from the Villages, the LOMR will be submitted to the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) showing the revised floodplain and floodway boundaries. Upon receipt of IDNR-OWR approval, we will submit the LOMR request to FEMA.

III. Scope of Services

A. Engineering Services

Phase 1

Task A.1.1 – Request Regulatory Model: CBBEL will request and review the regulatory hydraulic model for the Fox River from the ISWS. If the ISWS cannot provide it, a request will be made to FEMA. Once received, we will review the hydraulic model for the study area between the Carpentersville Dam and the Algonquin Dam.

Task A.1.2 – Drone Survey of Fox River Cross-Sections: Six (6) cross-section locations from the regular hydraulic model will be flown with a drone by Spaceco, Inc. to collect survey data. The location of the former Carpentersville Dam will also be surveyed. No data will be collected below the water surface of the Fox River.

Task A.1.3 – Updated Existing Conditions Hydraulic Modeling: We will compare the surveyed cross-sections from Task A.1.2 to the cross-sections in the regulatory hydraulic model. Using the drone survey data of the 6 cross-sections of the Fox River, we will update the hydraulic model of the Fox River to include the new survey information. We will utilize the regulatory flowrates for the Fox River and will not perform any hydrologic analysis. The steady-state hydraulic model will produce the 10- and 100-year flood profiles. A floodway will not be determined.

Task A.1.4 – Summary Memorandum: We will prepare a summary memorandum for the Village containing our findings from Task A.1.3.

Phase 2

Task A.2.1 – Additional Drone Survey: CBBEL will work with the Village to determine locations to survey within the floodplain of the Fox River in Algonquin.

We will have Spaceco, Inc. survey the identified areas and additional cross-section locations of the Fox River. No data will be collected below the water surface of the Fox River.

Task A.2.2 – Enhanced Existing Conditions Hydraulic Modeling: We will revise the hydraulic model prepared in Phase 1 Task A.1.3 to reflect the additional survey information gained in the Task A.2.1. The hydraulic model will be used to produce the 10- and 100-year flood profiles that result from the enhanced drone survey and Carpentersville Dam removal. We will delineate a new floodway that corresponds to the decreased floodplain area. The floodplain and floodway will need to be tied into the current floodplain and floodway upstream of the Carpentersville Dam.

Task A.2.3 – Summary Report: We will prepare a report that incorporates the existing and enhanced existing conditions analyses and provide it to the Village for review.

Task A.2.4 – Coordination with Affected Communities: Because the floodplain changes will be in Carpentersville, Algonquin, Forest Preserve District, and possibly Unincorporated areas, we will need to coordinate with all entities to receive concurrence on the proposed map changes. We will coordinate with the entities to share the results and request sign-off on the proper forms for the map revision.

Task A.2.5 – Endangered Species Act Compliance: CBBEL Environmental Resources staff will perform the necessary site and review work to prepare the documentation needed for compliance with the Endangered Species Act as part of the LOMR request.

Task A.2.6 – IDNR-OWR Submittal: We will submit our summary report to IDNR-OWR for review and concurrence of the revised BFEs and floodway. **The cost for this task does NOT include the IDNR-OWR review fee. We assume the Village will provide the review fee.**

Task A.2.7 – LOMR Request Submittal: CBBEL will complete the FEMA MT-2 forms and prepare a package to submit to you and Carpentersville for Community concurrence. The package will include an annotated FIRM and Endangered Species Act compliance. After the Villages concurrence, the LOMR request will be submitted to FEMA. This task assumes two responses to review comments per regulatory agency. **The cost for this task does NOT include the FEMA LOMR review fee. We assume the Village will provide the review fee.**

Task A.2.8 – Project Coordination: We estimate various meetings with the regulatory agencies and entities involved with the map revision, as well as coordination to keep the map revision moving forward and all entities informed.

IV. Staff-Hour & Fee Summary

A. Engineering Services

Phase 1			
Task A.1.1 Request Regulatory Model			
Engineer V	10 hrs x \$208/hr	=	\$2,080
Engineer III	20 hrs x \$157/hr	=	\$3,140
Task A.1.2 Drone Survey of Fox River Cross-Sections			
Spaceco, Inc.	Sub-consultant		\$9,000
Task A.1.3 Updated Existing Conditions Hydraulic Modeling			
Engineer V	30 hrs x \$208/hr	=	\$6,240
Engineer III	40 hrs x \$157/hr	=	\$6,280
Task A.1.4 Summary Memorandum			
Engineer V	4 hrs x \$208/hr	=	\$832
Engineer III	8 hrs x \$157/hr	=	\$1,256
Phase 1 - Sub-total			\$28,828
Phase 2			
Task A.2.1 Additional Drone Survey			
Spaceco, Inc.	Sub-consultant		\$14,000
Task A.2.2 Enhanced Existing Conditions Hydraulic Modeling			
Engineer V	24 hrs x \$208/hr	=	\$4,992
Engineer III	30 hrs x \$157/hr	=	\$4,710
Task A.2.3 Summary Report			
Engineer V	12 hrs x \$208/hr	=	\$2,496
Engineer III	20 hrs x \$157/hr	=	\$3,140
Task A.2.4 Coordination with Affected Communities			
Engineer V	40 hrs x \$208/hr	=	\$8,320
Engineer III	16 hrs x \$157/hr	=	\$2,512
Task A.2.5 Endangered Species Act Compliance			
Env. Res. Specialist V	16 hrs x \$208/hr	=	\$3,328
Env. Res. Specialist III	20 hrs x \$145/hr	=	\$2,900
Task A.2.6 IDNR-OWR Submittal*			
Engineer V	24 hrs x \$208/hr	=	\$4,992
Engineer III	80 hrs x \$157/hr	=	\$12,560
Task A.2.7 LOMR Request Submittal*			
Engineer V	32 hrs x \$208/hr	=	\$6,656

