

**Village of Algonquin
Village Board Meeting
April 21, 2026
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

1. Call to Order

2. Roll Call - Establish a Quorum

3. Pledge to Flag

4. Adopt Agenda

5. Audience Participation

(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)

6. Proclamations

A. The Village of Algonquin Proclaims April 24, 2026, Arbor Day

B. The Village of Algonquin Proclaims May 1–3, 2026 National Fallen Firefighters Memorial Weekend

7. Appointments

(All Appointments Require the Advice and Consent of the Village Board)

A. Gregory Buck - Economic Development Commission Member

8. Consent Agenda/Approval:

All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.

A. **APPROVE MEETING MINUTES:**

(1) Village Board Meeting Held April 7, 2026

(2) Committee of the Whole Meeting Held April 14, 2026

9. Omnibus Agenda/Approval:

The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)

A. **PASS ORDINANCES:**

(1) Pass an Ordinance Amending Appendix B, Penalty, Salary, Bonds and Fees, of the Algonquin Municipal Code

B. **ADOPT RESOLUTIONS:**

(1) Pass a Resolution Accepting and Approving the 2024 Water System Master plan

(2) Pass a Resolution Accepting and Approving the 2023 Wastewater System Master Plan

(3) Pass a Resolution Accepting and Approving the 2025 Woods Creek Watershed Master Plan

(4) Pass a Resolution Accepting and Approving the 2025 Pavement Management Plan

(5) Pass a Resolution Accepting and Approving the 2026-2031 Capital Improvement Plan

(6) Pass a Resolution Accepting and Approving an Agreement with Schroeder Asphalt Services, Inc. for the Willoughby Farms Subdivision Section 3 Rehabilitation Project in the Amount of \$3,161,282.29.

(7) Pass a Resolution Accepting and Approving an Agreement with Christopher B. Burke Engineering, Ltd. for the Construction Oversight of the Willoughby Farms Subdivision Section 3 Rehabilitation Project in the Amount of \$298,720.00

(8) Pass a Resolution Accepting and Approving an Agreement with HR Green for the Phase 2 Design Engineering for the Sandbloom Road Improvements Project in the Amount of \$341,648.00

(9) Pass a Resolution Accepting and Approving an Agreement with Burke, LLC. for the Design-Build of the Towne Park and Presidential Park Dumpster Enclosures and the Towne Park Barrier Gate in the Amount of \$196,377.31

(10) Adopt a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering,

Ltd., for the Engineering Services of the Fox River Floodplain Analysis and LOMR in the Amount of \$118,858.00

- (11) Pass a Resolution Accepting and Approving an Agreement with Featherstone for the Construction Oversight and General Conditions of the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$620,700.76
- (12) Pass a Resolution Accepting and Approving an Agreement with Johler Demolition, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$35,800.00
- (13) Pass a Resolution Accepting and Approving an Agreement with Doetsch Contractors, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$391,000.00
- (14) Pass a Resolution Accepting and Approving an Agreement with DK Contractors, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$381,340.00
- (15) Pass a Resolution Accepting and Approving an Agreement with Eagle Concrete, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$1,346,800.00
- (16) Pass a Resolution Accepting and Approving an Agreement with Schroeder Asphalt Services, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$574,000.00
- (17) Pass a Resolution Accepting and Approving an Agreement with Landworks, Ltd. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$77,730.00
- (18) Pass a Resolution Accepting and Approving an Agreement with Hargrave Builders, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$307,450.00
- (19) Pass a Resolution Accepting and Approving an Agreement with J&F Chiatello Construction, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$49,182.00
- (20) Pass a Resolution Accepting and Approving an Agreement with Associated Electric Contractors, LLC. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$179,000.00
- (21) Pass a Resolution Accepting and Approving an Agreement with Bulk Storage, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$983,036.00
- (22) Pass a Resolution Accepting and Approving an Agreement with Kimco USA, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$322,198.70
- (23) Pass a Resolution Accepting and Approving an Agreement with Henderson Products for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$276,909.30

10. Discussion of Items Removed from the Consent and/or Omnibus Agenda

- (A. Pass a Resolution Accepting and Approving the Covenants and Restrictions Agreement with 815 Investments, LLC. for the Property Located at 314 Washington Street, Algonquin

11. Approval of Bills for Payment and Payroll Expenses as Recommended by the Village Manager

- A. List of Bills and Payroll Expenses Dated April 21, 2026 in the amount of \$1,726,605.99

12. Committee of the Whole:

A. COMMUNITY DEVELOPMENT

- (1) Approve a Public Event License and Waive the Event Fee for the Friends of the Fox River's EL CARDUNAL Canoe & Paddle Event on June 20, 2026
- (2) Approve a Public Event License for the Clarendale of Algonquin's Carshow Event Allowing Food Trucks and Amplified Music on June 13, 2026 with a Rain Date of June 14, 2026

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

13. Village Clerk's Report

- A. Meeting Schedule

14. Staff Communications/Reports, as Required

15. Correspondence

16. Old Business

17. Executive Session, if Required

18. New Business

19. Adjournment

ARBOR DAY PROCLAMATION

ARBOR DAY 2026

WHEREAS In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS Arbor Day is now observed throughout the nation and the world; and

WHEREAS trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS trees in our Village increase property values, enhance the economic vitality of our business areas, and beautify our community; and

WHEREAS trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS the Village of Algonquin has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, Debby Sosine, President of the Village of Algonquin, do hereby proclaim the last Friday in April, April 24, 2026, as Arbor Day in the Village of Algonquin, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 21st day of April 2026

(Seal)

Village President Debby Sosine

Attest:

Village Clerk Fred Martin

by: _____
Michelle Weber, Deputy Clerk

PROCLAMATION

NATIONAL FALLEN FIREFIGHTERS MEMORIAL WEEKEND

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and Whereas, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Fallen Firefighters Memorial Weekend marks the weekend following International Firefighters' Day 2026; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

THEREFORE, I Village President of the Village of Algonquin, now call upon all citizens of the Village of Algonquin and upon all patriotic, civic, and educational organizations to observe the weekend of May 1-3, 2026, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff.

I respectfully encourage these same organizations as well as the citizens of the Village of Algonquin to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes by participating in *Bells Across America for Fallen Firefighters*. Toll a bell, pause for a moment of silence, or read a special passage to honor the sacrifices of these public servants and their families. I encourage our citizens to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

I encourage appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 21st day of April, Two Thousand and Twenty-six A.D.

Village President Debby Sosine

Attest: _____

Village Clerk Fred Martin

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the board of Trustees.

Economic Development Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Gregory Buck	Member	April 21, 2026 – May 4, 2027

Dated this 21st day of April 2026

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF APRIL 7, 2026
HELD IN THE VILLAGE BOARD ROOM

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 p.m. with Deputy Village Clerk, Michelle Weber, calling the roll.

Trustees Present: Jerry Glogowski, Laura Brehmer, Maggie Auger, Bob Smith, John Spella, Brian Dianis, and Village President Debby Sosine

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Deputy Village Manager/Public Works Director; Patrick Knapp, Community Development Director; Dennis Walker, Chief of Police; Attorney, Kelly Cahill.

PLEDGE TO FLAG: Deputy Village Clerk Weber led all present in the Pledge of Allegiance.

ADOPT AGENDA: Moved by Smith, seconded by Glogowski to adopt tonight's agenda deleting item 16 Executive Session.
Voice vote; ayes carried

AUDIENCE PARTICIPATION:
None

PROCLAMATIONS:
President Sosine read the following Proclamation aloud:
A. The Village of Algonquin Proclaims April 12 through 18, 2026, to be National Public Safety Telecommunicators Week

CONSENT AGENDA: The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

- A. APPROVE MEETING MINUTES:**
- (1) Public Hearing of the 2026-2027 Proposed Budget held March 16, 2026
 - (2) Village Board Special Meeting held March 16, 2026
 - (3) Committee of the Whole Special Meeting held March 16, 2026
- B. APPROVE THE VILLAGE MANAGER'S REPORT OF FEBRUARY 2026**

Moved by Spella, seconded by Dianis to approve the Consent Agenda.
Voice vote; ayes carried

OMNIBUS AGENDA: The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.
(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

- A. PASS ORDINANCES:**
- (1) Pass an Ordinance **(2026-O-14)** Terminating the Special User Permit for the Car Wash at 2055 E. Algonquin Road
 - (2) Pass an Ordinance **(2026-O-15)** Approving the Village of Algonquin Annual Budget for Fiscal Year 2026-2027
- B. ADOPT RESOLUTIONS:**
- (1) Adopt a Resolution **(2026-R-31)** Accepting and Approving Local Match Commitment for Construction of the Square Barn Road Improvement Project – STP-L Grant
 - (2) Adopt a Resolution **(2026-R-32)** Authorizing the Village to Utilize the State Allocation of Motor Fuel Tax Funds for 2026

Moved by Brehmer second by Smith to approve the Omnibus Agenda
Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith
Motion carried; 6-ayes, 0-nays

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA:
None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Auger, to approve the List of Bills and payroll expenses dated April 7, 2026 for payment in the amount of \$3,311,552.78

Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith
Motion carried; 6-ayes, 0-nays

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT:

Deputy Village Clerk Weber announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

The Intergovernmental Personnel Benefit Cooperative (IPBC), a pooled insurance cooperative serving over 180 local government members across Illinois, will be featuring MD Health Pathways and their Text A Physician (TAP) program during its April "Ask IPBC" session. Over 70 participants have already registered for the webinar, which will highlight the benefits of the TAP program to member municipalities, counties, special districts, and intergovernmental agencies. The Village of Algonquin holds the distinction of being the first municipality in Illinois to launch the TAP program. As a result of Algonquin's leadership, other IPBC member communities are now considering adoption of the program, positioning the cooperative as a whole to benefit from expanded participation.

COMMUNITY DEVELOPMENT:

Mr. Knapp:

No Report

POLICE DEPARTMENT:

Chief Walker:

No Report

PUBLIC WORKS:

Mr. Badran:

Recently the Village was awarded \$900,000 for the Square barn Road project. The Village was just notified they will be receiving \$1,800,000 for the Sandbloom project, adding the other funding received we are close to \$3,000,000 in awards for this project.

CORRESPONDENCE:

President Sosine updated the Board on her recent trip to Springfield.

OLD BUSINESS:

None

EXECUTIVE SESSION:

None

NEW BUSINESS:

- A. Pass an Ordinance **(2026-R-16)** Approving Entry into an Addendum to the Agreement with Video Gaming Terminal Operators for the Purpose of Tolling the Video Gaming Push Tax

It was moved by Auger, seconded by Brehmer to Pass an Ordinance Approving Entry into an Addendum to the Agreement with Video Gaming Terminal Operators for the Purpose of Tolling the Video Gaming Push Tax

Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith

Motion carried; 6-ayes, 0-nays

- B. Pass a Resolution **(2026-R-33)** Accepting and Approving the Village Manager to Execute an Agreement with MAP Police Officer Chapter 78, Subject to Final Review by the Village Manager

It was moved by Auger, seconded by Dianis to Pass a Resolution Accepting and Approving the Village Manager to Execute an Agreement with MAP Police Officer Chapter 78, Subject to Final Review by the Village Manager

Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith

Motion carried; 6-ayes, 0-nay

C. Pass a Resolution **(2026-R-34)** Accepting and Approving the Support of the Municipal House Authority

It was moved by Auger, seconded by Glogowski to Pass a Resolution Accepting and Approving the Support of the Municipal House Authority
Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith
Motion carried; 6-ayes, 0-nay

ADJOURNMENT: There being no further business, it was moved by Spella, seconded by Brehmer to adjourn the Village Board Meeting.
Voice vote; all voting aye
The meeting was adjourned at 7:xx p.m.

Submitted:

Approved this 21st day of April 2026

Deputy Village Clerk, Michelle Weber

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On April 14, 2026
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Auger, Chairperson, called the Committee of the Whole meeting to order at 7:30 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Trustees, Jerry Glogowski, Laura Brehmer, Maggie Auger, Brian Dianis, Bob Smith, John Spella, and President, Debby Sosine

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Deputy Village Manager/Public Works Director; Patrick Knapp, Community Development Director; Dennis Walker, Chief of Police; Ryan Markham, Deputy Chief of Police; Michelle Weber, Deputy Village Clerk, Kelly Cahill, Village Attorney

AGENDA ITEM 2: Administer Oath of Office

Deputy Clerk Weber administered the Oath of Office to:

1. Police Officer Emily Randazzo
2. Police Officer Jakub Otock

AGENDA ITEM 3: Public Comment

1. Rober Wilhelm, 1021 Eineke Blvd.- Expressed his concerns regarding the high speed that vehicles travel down Eineke and throughout his neighborhood. Earlier this year a car, driving at a high rate of speed, jumped the curb and drove into his livingroom. His home has been deemed inhabitable and he sustained injuries due to this incident.

President Sosine indicated she was aware and has been discussing with staff on how to deter the speeding and make the neighborhood safer.

2. Meg Harris, 981 Eineke Blvd – Expressed concerns regarding the high volume of car and school bus traffic on Eineke.

President Sosine indicated the Village is looking into this and she will contact the school district to see what can be done with the busses.

3. Bhopal Singh, 750 Majestic Dr. – He has noticed more sump pump activity in the recent weeks and was wondering if someone could inspect the sewer to ensure they are not obstructed.

Mr. Badran will work with him to check the areas system.

AGENDA ITEM 4: Community Development

Mr. Knapp:

A. Consider the Friends of the Fox River EL CARDUNAL Canoe & Paddle Public Event on June 20, 2026 and Waiving the Event Fee

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.

Trustee Brehmer asked that the neighbors and church be notified. Following some discussion and clarification, it was the consensus of the Committee to move this forward to the Village Board for Approval

B. Consider the Clarendale of Algonquin Car Show Public Event on June 13, 2026

Colleen Straka, on behalf of Clarendale of Algonquin, is seeking approval of a public event license for a car show with food trucks 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.

Following discussion regarding parking, it was the consensus of the Committee to move this forward to the Village Board for Approval

C. Consider a Covenants and Restrictions Agreement with 815 Investments, LLC for the Property Located at 314 Washington Street

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.

Following discussion, it was the consensus to move this forward to the Village Board.

D. Consider an Ordinance Amending Appendix B — Water and Sewer Tapping Fees

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.

Following discussion, it was the consensus of the Committee move this forward to the Village Board.

AGENDA ITEM 5: General Administration

None

AGENDA ITEM 6: Public Works and Safety

Mr. Badran:

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.

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.

To manage this project, staff requests CBBEL to perform construction oversight in the amount of \$298,720. 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.

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.

Trustee Brehmer indicated there were some typos within the agreement showing incorrect street names.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

B. Consider an Agreement with HR Green, Inc. for the Phase 2 Design Engineering Services 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.

It was the consensus of the Committee to move this forward to the Village Board for approval.

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

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.

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 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.

It was the consensus of the Committee to move this forward to the Village Board for approval.

E. Consider an Agreement with Christopher B. Burke Engineering, Ltd. for the Engineering Services Proposal for the Fox River Floodplain Analysis and LOMR

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.

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.

Following some clarification, it was the consensus of the Committee to move this forward to the Village Board for approval.

F. Consider Agreements for the Construction and an Agreement for Construction Oversight of the Public Works and McHenry County Shared Yard 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 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 general public works construction projects, 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.

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.

It was the consensus of the Committee to move this forward to the Village Board for approval.

AGENDA ITEM 7: Executive Session

None

AGENDA ITEM 8: Other Business

None

AGENDA ITEM 9: Adjournment

There being no further business, Chairperson Auger adjourned the meeting at 8:41 p.m.

Submitted:

Michelle Weber, Deputy Village Clerk

ORDINANCE NO. 2026 – O

**AN ORDINANCE AMENDING APPENDIX B PENALTY, SALARY, BONDS AND FEES
OF THE ALGONQUIN VILLAGE CODE**

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

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

SECTION 1: Appendix B, Section 6A.22-D1:, shall be amended to read as follows:

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

<u>Water 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>\$5,650</u>	<u>\$6,000</u>	<u>\$1,800</u> <u>Minimum \$5,650</u>
<u>After 2/5/08</u>	<u>\$5,932</u>	<u>\$6,300</u>	<u>\$1,927</u> <u>Minimum \$5,932</u>
<u>After 2/1/09</u>	<u>\$6,229</u>	<u>\$6,615</u>	<u>\$1,975</u> <u>Minimum \$6,229</u>
<u>After 2/1/10</u>	<u>\$6,540</u>	<u>\$6,945</u>	<u>\$2,024</u> <u>Minimum \$6,540</u>
<u>After 2/1/11</u>	<u>\$6,867</u>	<u>\$7,293</u>	<u>\$2,075</u> <u>Minimum \$6,867</u>
<u>After 2/1/12</u>	<u>\$7,211</u>	<u>\$7,657</u>	<u>\$2,127</u> <u>Minimum \$7,211</u>
<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>

SECTION 2: Appendix B, Section 6A.33-C:, shall be amended to read as follows:

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

<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>

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

A RESOLUTION ADOPTING THE VILLAGE OF ALGONQUIN'S 2024 WATER SYSTEM MASTER PLAN

WHEREAS, the Village of Algonquin is a home rule municipality organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village owns, operates, and maintains a public water supply, treatment, storage, and distribution system for the benefit of its residents and businesses; and

WHEREAS, the Village has undertaken a comprehensive evaluation of its water system infrastructure, including supply capacity, treatment facilities, storage, distribution networks, and long-term capital needs; and

WHEREAS, the 2024 Water System Master Plan (the "Plan") establishes a long-range framework for the continued operation, maintenance, improvement, and expansion of the Village's water system, including recommended capital projects, system upgrades, and funding strategies; and

WHEREAS, the Plan is intended to ensure reliable delivery of safe drinking water, maintain compliance with applicable state and federal regulations, and support future growth and development within the Village; and

WHEREAS, the President and Board of Trustees have reviewed the Plan and find that adoption of the Plan is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated into and made a part of this Resolution as findings of the President and Board of Trustees.