Engineer III	60 hrs x \$157/hr	=	\$9,420
Task A.2.8 Project Coordination			
Engineer V	24 hrs x \$208/hr	=	\$4,992
Engineer III	16 hrs x \$157/hr	=	\$2,512
Phase 2 – Sub-total			\$87,530
Direct Costs	(Itemization)		\$2,500
Total			\$118,858

*Please note that review fees noted in Tasks 2.5 and 2.6 are NOT included in the above fee.

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 3/3/2026

TTB/JMG/hmc
N:\PROPOSALS\ADMIN\2026\Algonquin Fox River LOMR\Algonquin Fox River LOMR_02182026 DRAFT.docx

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	242
Engineer V.....	208
Engineer IV.....	175
Engineer III.....	157
Engineer I/II.....	135
Survey V.....	208
Survey IV.....	196
Survey III.....	179
Survey II.....	140
Survey I.....	119
Engineering Technician V.....	191
Engineering Technician IV.....	170
Engineering Technician III.....	123
Engineering Technician I/II.....	95
CAD Manager.....	187
CAD II.....	136
CAD I.....	119
GIS Specialist III.....	157
Landscape Architect II.....	179
Landscape Architect I.....	157
Landscape Designer III.....	136
Landscape Designer I/II.....	106
Environmental Resource Specialist V.....	208
Environmental Resource Specialist IV.....	170
Environmental Resource Specialist III.....	145
Environmental Resource Specialist I/II.....	110
Environmental Resource Technician.....	123
Bus Ops Department.....	120
Engineering Intern.....	81

Updated January 13, 2025



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 14, 2026

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Nadim Badran, Deputy Village Manager/Director of Public Works

SUBJECT: Approval of Construction, Oversight, and Purchase Agreements for the Public Works Shared Yard Improvement Project

Since June of 2024, the Village has been working with McHenry County to design a shared yard facility at 110 Mitchard Way, that would allow for increased service levels for winter operations through the use of a shared salt dome and brine farm. In March 2026, an IGA was executed with McHenry County for long-term maintenance and access to the site, as well as detailing the cost share of the improvements, with the County covering 55% of the construction costs, estimated at \$6,716,000.

The agencies released the project for bid in March and opened bids in April. Unlike a traditional Public Works project that includes awarding a low bid to a general contractor, who then hires sub-contractors, the Village is using a construction manager approach to the project. Under this type of contract, rather than only holding one general contract, the Village will hold direct contracts with each trade. This approach is utilized when there are enough unique trades and a significant project size that allows for each trade to bid competitively. This also eliminates the 10% markup general contractors place on their subs for their profit, which should lead to a project savings. The full bid recommendation list is attached; however, the summary table below details the 11 contracts, the low bidder, and their price.

Contract #	Contract	Contractor	Base Bid	Alternate	Total Contract Value
1	Demolition	Johler Demolition, Inc.	\$ 35,800.00	\$ -	\$ 35,800.00
2	Earthwork	Doetsch Contractors, Inc.	\$ 370,000.00	\$ 21,000.00	\$ 391,000.00
3	Site Utilities	DK Contractors, Inc.	\$ 337,281.00	\$ 44,059.00	\$ 381,340.00
4	Concrete	Eagle Concrete, inc.	\$ 1,346,800.00	\$ -	\$ 1,346,800.00
5	Asphalt Paving	Schroeder Asphalt	\$ 574,000.00	\$ -	\$ 574,000.00
6	Landscaping	Landworks, Ltd	\$ 45,850.00	\$ 31,880.00	\$ 77,730.00
7	General Trades	Hargrave Builders, Inc.	\$ 307,450.00	\$ -	\$ 307,450.00
8	Roofing	J&F Chiatello Construction	\$ 49,182.00	\$ -	\$ 49,182.00
9	Electrical	Associated Electrical Contractors	\$ 179,000.00	\$ -	\$ 179,000.00
10	Fabricated Structures	Bulk Storage	\$ 983,036.00	\$ -	\$ 983,036.00
11	Conveying Equipment	Kimco, USA, Inc	\$ 322,198.70	\$ -	\$ 322,198.70
	TOTAL		\$4,550,597.70	\$96,939.00	\$ 4,647,536.70

The engineer's estimate of construction costs including alternates was \$5,035,000. The total value of the contracts listed above, including alternates is \$4,647,536.70, meaning it was a very successful bid

process. In addition to the construction contracts listed above, staff is also recommending the following contracts be approved for the project:

1. Construction oversight and administration of general conditions to Featherstone, Inc, which coordinated the design of the project, in the amount not to exceed \$620,700.76. Of this fee, \$437,892 is for oversight which is 9.4% of the construction value, below the standard for most oversight contracts. The remaining fee is for reimbursables to Featherstone for administering the general terms of the contract (dumpsters, restrooms, coordination, etc.). Featherstone has performed exceptionally well to date and staff is confident in their ability to run the project.
2. A purchase contract for the attached Henderson Brine Maker through the Joint Purchasing Cooperative, Sourcewell, in the competitively bid amount of \$276,909.30. Staff is recommending this purchase to once again eliminate a markup from a contractor, but also due to the lead time of 2-3 months to acquire the unit.