SECTION 2: The 2024 Water System Master Plan is hereby approved and adopted as the official planning document to guide the operation, maintenance, improvement, and expansion of the Village's water system, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 3: The Village Manager, Director of Public Works, and all other appropriate Village officials and staff are hereby authorized and directed to implement the Plan, including the design, engineering, and construction of recommended improvements, subject to annual budget appropriations and Board approval where required.

SECTION 4: The Plan may be reviewed and updated periodically to reflect changes in regulatory requirements, system conditions, water demand, and financial considerations, with such updates presented to the President and Board of Trustees for consideration.

SECTION 5: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

(SEAL)

APPROVED: _____
Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

A RESOLUTION ADOPTING THE VILLAGE OF ALGONQUIN'S 2023 WASTEWATER SYSTEM
MASTER PLAN

WHEREAS, the Village of Algonquin is a home rule municipality organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village owns, operates, and maintains a sanitary wastewater collection, conveyance, and treatment system for the protection of public health, safety, and welfare; and

WHEREAS, the Village has conducted a comprehensive evaluation of its wastewater system infrastructure, including collection systems, lift stations, treatment capacity, and long-term capital improvement needs; and

WHEREAS, the 2023 Wastewater System Master Plan (the "Plan") establishes a long-range framework for the continued operation, maintenance, rehabilitation, and expansion of the Village's wastewater system, including recommended capital projects, system upgrades, and funding strategies; and

WHEREAS, the Plan is intended to ensure reliable and efficient wastewater service, maintain compliance with applicable state and federal environmental regulations, and support future growth and development within the Village; and

WHEREAS, the President and Board of Trustees have reviewed the Plan and find that adoption of the Plan is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated into and made a part of this Resolution as findings of the President and Board of Trustees.

SECTION 2: The 2023 Wastewater System Master Plan is hereby approved and adopted as the official planning document to guide the operation, maintenance, rehabilitation, and expansion of the Village's wastewater system, a copy of which is attached hereto and incorporated herein as [Exhibit A](#).

SECTION 3: The Village Manager, Director of Public Works, and all other appropriate Village officials and staff are hereby authorized and directed to implement the Plan, including the design, engineering, and construction of recommended improvements, subject to annual budget appropriations and Board approval where required.

SECTION 4: The Plan may be reviewed and updated periodically to reflect changes in regulatory requirements, system conditions, wastewater flows, and financial considerations, with such updates presented to the President and Board of Trustees for consideration.

SECTION 5: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

(seal)

APPROVED: _____
Debby Sosine Village President

ATTEST:

Fred Martin Village Clerk

A RESOLUTION ADOPTING THE VILLAGE OF ALGONQUIN'S 2025 WOODS CREEK
WATERSHED MASTER PLAN

WHEREAS, the Village of Algonquin is a home rule municipality organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village is committed to protecting and enhancing its natural resources, including waterways, stormwater systems, and surrounding ecological features; and

WHEREAS, Woods Creek and its associated watershed are critical components of the Village's stormwater management system and environmental health; and

WHEREAS, the Village has undertaken a comprehensive study and evaluation of the Woods Creek Watershed, including hydrology, drainage patterns, flood risks, water quality, and environmental conditions; and

WHEREAS, the 2025 Woods Creek Watershed Master Plan (the "Plan") establishes a long-range, data-driven framework for watershed management, including flood mitigation strategies, water quality improvements, stormwater infrastructure recommendations, and ecological restoration initiatives; and

WHEREAS, the Plan is intended to reduce flooding risks, improve water quality, enhance natural habitats, and support sustainable development within the watershed; and

WHEREAS, the President and Board of Trustees have reviewed the Plan and find that adoption of the Plan is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated into and made a part of this Resolution as findings of the President and Board of Trustees.

SECTION 2: The 2025 Woods Creek Watershed Master Plan is hereby approved and adopted as the official planning document to guide watershed management, stormwater improvements, flood mitigation, and environmental stewardship efforts within the Village, a copy of which is attached hereto and incorporated herein as [Exhibit A](#).

SECTION 3: The Village Manager, Director of Public Works, and all other appropriate Village officials and staff are hereby authorized and directed to implement the Plan, including the design, engineering, and construction of recommended projects and initiatives, subject to annual budget appropriations and Board approval where required.

SECTION 4: The Plan may be reviewed and updated periodically to reflect changing environmental conditions, regulatory requirements, funding opportunities, and community priorities, with such updates presented to the President and Board of Trustees for consideration.

SECTION 5: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

(seal)

APPROVED: _____
Debby Sosine Village President

ATTEST:

Fred Martin Village Clerk

**A RESOLUTION ADOPTING THE VILLAGE OF ALGONQUIN’S
2025 PAVEMENT MANAGEMENT PLAN**

WHEREAS, the Village of Algonquin is a home rule municipality organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village is responsible for the maintenance, repair, and improvement of its public streets and related infrastructure; and

WHEREAS, the Village has undertaken an evaluation of its roadway network to assess pavement conditions, prioritize maintenance needs, and plan for the efficient allocation of resources; and

WHEREAS, the 2025 Pavement Management Plan (the “Plan”) provides a comprehensive, data-driven strategy for maintaining and improving the Village’s roadway system, including recommended projects, timelines, and funding considerations; and

WHEREAS, implementation of the Plan will promote public safety, extend the useful life of roadway assets, and ensure the cost-effective use of public funds; and

WHEREAS, the President and Board of Trustees have reviewed the Plan and find it to be in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated into and made a part of this Resolution as findings of the President and Board of Trustees.

SECTION 2: The 2025 Pavement Management Plan is hereby approved and adopted as the official guide for roadway maintenance and improvement planning within the Village, a copy of which is attached hereto and incorporated herein as [Exhibit A](#).

SECTION 3: The Village Manager, Director of Public Works, and all other appropriate Village officials and staff are hereby authorized and directed to implement the Plan, including scheduling and executing recommended projects, subject to annual budget appropriations.

SECTION 4: The Plan may be updated from time to time as necessary to reflect changing conditions, funding availability, and operational priorities, with such updates presented to the President and Board of Trustees for review.

SECTION 5: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

(seal)

APPROVED: _____
Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

A RESOLUTION ACCEPTING THE VILLAGE OF ALGONQUIN 2026–2031 CAPITAL IMPROVEMENT PLAN

WHEREAS, the Village of Algonquin is committed to maintaining and improving public infrastructure, facilities, and services for the benefit of its residents and businesses; and

WHEREAS, the Capital Improvement Plan (CIP) is a long-range planning document that identifies and prioritizes major capital projects and expenditures over a multi-year period; and

WHEREAS, the proposed 2026–2031 Capital Improvement Plan has been prepared by Village staff and reviewed to ensure alignment with the Village’s strategic goals, financial capacity, and community needs; and

WHEREAS, the Capital Improvement Plan is intended to serve as a planning and budgeting guide and does not authorize the appropriation of funds, which shall be approved separately by the Village Board; and

WHEREAS, the Village Board finds that adoption of the 2026–2031 Capital Improvement Plan is in the best interest of the Village of Algonquin.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The Village Board hereby accepts the 2026–2031 Capital Improvement Plan, a copy of which is attached hereto and incorporated herein as [Exhibit A](#).

SECTION 3: The Capital Improvement Plan shall serve as a guiding document for future capital expenditures and planning; however, all projects and expenditures identified therein shall remain subject to annual budget approval and specific authorization by the Village Board.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

(seal)

APPROVED: _____
Debby Sosine Village President

ATTEST:

Fred Martin Village Clerk



2026 – R – __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Schroeder Asphalt Services, Inc. for the Willoughby Farms Subdivision Section 3 Rehabilitation Project in the Amount of \$3,161,282.29., attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Christopher B. Burke Engineering, Ltd. for the Construction Oversight of the Willoughby Farms Subdivision Section 3 Rehabilitation Project in the Amount of \$298,720.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

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, Lancaster Lane, Notting Hill Rd and Richmond Lane and HMA resurfacing only on Bloomsbury Court, White Chapel Court and Lancaster Court. 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



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and HR Green for the Phase 2 Design Engineering for the Sandbloom Road Improvements Project in the Amount of \$341,648.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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:

J:\2025\2503612\Admin\Contract\Client\agt-032526-SandbloomPE2.docx



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



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Burke, LLC. for the Design-Build of the Towne Park and Presidential Park Dumpster Enclosures and the Towne Park Barrier Gate in the Amount of \$196,377.31, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

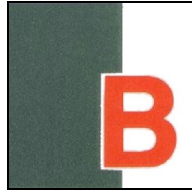
APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



**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, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.

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

3.18 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.

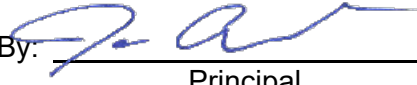
Owner:

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 and Presidential Park Trash Enclosures
and Towne Park Electronic Barrier Gate Installation
Algonquin, Illinois**

Exhibit A - Summary Schedule of Values



Item	Contract Value	
Dumpster Enclosures	\$	156,313.26
Foundation and Gate Construction	\$	106,146.25
Masonry Construction	\$	31,100.00
Design	\$	5,250.00
Construction Management	\$	6,579.70
General Conditions (Insurance OH and Profit)	\$	7,237.31
Gate Installation	\$	32,564.05
Gate Installation	\$	10,580.00
Gate/Pedestal Foundations and Electrical	\$	6,725.00
Pedestal Mount and Keypad Card Reader (2 EA)	\$	8,194.16
Design	\$	3,750.00
Construction Management	\$	2,039.93
General Conditions (Insurance OH and Profit)	\$	1,274.96
Contingency	\$	7,500.00
Contract Price \$ 196,377.31		

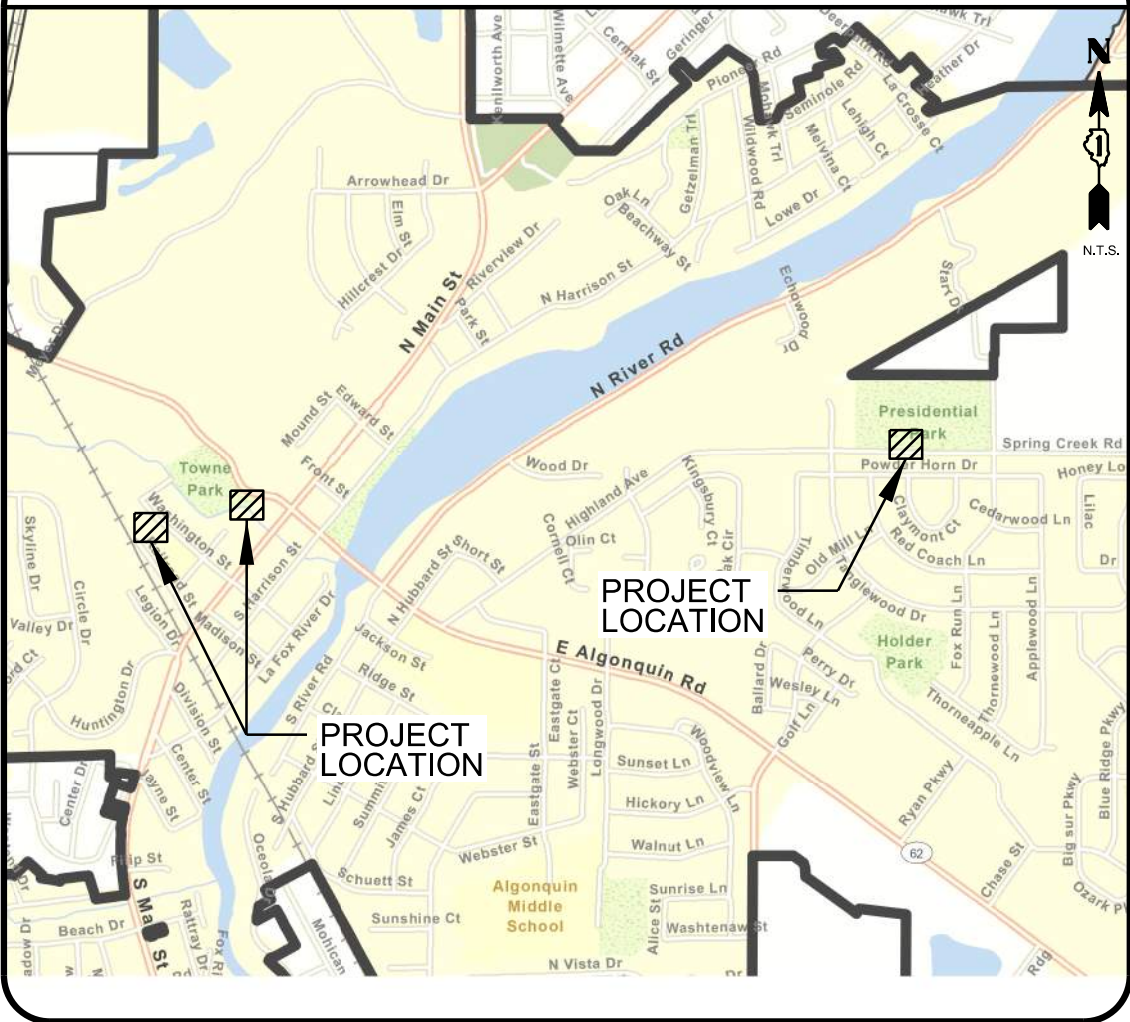
VILLAGE OF ALGONQUIN

DUMPSTER ENCLOSURE AND BARRIER GATE IMPROVEMENTS

INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	1
GENERAL NOTES AND SUMMARY OF QUANTITIES	2
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LOCATION / VICINITY MAP



IDOT STANDARDS

000001-08	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
280001-07	TEMPORARY EROSION CONTROL SYSTEMS
442201-03	CLASS C AND D PATCHES
606001-08	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
701001-02	OFF-RD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 M) AWAY
701901-08	TRAFFIC CONTROL DEVICES
BLR 17-2	TRAFFIC CONTROL DEVICES - DAY LABOR CONSTRUCTION
BLR 18-6	TRAFFIC CONTROL DEVICES - DAY LABOR MAINTENANCE

VILLAGE PRESIDENT
DEBBY SOSINE

TRUSTEES
JOHN SPELLA
BOB SMITH
JERRY GLOGOWSKI
BRIAN DIANIS
LAURA BREHMER
MAGGIE AUGER

VILLAGE CLERK
FRED MARTIN

VILLAGE ENGINEER
CLIFTON GANEK

DIRECTOR OF PUBLIC WORKS
NADIM BADRAN

BENCHMARK

SEE ALIGNMENT, TIES, AND BENCHMARKS SHEET

LOCATION

CALL JULIE 811
WITH THE FOLLOWING:
COUNTY MCHENRY
CITY-TOWNSHIP VILLAGE OF ALGONQUIN
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS

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



ORION C. GALEY
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS
3/17/2026
DATE
ENGINEER
ORION C. GALEY
ILLINOIS REGISTRATION No. 062-060829
EXPIRATION DATE:

CONSTRUCTABILITY REVIEW BY

REVIEWER DATE

CLIENT :



THE VILLAGE OF
ALGONQUIN
ILLINOIS



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

PROFESSIONAL DESIGN FIRM NO. 184-001175-0014
EXPIRATION DATE: 04/30/25

GENERAL NOTES

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", ADOPTED JANUARY 1, 2022; THE LATEST EDITIONS OF THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS"; THE LATEST EDITIONS OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (IMUTCD) AND "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"; THE "DETAILS" IN THE PLANS; AND THE "SPECIAL PROVISIONS" INCLUDED IN THE CONTRACT DOCUMENTS.
2. ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED AS THE LATEST IDOT STANDARD.
3. ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 700 OF THE STANDARD SPECIFICATIONS.

UTILITIES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING FACILITIES SO THAT THE UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADJUSTED OR MOVED, IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.
2. THE LOCATIONS OF EXISTING DRAINAGE, SANITARY, AND WATER STRUCTURES ARE APPROXIMATE, AND THE VILLAGE AND ENGINEER DO NOT GUARANTEE THEIR ACCURACY. THEIR EXACT HORIZONTAL AND VERTICAL LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AT HIS OWN EXPENSE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE VILLAGE. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS.
5. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "J.U.L.I.E." AT (800) 892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, CABLE, GAS, WATER, SANITARY AND STORM FACILITIES.