It is important to note that on a general Public Works construction project, staff budgets for contingencies in the amount of 5-10% of the construction cost with the general contractor. Since there is no general contractor in this project, and contingencies cannot be budgeted across 11 different contracts, contingencies will be managed via change orders. These contingencies will vary based on the trade and amount of work. To keep the project moving forward and ensure completion prior to next winter, staff will authorize change orders deemed reasonable, balance them at the conclusion of the project, and bring them back to the Board for ratification.

The IGA with the County approved by each agencies' Boards included an anticipated overall cost of \$6,716,000, which accounted for all the proposed contracts listed in this memo and contingencies. After conducting the bid opening, the total overall cost of all work, purchases, and oversight totals \$5,545,146.76, well under the anticipated IGA amount. It is anticipated there will be 5-10% contingency costs added via change order, therefore the overall project cost will likely finish in a higher amount but will remain well below the approved IGA amount. The County will remain responsible for 55% of the shared improvements, and will provide the Village with 55% of the anticipated cost up front. The Village will serve as the contracts holder and manage the project.

Summary

1. The Village and County have wrapped up design of the shared yard project and have hosted a successful bid opening.
2. Under the construction manager form of project administration, the Village will hold direct contracts with the 11 trades that will be part of the project. Each contract was competitively bid. Staff is recommending approval of the 11 contracts listed in the table above at the next meeting.
3. The Village and County would like to continue using Featherstone for the next phase of the project to provide construction oversight services and administer general conditions.
4. The Brine System will also need to be purchased separately through a joint purchasing cooperative to avoid long lead times and contractor markups.
5. Contingencies cannot be budgeted across all 11 contracts; therefore, it will be managed by staff via change orders and brought to the board for final approval of all contracts upon completion of the project.

Recommendation

Staff recommends the Village Board advance the listed contracts for oversight, construction, and equipment purchases to the next Village Board meeting for approval (total value of contracts - \$5,545,146.76). If advanced to the next Village Board meeting for approval, the agenda will include 13 separate resolutions awarding agreements and authorizing purchases with each respective trade/firm/manufacturer. These resolutions will cover all 11 construction contracts, the oversight

agreement with Featherstone and the purchase contract with Henderson for the Brine Maker. Sufficient funds are budgeted and available in the upcoming year to fully cover this cost in conjunction with the County's 55% cost share.

Attachments

1. Bid Tabulation and Recommendation
2. Henderson Sourcewell Quote
3. Featherstone Oversight and General Conditions



April 8th, 2026

Mr. Nadim Badran
Deputy Village Manager/Director of Public Works
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Re: Village of Algonquin / McHenry County Shared Maintenance Facility
Letter of Bid Award Recommendation

Dear Nadim,

This letter is in response to the Village of Algonquin's request to prepare a formal written recommendation for the Owner's award of bids received on April 1st, 2026.

Attached is the Bid Tabulation Sheet dated March 8th, 2026, that documents the proposal forms as received, opened, and read publicly on April 1st, 2026. The green highlighted contractor is recommended for the award.

Then lastly is our attached Recommendation Contract Table dated April 8th, 2026.

Featherstone has procured all bids through the public bidding requirements; public notification was issued via the Daily Herald. The recommended contractors have been vetted by Featherstone by reviewing the required AIA 305 Documentation (Contractor's Qualification Statement). Featherstone has contacted, provided recommendations, and reviewed publicly available documentation (LLC standing, OSHA and lien searches) to verify that the recommended bidder is qualified to complete the project.

Brine System to be purchased off Sourcewell Contract. This contracts have been competitively bid for government agencies to purchase off of.

The following is Featherstone Inc.'s recommendation for consideration. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kevin Burke', is written over a light blue circular background.

Kevin Burke

Algonquin & McHenry County Shared Yard Improvements

Bid Results

April 1st, 2026 @ 1:00 PM

Company Name	Base Bid	Bid Security	Alternate #1 Deduct (2) Materials Storage Bins	Alternate #2 Mitchard Way Detention Basin	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Voluntary Alternate #1	Alt. Subtotal: Total Adjusted Bid
01 Demolition							
Johler Demolition, Inc.	35,800.00	☐					35,800.00
Alpine Demolition Services, LLC	48,700.00	☐	N/A	N/A	N/A		48,700.00
National Wrecking Company	69,600.00	☐	No Bid	No Bid	No Bid		69,600.00
02 Earthwork							
						Storage Shed Excavation & Backfill	
Doetsch Contractors, Inc.	370,000.00	☐	(6,600.00)	21,000.00			21,000.00 391,000.00
Professional Paving	432,084.75	☐	N/A	N/A	N/A	4,950.00	432,084.75
Berger Excavating Contractors, Inc.	597,000.00	☐	(4,000.00)	39,000.00		N/A	597,000.00
DK Contractors, Inc.	617,818.00	☐	(5,149.00)	33,795.00			0.00 617,818.00
03 Site Utilities							
						Credit if Awarded DP02 - Earthwork (14,000.00)	
DK Contractors, Inc.	337,281.00	☐		44,059.00			44,059.00 381,340.00
Doetsch Contractors, Inc.	382,200.00	☐		63,421.60			63,421.60 445,621.60
Stark & Son Trenching, Inc.	383,375.00	☐	No Bid	50,105.00	No Bid		50,105.00 433,480.00
Berger Excavating Contractors, Inc.	427,000.00	☐	N/A	55,000.00	N/A		55,000.00 482,000.00
04 Concrete & Concrete Paving							
Eagle Concrete, Inc.	1,346,800.00	☐	(12,420.00)	N/A	(44,000.00)		1,346,800.00
Boller Construction Co Inc	1,638,000.00	☐	(80,000.00)	N/A	(46,000.00)		1,638,000.00
Abbey Construction Co., Inc.	1,711,992.00	☐	(63,892.00)	N/A	(55,008.00)		1,711,992.00
Elliot Construction Corporation	1,786,560.00	☐	(115,400.00)	N/A	(37,920.00)		1,786,560.00
05 Asphalt Paving							
						Credit if Awarded Both Contracts Bid (2 &5) (15,000.00)	
Schroeder Asphalt Services, Inc.	574,000.00	☐	N/A	N/A	N/A		574,000.00
Abbey Construction Co., Inc.	607,760.00	☐	N/A	N/A	N/A		
Chicagoland Paving, Inc.	710,000.00	☐	4,500.00	N/A	N/A		4,500.00
Professional Paving and Concrete	931,493.66	☐	N/A	N/A	N/A		(15,000.00) 916,493.66
06 Landscaping							
Landworks, Ltd	45,850.00	☐	0.00	31,880.00	0		31,880.00 77,730.00
Cox Landscaping LLC	50,000.00	☐	N/A	59,410.00			59,410.00 109,410.00
Sexton Landscape Concepts	52,500.00	☐		30,000.00			30,000.00 82,500.00
07 General Trades							
Hargrave Builders, Inc.	307,450.00	☐	(20,000.00)	N/A	17,400.00	N/A	307,450.00
Wendell Builders, Inc.	391,161.00	☐	(19,100.00)		52,600.00		391,161.00
Boller Construction Co Inc	438,200.00	☐	(27,300.00)		33,700.00		438,200.00
Edwin Anderson Construction Company	467,000.00	☐	(47,100.00)		28,200.00		467,000.00
08 Roofing							
						Pump house siding	
Waukegan Roofing Co., Inc	35,000.00	☐	(2,000.00)				35,000.00
J&F Chiatello Construction, Inc	49,182.00	☐	(12,082.00)				49,182.00
All American Exterior Solutions	59,000.00	☐	(3,200.00)	N/A	N/A		59,000.00
Filotto Construction, Inc	62,580.00	☐	(6,480.00)				62,580.00
L Marshall Roofing and Sheet Metal, Inc	96,000.00	☐	(10,000.00)	N/A	N/A		96,000.00
Seal Tight Exteriors, Inc Roofing & Sheet Metal	134,250.00	☐	(9,700.00)	N/A	N/A	17,150.00	134,250.00
09 Electrical							
Associated Electrical Contractors, LLC	179,000.00	☐	(2,100.00)	N/A	N/A		179,000.00
R.I.C Electric	215,750.68	☐	(2,617.49)	N/A	N/A		215,750.68
Krause Electrical Contractors	333,786.00	☐	(2,772.00)	N/A	N/A		333,786.00
10 Fabricated Engineered Structures (Salt Dome)							
Marcus Construction	687,190.00	☐					687,190.00
Bulk Storage Inc	983,036.00	☐	N/A	N/A	N/A		983,036.00
11 Coneying Equipment							
Kimco USA Inc	322,198.70	☐					322,198.70
Subtotal Recommended Contractor Bid							4,647,636.70

Algonquin & McHenry County Shared Yard Improvements
Recommended Contractor Table

April 8, 2026

Contract 01 - Demolition - Johler Demolition, Inc

Base Bid	35,800.00
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Total Adjusted Contract:	35,800.00
---------------------------------	------------------

Contract 02 - Earthwork - Doetsch Contractors, Inc.

Base Bid	370,000.00
----------	------------

Alternate #2 Mitchard Way Detention Basin	21,000.00
---	-----------

Total Adjusted Contract:	391,000.00
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Contract: 03 - Site Utilities - DK Contractors, Inc.

Base Bid	337,281.00
----------	------------

Alternate #2 Mitchard Way Detention Basin	44,059.00
---	-----------

Total Adjusted Contract:	381,340.00
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Contract 04 - Concrete & Concrete Paving - Eagle Concrete, Inc

Base Bid	1,346,800.00
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Total Adjusted Contract:	1,346,800.00
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Contract 05 - Asphalt Paving - Shroeder Asphalt Services, Inc.