STAKING

1. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OR SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE ENGINEER, ITS AGENT, OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.

TRAFFIC CONTROL

1. DURING WORKING HOURS, THE CONTRACTOR SHALL MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES. FLAGGERS SHALL BE AVAILABLE TO DIRECT TRAFFIC AS DIRECTED BY THE ENGINEER. DURING NONWORKING HOURS, TWO LANES OF TRAFFIC SHALL BE MAINTAINED WITHIN THESE SAME LIMITS.
2. BARRICADES: THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAGS ON EACH BARRICADE USED. (ONE (1) WEIGHTED BARRICADES: THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAG ACROSS EACH BOTTOM RAIL.).

MISCELLANEOUS

1. DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.
2. ALL SAWCUTTING SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE ITEMS TO BE REMOVED AND SHALL BE PERFORMED PRIOR TO BEGINNING REMOVAL. SAWCUTS SHALL BE FULL DEPTH AND PROVIDE A NEAT VERTICAL FACE BETWEEN THE PROPOSED AND EXISTING. ANY ITEMS OF WORK REMOVED PRIOR TO SAWCUTTING WILL NOT BE MEASURED FOR PAYMENT.
3. PROTECTIVE COAT SHALL BE APPLIED TO ALL GUTTER FLAGS, FACE AND TOP OF CURB AND GUTTER, P.C.C. SIDEWALK AND ALL OTHER P.C.C. SURFACES AS DIRECTED BY THE ENGINEER.
4. PAVEMENT GRADES: THE ELEVATIONS INDICATED ON THE PLANS ARE FINISHED GRADES OF PROPOSED PAVEMENT OR SURFACE COURSE UNLESS OTHERWISE INDICATED.
5. RELOCATING EXISTING SIGNS: EXISTING SIGNS WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF CONFLICTING IMPROVEMENTS IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS". THIS WORK SHALL BE INCIDENTAL TO THE CONTRACT.

6. EXPOSED SUBGRADE MUST BE COVERED WITHIN 24 HOURS OF EXCAVATION. UNSTABLE SUBGRADE AREAS, AS DETERMINED BY THE ENGINEER, SHALL BE EXCAVATED AND BACKFILLED WITH AGGREGATE SUBGRADE IMPROVEMENT.
7. PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
8. AT THE END OF EACH WORKING DAY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL AREAS WITHIN THE PROJECT LIMITS ARE FREE OF ALL CONSTRUCTION RELATED DEBRIS INCLUDING DIRT, STONE, NAILS, LUMBER ETC. THIS WORK SHALL BE INCIDENTAL TO THE CONTRACT AND PERFORMED AS DIRECTED BY THE ENGINEER.
9. ANY TRAFFIC SIGNS, POSTS, OR MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED, TEMPORARILY RELOCATED AND REINSTALLED IN ACCORDANCE WITH VILLAGE STANDARDS AND THE STANDARD SPECIFICATIONS. MAIL SERVICE SHALL BE MAINTAINED AT ALL TIMES.
10. USE OF CCDD FILL OPERATIONS: IF THE CONTRACTOR CHOOSES TO DISPOSE OF UNCONTAMINATED SOIL OR UNCONTAMINATED SOIL MIXED WITH CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AT A CCDD FILL OPERATION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL NECESSARY FIELD AND LABORATORY ANALYSIS AND TO OBTAIN THE LICENSED PROFESSIONAL ENGINEER'S CERTIFICATION REQUIRED AS PER PUBLIC ACT 96-1416 TO USE THE SITE. NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

ITEM SPECIAL PREVISIONS

1. PORTLAND CEMENT CONCRETE PAD, 8 INCH (SPECIAL): THIS WORK SHALL INCLUDE ALL EXCAVATION/DISPOSAL, FRAMEWORK, AGGREGATE TYPE B SUBBASE, PCC CONCRETE AND REINFORCEMENT BARS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
2. CLASS D PATCHES, 4 INCH (SPECIAL): THIS WORK SHALL INCLUDE FULL DEPTH PAVEMENT REMOVAL, SURFACE AND BINDER COURSE HOT-MIX ASPHALT, COMPCATION, AND BITUMINOUS MATERIAL (TACK COAT) AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
3. DUMPSTER ENCLOSURE FOUNDATIONS (SPECIAL): THIS WORK SHALL INCLUDE ALL EXCAVATION/DISPOSAL, SUBBASE PREPERATION, FRAMEWORK, PCC CONCRETE AND REINFORCEMENT BARS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
4. DUMPSTER ENCLOSURE (SPECIAL): THIS WORK SHALL BE CONSTRUCTED AS SHOWN ON THE CONSTRUCTION DETIAL SHEETS PER THE PLANS AND AS DIRECTED BY THE ENGINEER. ALL WORK TO COMPLETE THE PROPOSED ENCLOSURE SHALL BE INCLUDED IN THE PAY ITEM.
5. FURNISH AND INSTALL DUMPSTER GATES (SPECIAL): THIS WORK SHALL BE CONSTRUCTED AS SHOWN ON THE CONSTRUCTION DETIAL SHEETS PER THE PLANS AND AS DIRECTED BY THE ENGINEER. ALL COMPOSITE PANELS, POSTS, FRAMES, HARDWARE, ETC. SHALL BE INCLUDED IN THE PAY ITEM.
6. LANDSCAPING RESTORATION (SPECIAL): THIS WORK SHALL INCLUDE ALL EXCAVATION/DISPOSAL, SIX INCHES OF TOPSOIL, SEEDING CLASS 1A, EROSION CONTROL BLANKET AND SUPPELMENTAL WATERING AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. 95% COVERAGE OF THE SEEDED AREA SHALL BE OBTAINED PRIOR TO FINAL PAYMENT OF THE ITEM.
7. FURNISH AND INSTALL PARKING LOT BARRIER GATE (SPECIAL): THIS WORK SHALL INCLUDE ALL EXCAVATION/DISPOSAL, FOUNDATIONS, SUBBASE PREPERATION, FRAMEWORK, PCC CONCRETE, REINFORCEMENT BARS, SHIPPING/HANDLING, ELECTRICAL CABLES/CONDUITS, ELECTRICAL CONNECTIONS, AND CARD READERS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
8. DETECTOR LOOP (SPECIAL): THIS WORK SHALL INCLUDE ALL EXCAVATION/DISPOSAL, SAWCUTTING, ELECTRICAL CABLES/SEALANTS, ELECTRICAL CONNECTIONS TO INSTALL DETECTION OF EXISITNG VEHICALS AT THE BARRIER GATE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
9. REMOVE EXISTING GATE, POSTS, AND FOUNDATIONS (SPECIAL): THIS WORK SHALL INCLUDE THE COMPLETE REMOVAL AND DISPOSAL OF THE EXISITNG GATE, POSTS, BRACKETS, AND FOUNDATIONS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

SUMMARY OF QUANTITIES

	ITEM	CODE	DESCRIPTION	UNIT	TOTAL
	1	20101000	TEMPORARY FENCE	FOOT	62
	2	20200100	EARTH EXCAVATION	CUYD	8
	3	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	5
	4	28000400	PERIMETER EROSION BARRIER	FOOT	39
	5	28000510	INLET FILTERS	EACH	5
	6	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	5
	7	44000100	PAVEMENT REMOVAL	SQYD	2
	8	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	33
	9	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	54
	10	67100100	MOBILIZATION	LSUM	1
*	11	X0327739	MISCELLANEOUS ELECTRICAL WORK	LSUM	1
*	12	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1
*	13	Z0013798	CONSTRUCTION LAYOUT	LSUM	1
*	14	N/A	PORTLAND CEMENT CONCRETE PAD, 8 INCH (SPECIAL)	SQYD	18
*	15	N/A	CLASS D PATCHES, 4 INCH (SPECIAL)	SQYD	50
*	16	N/A	DUMPSTER ENCLOSURE FOUNDATIONS (SPECIAL)	EACH	2
*	17	N/A	DUMPSTER ENCLOSURE (SPECIAL)	EACH	2
*	18	N/A	FURNISH AND INSTALL DUMPSTER GATES (SPECIAL)	EACH	2
*	19	N/A	LANDSCAPING RESTORATION (SPECIAL)	SQYD	168
*	20	N/A	FURNISH AND INSTALL PARKING LOT BARRIER GATE (SPECIAL)	LSUM	1
*	21	N/A	REMOVE EXISTING GATE, POSTS, AND FOUNDATIONS (SPECIAL)	EACH	1
* INDICATES ITEM WITH A SPECIAL PROVISION					



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

CLIENT:



THE VILLAGE OF
ALGONQUIN
ILLINOIS

			DSGN.		
			DWN.		
			CHKD.		
			SCALE:	40'	
			PLOT DATE:	3/17/2026	
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NO.	DATE	NATURE OF REVISION		CHKD.	
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TITLE:

DUMPSTER ENCLOSURE AND BARRIER
GATE IMPROVEMENTS
GENERAL NOTES AND SOQ

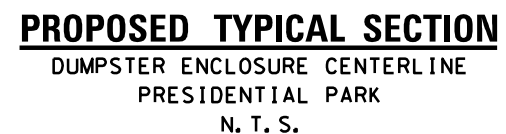
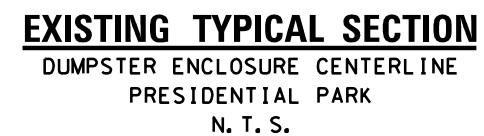
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DATE: 3/17/2026

SHEET 2 OF 8

DRAWING NO.