Base Bid	574,000.00
----------	------------

Total Adjusted Contract:	574,000.00
---------------------------------	-------------------

Algonquin & McHenry County Shared Yard Improvements
Recommended Contractor Table

April 8, 2026

Contract 06 - Landscaping - Landworks, Ltd

Base Bid	45,850.00
Alternate #2 Mitchard Way Detention Basin	31,880.00

Total Adjusted Contract:	77,730.00
---------------------------------	------------------

Contract 07 - General Trades - Hargrave Builders, Inc

Base Bid	307,450.00
----------	------------

Total Adjusted Contract:	307,450.00
---------------------------------	-------------------

Contract 08 - Roofing - J&F Chiatello Construction, Inc

Base Bid	49,182.00
----------	-----------

Total Adjusted Contract:	49,182.00
---------------------------------	------------------

Contract 09 - Electrical - Associated Electrical Contractors, LLC

Base Bid	179,000.00
----------	------------

Total Adjusted Contract:	179,000.00
---------------------------------	-------------------

Contract 10 - Fabricated Engineered Structures (Salt Dome) - Bulk Storage Inc

Base Bid	983,036.00
----------	------------

Total Adjusted Contract:	983,036.00
---------------------------------	-------------------

Algonquin & McHenry County Shared Yard Improvements
Recommended Contractor Table

April 8, 2026

Contract 11 - Coneying Equipment - Kimco USA, Inc.

Base Bid	322,198.70
----------	------------

Total Adjusted Contract:	322,198.70
---------------------------------	-------------------

Total Recommended Contractors	4,647,536.70
--------------------------------------	---------------------

Construction Manger - Featherstone Inc

Base Bid	437,892.27
----------	------------

Total Adjusted Contract:	437,892.27
---------------------------------	-------------------

General Conditions - Featherstone Inc

Base Bid	182,808.49
----------	------------

Total Adjusted Contract:	182,808.49
---------------------------------	-------------------

Total Recommended Construction Manger / General Condtnions Cost	620,700.76
--	-------------------

Owner Purchase / FFE - Henderson Design

Base Bid	276,909.30
----------	------------

Total Adjusted Contract:	276,909.30
---------------------------------	-------------------

Total Recommended Owner Purchase Contractors	276,909.30
---	-------------------

Total Recommended Owner & Contractor Contract Amount	5,545,146.76
---	---------------------



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
3/27/2026	1

CUSTOMER: Village of Algonquin
CONTACT:
ADDRESS: 110 Mitchard Way
Algonquin, Illinois 60102

PHONE: (847) 658-2700

FAX:

EMAIL:

QUOTE ID: 195186-16
QUOTE DATE: 3/27/2026
VALID UNTIL: 6/25/2026
SOURCEWELL #1197
SALESPERSON: Glenn Beck
PHONE: 563-927-2828
CELL:
FAX: 563-927-2521
EMAIL: gbeck@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
1	QUOTE 195186-16: Village of Algonquin Brinemaking System - Henderson Sourcewell Contract # 031423-HPI CONFIGURATION 1-7: Brine Xtreme DESCRIPTION: BRINEX Infinity Brine Maker, Fixed Indoor Installation, No Hopper Cover, BRINE MAKING SYSTEM Salt Brine Maker Style: Infinity Brine Maker Installation Type: Fixed Indoor Installation Hopper Cover: No Hopper Cover Ladder Options: Ladder Extension, 2 FT SALINITY CONTROL Salinity Control Type: Ultimate controls Salinity Control Mounting: Remote mounted controls away from Brine Maker Salinity Control Pump Flow Rate: 200 GPM System output direction: Right hand output Controls Voltage: 208/220 Volt, 3 Phase Hopper Voltage: Infinity Controls 230V/1 Phase SALINITY CONTROL OPTIONS Low Salt Warning Light: Yes, low salt warning light Storage Tank Level Monitor: Yes, Storage Tank Level Monitor (Kit 191033) Waterline Air Purge: No waterline air purge Cellular Gateway: Cellular Gateway (1 year free access included) Recycled Water Type: No, will not have recycled water TRUCK FILLING Truck Fill/Brine Production Type: Salinity control dedicated to Brine, add-on fill point reqd Salinity control agitation: No Salinity Control Agitation Number of truck fills: Fill 2 trucks simultaneously Number of products (including brine) to blend: Brine + 1 Product	\$86,027.00 \$78,277.00 \$1,858.00 \$480.00 (\$1,093.00) \$568.00 \$2,625.00 \$18,719.00 \$2,222.00	\$86,027.00 \$78,277.00 \$1,858.00 \$480.00 (\$1,093.00) \$568.00 \$2,625.00 \$18,719.00 \$2,222.00



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
3/27/2026	2

CUSTOMER: Village of Algonquin
CONTACT:
ADDRESS: 110 Mitchard Way
Algonquin, Illinois 60102

PHONE: (847) 658-2700

FAX:

EMAIL:

QUOTE ID: 195186-16
QUOTE DATE: 3/27/2026
VALID UNTIL: 6/25/2026
SOURCEWELL #1197
SALESPERSON: Glenn Beck
PHONE: 563-927-2828
CELL:
FAX: 563-927-2521
EMAIL: gbeck@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	Quantity of micro-ingredients to blend: No Micro Ingredients Blend		
	ADD-ON MODULES		
	Add-On Modules: 2 Add-On Fill Modules	\$44,221.00	\$44,221.00
	ADD-ON MODULE 1		
	1st Add-On Flow Rate Total: 200 GPM for 1st Add-On		
	1st Add-On Agitation: No Agitation For 1st Add-On		
	1st Add-On QTY Of Fill Points: 2 Fill Points for 1st Add-On	\$14,856.00	\$14,856.00
	ADD-ON MODULE 2		
	2nd Add-On Flow Rate Total: 200 GPM for 2nd Add-On		
	2nd Add-On Agitation: No Agitation For 2nd Add-On		
	2nd Add-On QTY Of Fill Points: 2 Fill Points for 2nd Add-On	\$14,856.00	\$14,856.00
	Custom Options		
	Custom Option Fields: Note Custom Details Below		
	Custom Options		
	Option 1: Additional Radar Storage Level Sensor for Beet Heat Tanks	\$2,625.00	\$2,625.00
	Option 2: Installation Includes Storage Tank Plumbing 3in. Tubing	\$39,936.00	\$39,936.00
	Option 3: Freight	\$1,500.00	\$1,500.00
	End Customer: Algonquin		