2

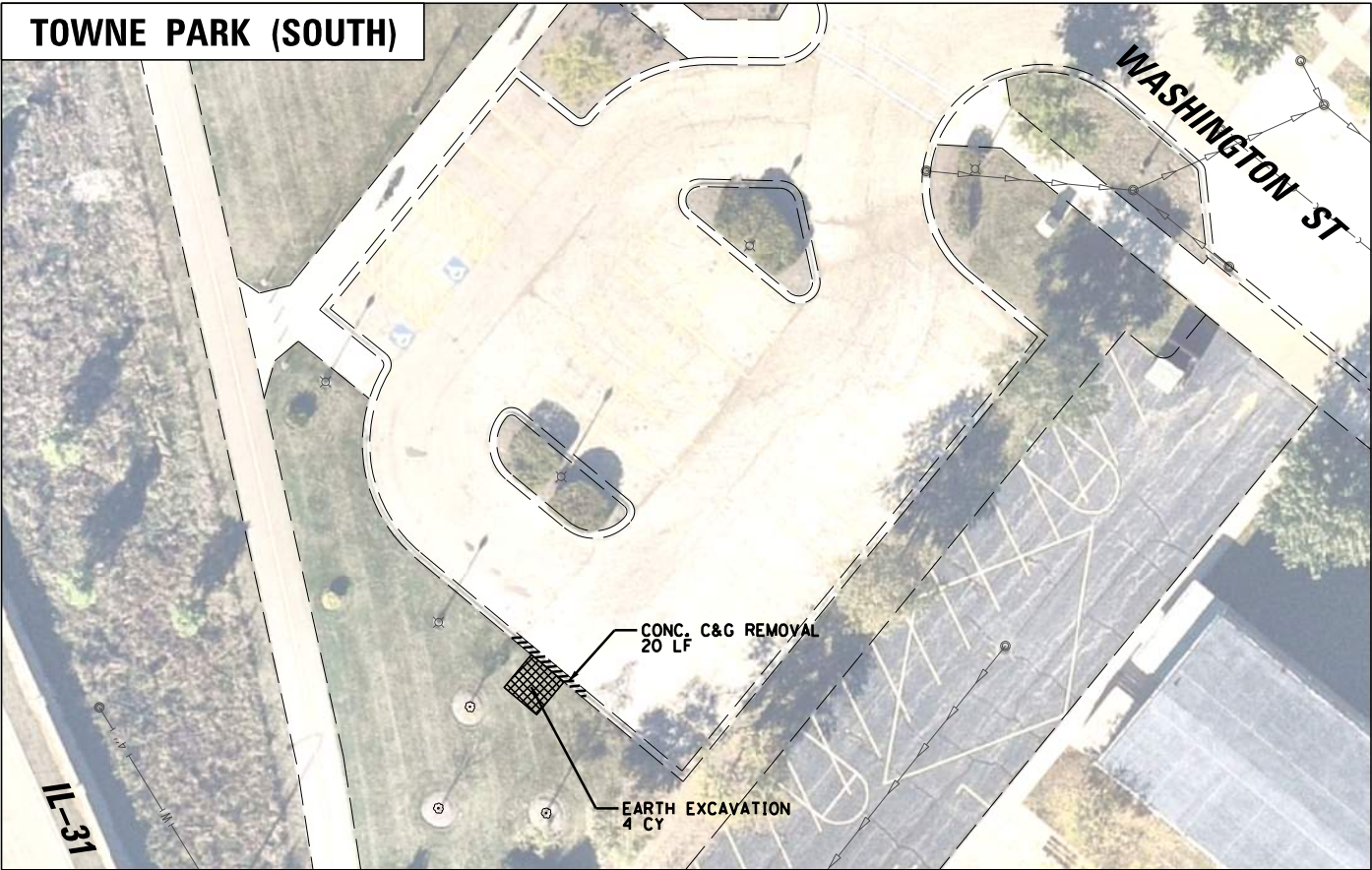


- * AT LOCATIONS DETERMINED BY ENGINEER

- * AT LOCATIONS DETERMINED BY ENGINEER

Page 90 of 300

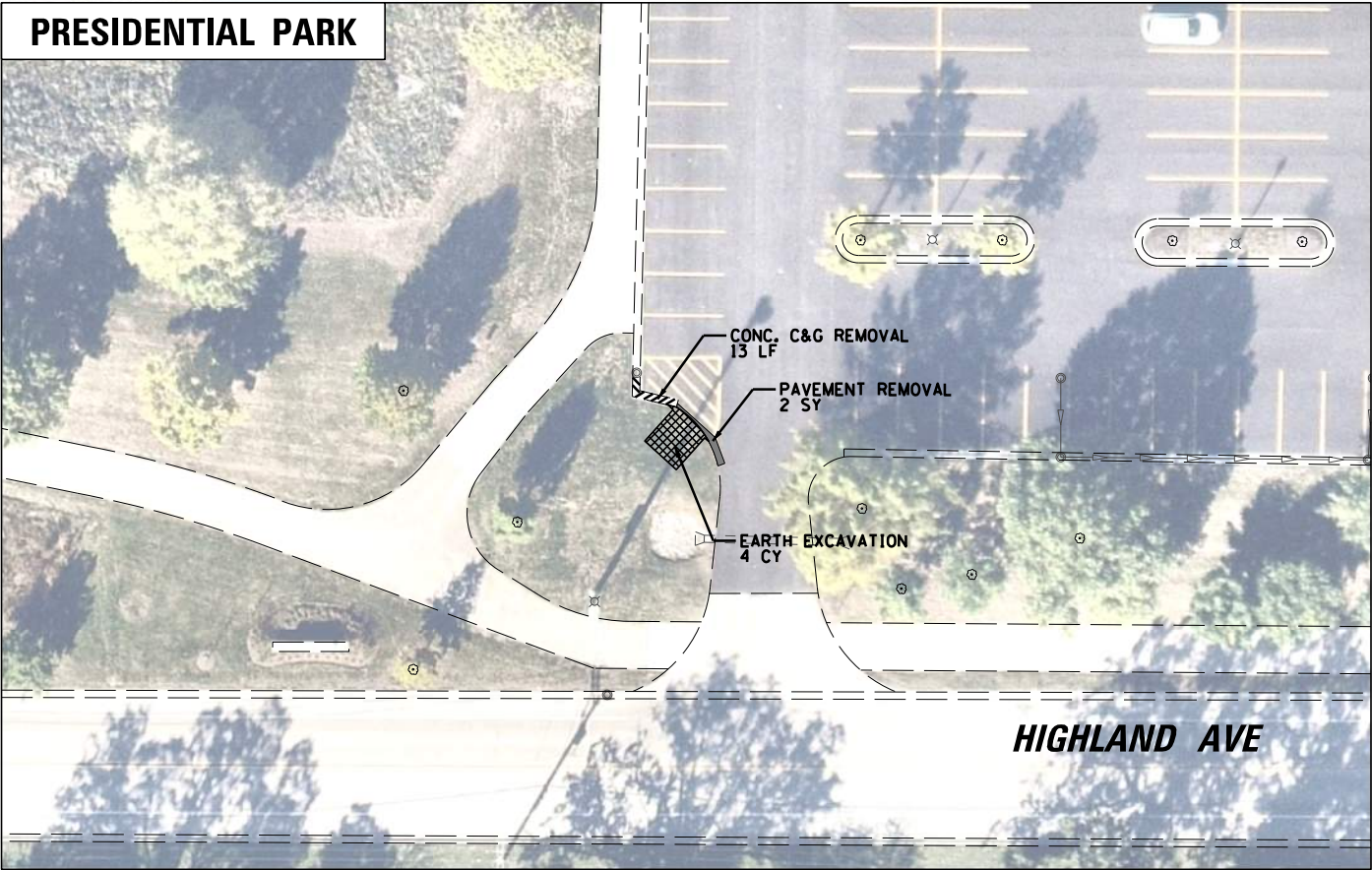
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TOWNE PARK (NORTH)



PRESIDENTIAL PARK



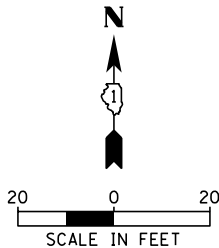
LEGEND

ITEMS TO BE REMOVED

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

EARTH EXCAVATION

PAVEMENT REMOVAL



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

CLIENT:



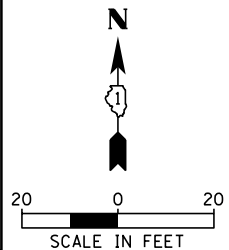
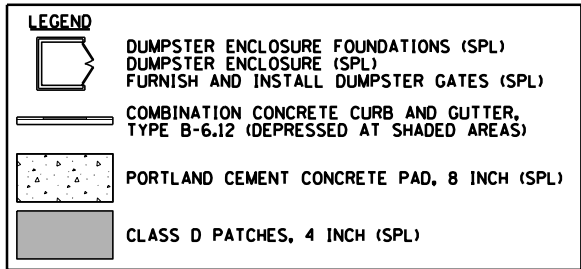
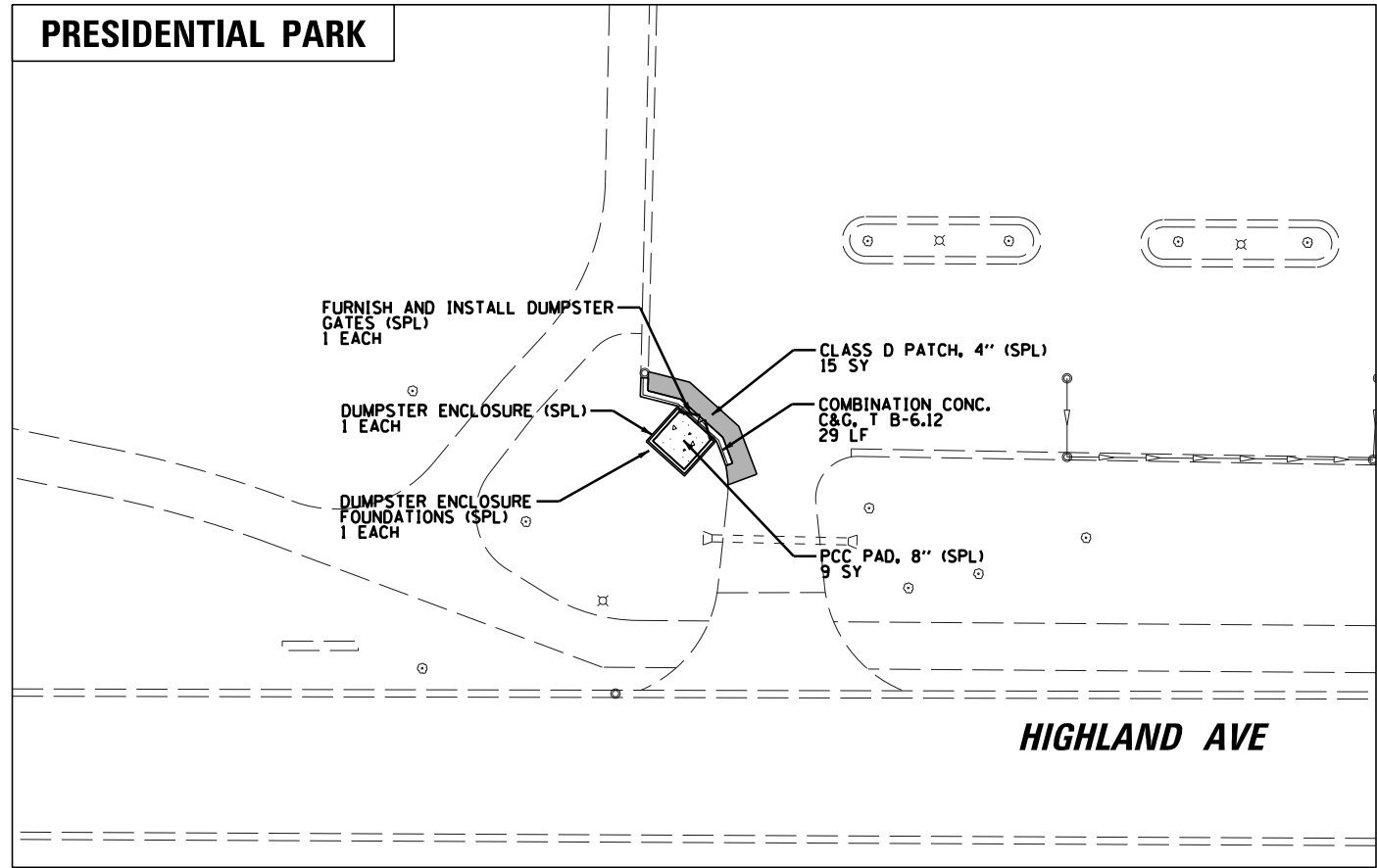
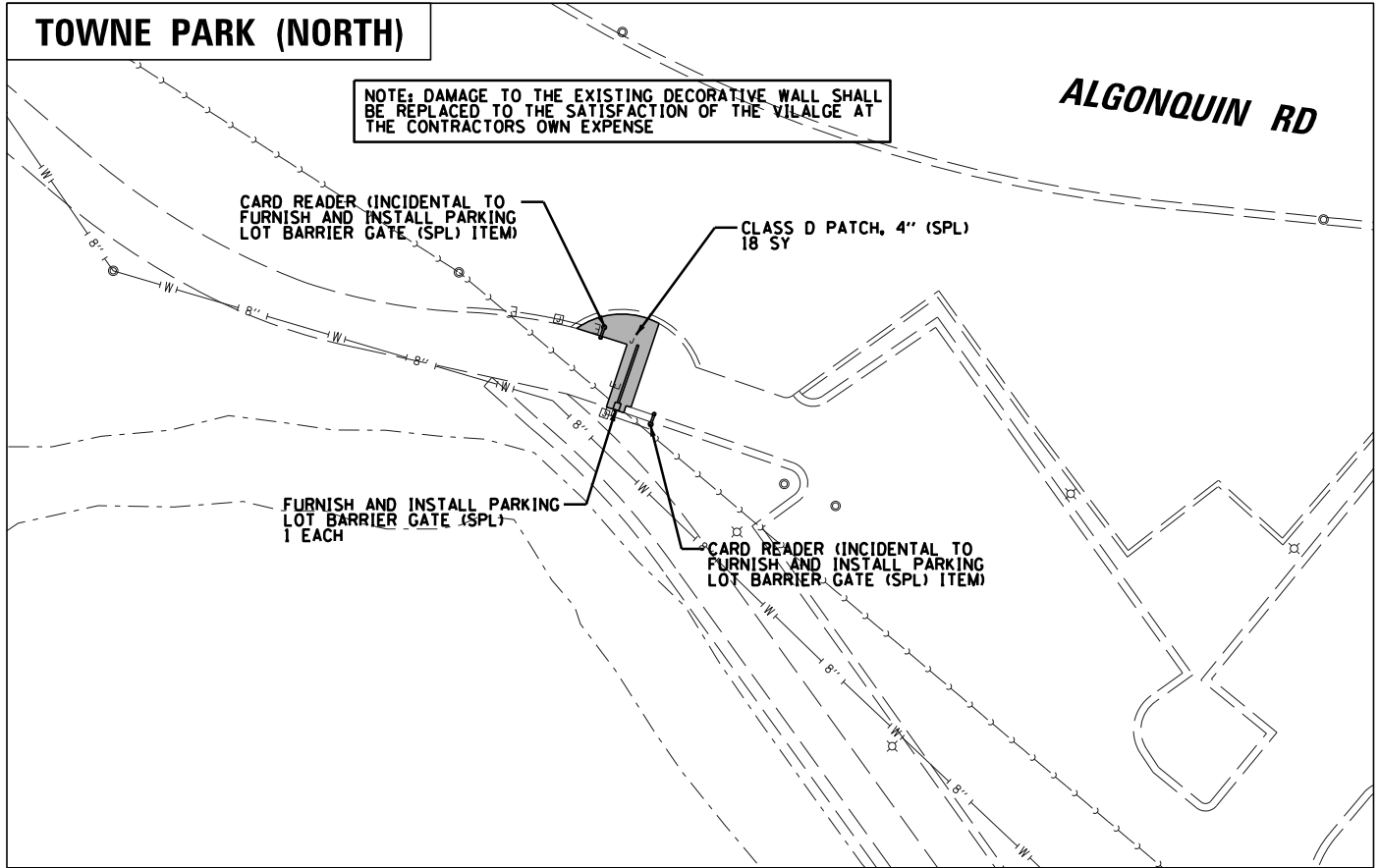
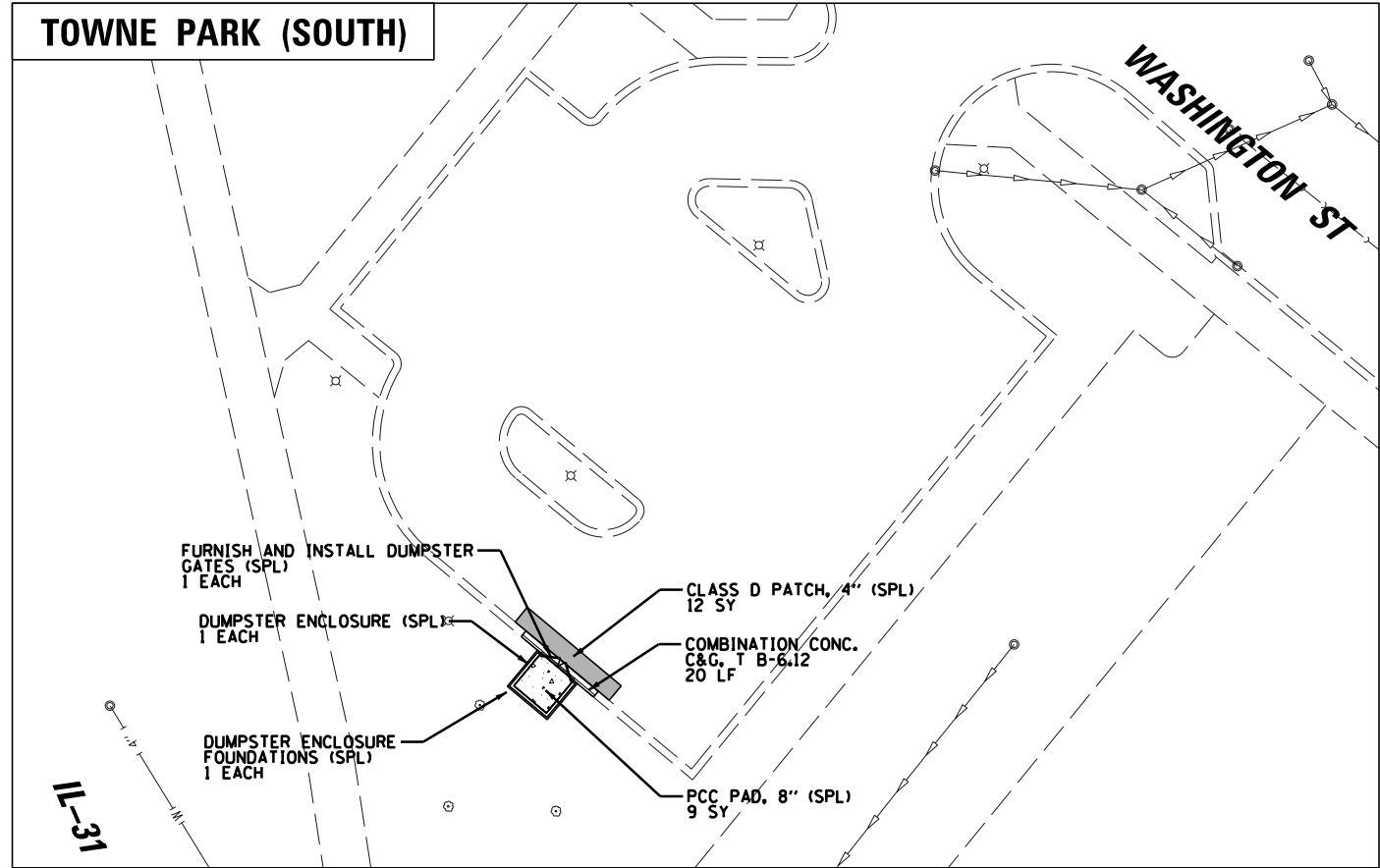
THE VILLAGE OF
ALGONQUIN
ILLINOIS