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

Page 3

Quote #195186

Rev #16

DATE

PAGE

CUSTOMER:
CONTACT:
ADDRESS:

QUOTE ID:
QUOTE DATE:
VALID UNTIL:

PHONE:
FAX:
EMAIL:

SALESPERSON:
PHONE:
CELL:
FAX:
EMAIL:

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit. Signed: _____ Date: _____ All Terms and Conditions Apply. Terms of Sale Document available at: http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf		

Quote Total: \$307,677.00
10% Discount: (\$30,767.70)
Dealer Cost: \$276,909.30
0% Sales Tax: \$0.00
Total Dealer Cost: \$276,909.30



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

and the Construction Manager:
(Name, legal status, address, and other information)

Featherstone, Inc.
4610 Roslyn Road
Downers Grove, IL 60515

for the following Project:
(Name, location, and detailed description)

Village of Algonquin / McHenry County
Shared Maintenance Facility
110 Mitchard Way
Algonquin, IL 60102

The Architect:
(Name, legal status, address, and other information)

Williams Architects
One Pierce Plaza, Suite 550W
Itasca, IL 60143

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As defined in the Williams Architects Drawings below dated March 12, 2026, unless noted otherwise below.

GENERAL

G1.1 TITLE SHEET

CIVIL

C0.1 GENERAL NOTES & SPECIFICATIONS

C0.2 GENERAL NOTES & SPECIFICATIONS

C0.3 GENERAL NOTES & SPECIFICATIONS

C0.4 GENERAL NOTES & SPECIFICATIONS

C0.5 GENERAL NOTES & SPECIFICATIONS

C0.6 GENERAL NOTES & SPECIFICATIONS

C1.1 TIES AND BENCHMARKS

C1.2 TIES AND BENCHMARKS

C2.1 EXISTING CONDITIONS AND REMOVAL PLAN

C3.1 PROPOSED PLAN

C4.1 DRAINAGE PLAN

C5.1 GRADING PLAN

C5.2 GRADING PLAN

C5.3 STORMWATER BASIN PLANS

C6.1 SOIL EROSION AND SEDIMENT CONTROL PLAN

Init.

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C6.2 SOIL EROSION AND SEDIMENT CONTROL PLAN
C7.1 PAVEMENT MARKING PLAN
C8.1 CONSTRUCTION DETAILS
C8.2 CONSTRUCTION DETAILS
C8.3 CONSTRUCTION DETAILS
C8.4 CONSTRUCTION DETAILS
C8.5 CONSTRUCTION DETAILS
C8.6 CONSTRUCTION DETAILS
C8.7 CONSTRUCTION DETAILS
C8.8 CONSTRUCTION DETAILS

STRUCTURAL

S0.0 GENERAL NOTES
S0.1 GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS
S0.2 3D VIEWS
S1.0 FOUNDATION AND ROOF FRAMING PLANS AND DETAILS – MATERIAL STORAGE
S1.1 FOUNDATION PLAN AND DETAILS – BRINE TANK & PUMP HOUSE
S1.2 PUMP HOUSE WOOD ALTERNATE
S1.3 CONVEYOR PIT AND SHED STRUCTURE

ARCHITECTURAL

AD1.1 DEMOLITION SITE PLAN
AS1.1 OVERALL ARCHITECTURAL SITE PLAN
AS2.1 MATERIAL STORAGE BINS PLANS AND DETAILS
AS2.2 MATERIAL STORAGE BINS ELEVATIONS AND SECTIONS
AS3.1 BRINE TANK FARM PLAN AND ELEVATIONS
AS3.2 BRINE TANK FARM PLANS, SECTIONS, AND DETAILS
AS3.3 PUMP HOUSE EXTERIOR ELEVATIONS
AS3.4 PUMP HOUSE EXTERIOR ELEVATIONS – ALTERNATE BID
AS4.1 SALT DOME PLANS
AS4.2 SALT DOME SECTION AND ELEVATION
AS5.1 SALT DOME SHED PERSPECTIVE VIEWS

ELECTRICAL

E0.1 ELECTRICAL COVERSHEET
ED1.0 ELECTRICAL DEMOLITION SITE PLAN
E1.0 SITE PLAN – ELECTRICAL
E2.0 ENLARGED PLANS – ELECTRICAL
E3.0 ONE LINE DIAGRAM – ELECTRICAL
E4.0 ELECTRICAL SCHEDULES

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

As defined in the Williams Architects Drawings below dated March 12, 2026, unless noted otherwise below.

GENERAL

G1.1 TITLE SHEET

CIVIL

C0.1 GENERAL NOTES & SPECIFICATIONS
C0.2 GENERAL NOTES & SPECIFICATIONS
C0.3 GENERAL NOTES & SPECIFICATIONS
C0.4 GENERAL NOTES & SPECIFICATIONS
C0.5 GENERAL NOTES & SPECIFICATIONS

C0.6 GENERAL NOTES & SPECIFICATIONS
 C1.1 TIES AND BENCHMARKS
 C1.2 TIES AND BENCHMARKS
 C2.1 EXISTING CONDITIONS AND REMOVAL PLAN
 C3.1 PROPOSED PLAN
 C4.1 DRAINAGE PLAN
 C5.1 GRADING PLAN
 C5.2 GRADING PLAN
 C5.3 STORMWATER BASIN PLANS
 C6.1 SOIL EROSION AND SEDIMENT CONTROL PLAN
 C6.2 SOIL EROSION AND SEDIMENT CONTROL PLAN
 C7.1 PAVEMENT MARKING PLAN
 C8.1 CONSTRUCTION DETAILS
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 C8.4 CONSTRUCTION DETAILS
 C8.5 CONSTRUCTION DETAILS
 C8.6 CONSTRUCTION DETAILS
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 AS3.4 PUMP HOUSE EXTERIOR ELEVATIONS – ALTERNATE BID
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 E3.0 ONE LINE DIAGRAM – ELECTRICAL
 E4.0 ELECTRICAL SCHEDULES

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Item #	Description	75% Document Pricing
1	Site Work	1,263,802
2	Salt Dome	2,140,993
3	Materials Storage Structure	702,855
4	Brine Farm	560,781
5	Parking Lot Resurfacing	121,935
6	Subtotal Hard Costs	4,790,365
7		
8	Design Contingency	234,728
9	Construction Contingency	320,954
10	Design Fees	-
11	Construction Manager Fees	466,398
12	Project General Requirements	177,929
13	Owner Purchase	414,900
14	Subtotal Algonquin / McHenry County - Shared Maintenance Improvements	6,405,275
15		
16	Alternate #1 - Two Additional Materials Storage Bins	223,644
17	Alternate #2 - Mitchard Way Detention Basin	90,338
18	Subtotal Algonquin / McHenry County - Shared Maintenance Improvements - With Alternates	6,719,257

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

As defined in the attached Preliminary Project Schedule dated February 13, 2026

.2 Construction commencement date:

As defined in the attached Preliminary Project Schedule dated February 13, 2026

.3 Substantial Completion date or dates:

As defined in the attached Preliminary Project Schedule dated February 13, 2026

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid of Multiple Prime Contractors in one bid phases as defined in the attached Preliminary Project Schedule dated February 13, 2026

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Competitive bid of Multiple Prime Contractors in one bid phases as defined in the attached Preliminary Project Schedule dated February 13, 2026

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Mr. Nadim Badran,
Deputy Village Manager/Director of Public Works
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

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

.2 Geotechnical Engineer:

Rubino Engineer, Inc.
425 Shepard Drive
Elgin, IL 60123

.3 Civil Engineer:

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

.4 Contractors, as defined in Section 1.4:

Not applicable

.5 Separate Contractors, as defined in Section 1.4:

Not applicable

.6 Other, if any:

(List any other consultants retained by the Owner.)

Not applicable

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Mr. Tom Featherstone & Kevin Burke
Featherstone, Inc.
4610 Roslyn Road
Downers Grove, IL 60515

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Mr. Tom Featherstone - Project Executive
Mr. Kevin Burke – Senior Project Manager
Mr. Ryan Featherstone – Project Manager
Field Manager - TBD

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

Not applicable

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not applicable

§ 1.1.16 Other Initial Information on which this Agreement is based:

Not applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the

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Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with best practices and industry standards, and with the skill and care ordinarily provided by nationally recognized construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project, so as not to cause delay in the commencement of or the progress and completion of the work to be performed by Owner, Landscape Architect, any Contractor, or any consultant or subcontractor performing work on or for the Project site

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect or for the Landscape Architect's errors or omissions.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and written consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000) Combined single limit each accident

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate which must be maintained for a minimum of two years following Project completion.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

(Paragraphs deleted)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3 and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

The Construction Manager has completed the Design Phase Services as defined in the attached Village of Algonquin / McHenry County Shared Maintenance Facility Preconstruction Services Agreement dated July 24, 2026.

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager

shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design and 75% Completed Construction Documents, the Construction Manager shall prepare and update, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, and 75% Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for the purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibility for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated,

(2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

The Construction Manager has included the Bidding Phase Services as defined in the attached Village of Algonquin / McHenry County Shared Maintenance Facility Preconstruction Services Agreement dated July 24, 2026.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA

Document A232–2019, those modifications shall not affect the Construction Manager’s services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager’s responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, a minimum of monthly, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities monthly as part of the Progress Payment Report which the Construction Manager will certify and submit monthly. Cost Reports for the overall project will also be reported monthly in the form of a Cost Model Report which will include the original budget, contract amounts, and approved change orders to date, adjusted contract amounts, pending costs, and total commitment on a contract-by-contract basis.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager’s progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1** If specifically requested by Contractor, progress payments will be reviewed monthly as the Work progresses. No later than the 25th day of each month Contractor shall submit to the Construction Manager for approval a detailed estimate of the value of the Work done and materials furnished during such month
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Owner.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general whether that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of known or observed defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall immediately notify the Architect and Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and

responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly coordinate submittals with information contained in related documents, and transmit to the Architect for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall coordinate those requirements with the other Contractors.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5

(Paragraphs deleted)

- Daily logs;
- .6 Summary of all Contractors' Applications for Payment;
- .7 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .8 Cash-flow and forecast reports;
- .10 Photographs to document the progress of the Project;
- .11 Status reports on permits and approvals of authorities having jurisdiction; and

(Paragraphs deleted)

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1

(Paragraphs deleted)

Cost summary, comparing actual costs to updated cost estimates; and

§ 3.3.22 Utilizing and relying on the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Architect and Owner's maintenance personnel, the Construction Manager shall Assist with the development and implantation of the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, Owner, and Architect, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Owner and Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager along with the Owner and Architect shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Owner and Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Owner and Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, , the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

Init.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Not provided
§ 4.1.1.4 Development of a commissioning plan	Not provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	Not applicable
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Not provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not provided
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner / Construction Manager
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

(Paragraph deleted)

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, but in any event prior to providing any such services which would cause Owner to incur costs or liabilities) and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services that extend beyond the Preliminary Project Schedule dated February 13, 2026 at no fault of the Construction Manager, The Construction manager shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed per the Preliminary Project Scheduled dated February 13, 2026, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services. The Preliminary Project Schedule dated February 13, 2026, may be adjusted as required after approval of Construction Documents only after the parties have executed an amendment to this Agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information reasonably requested by Construction Manager in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site provided that Owner shall not be responsible for the accuracy or completeness of any such document unless initially prepared by Owner. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials provided, however, that Owner may redact any cost, pricing, or other economic information that it chooses).

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 Owner will require that each of the Multiple Prime Contractors name Construction Manager an additional insured on their general liability, automobile liability and excess or umbrella liability insurance policies, on a primary and non-contributory basis, and at least to the same extent and pursuant to the same requirements that Owner be named an additional insured on such policies.

§ 5.20 Construction Manager shall be entitled to rely on the accuracy and completeness of information provided by Owner under this Article 5.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

(Paragraph deleted)

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of applicable the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or litigation.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be administered by JAMS in Chicago, Illinois in accordance with its Construction Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undistributed payments to the Construction Manager in accordance with this Agreement, and such failure to make payments does not arise out of any fault of the Construction Manager, as may be determined under this Agreement such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules as set forth in the attached Preliminary Project Schedule dated March 23, 2022, shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred as a direct result of the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules as set forth in the attached Preliminary Project Schedule dated March 23, 2022, shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, subject to review and modification of the same except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond Construction Manager's expertise or the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 Subject to the Owner's prior written approval, the Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. Following advance notice to Owner and Owner's prior written approval (which shall not be unreasonably withheld), the Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1	Pre Construction Phase Services	
2	Concept Design – Estimating Phase Services Subtotal:	15,400
3	Schematic Design Through Construction Documents Design Phase Subtotal:	24,850
4	Bidding / Contract Award Subtotal:	16,800
5	Subtotal Pre-Construction Services	57,050

The Construction Manager has included the Pre-Construction Phase Services as defined in the attached Village of Algonquin / McHenry County Shared Maintenance Facility Preconstruction Services Agreement dated July 24, 2026.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1	Construction Phase Services	
2	Construction Management Fee @ 2.5% of Construction Hard Cost	138,099.41
3	General & Professional Liability @ .83% of Construction Hard Cost	45,849
4	Construction Staff General Requirements Subtotal Based on (6) Month Project Duration:	225,400
5	Alternate #1 Two Additional Material Storage Bins for a Total 12 Bins Add	20,331.28
6	Alternate # 2 Mitchard Way Detention Base Add	8,212.58
7	General Condition Allowance:	182,808.49
8	Subtotal Construction Phase Services:	620,700.76

Construction Phase Services for Alternate #1 Two Additional Material Storage Bins for a Total 12 Bins **Add**
\$20,331.28

Construction Phase Services for Alternate # 2 Mitchard Way Detention Base **Add**

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\$8,212.58

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

- Project Executive \$ 297 / Hour
- Senior Project Manager \$ 190 / Hour
- Estimator / Scheduler \$175 / Hour
- Project Manager \$ 165 / Hour
- Senior Site Superintendent \$ 185 / Hour
- Superintendent \$120 / Hour
- Project Administrator \$ 85 / Hour
- Field Superintendent Full Time \$28,000/Month

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

Not applicable

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Project Executive	\$ 297 / Hour
Senior Project Manager	\$ 190 / Hour
Estimator / Scheduler	\$175 / Hour
Project Manager	\$165 / Hour
Senior Site Superintendent	\$ 185 / Hour
Project Administrator	\$ 85 / Hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on reimbursable expenses;
- .9 Site office expenses; including, but not limited to: field office equipment, field office supplies, field office phone, and internet access, mobile phone for the Field Manager and Project Manager, utility

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services, potable water for the field office staff. **Note:** the field office will be provided within the Public Works Building that will include internet access.

- .10 Procure's Web Based Project Management Services
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the actual, demonstrable out-of-pocket expenses incurred by the Construction Manager and the Construction Manager's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

One and One Half % 1.5

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times and shall be retained until the date which is three (3) years following final completion of the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

- Featherstone, Inc. 75% Drawing Estimated dated February 6, 2026
- Featherstone, Inc. Preliminary Project Schedule dated February 13, 2026
- Featherstone, Inc. Village of Algonquin / McHenry County Shared Maintenance Facility Preconstruction Services Agreement dated July 24, 2026.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Thomas Featherstone President
(Printed name and title)