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	DWN.	CHKD.	SCALE	PLOT DATE	CAD USER
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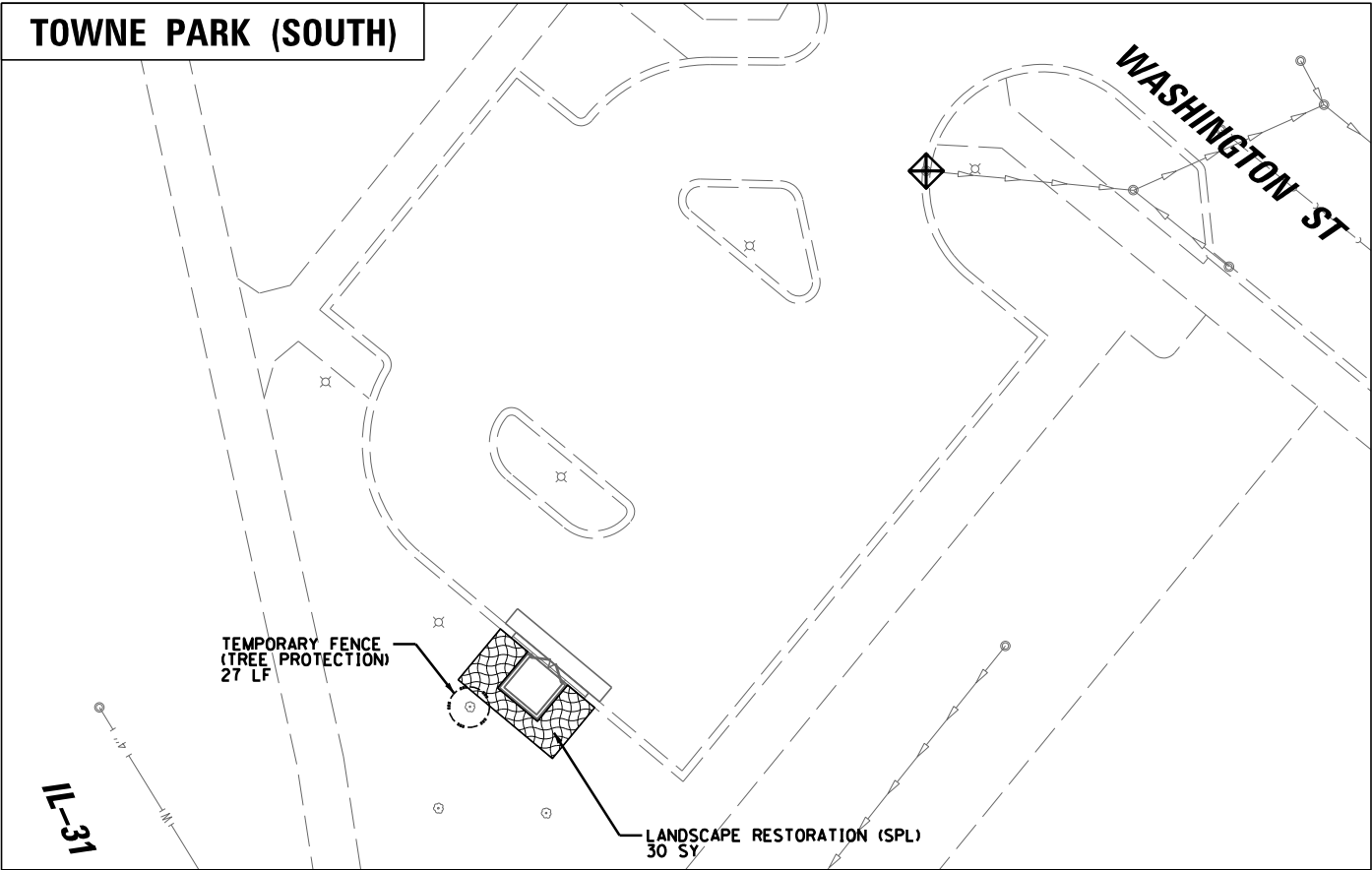
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**DUMPSTER ENCLOSURE AND BARRIER
GATE IMPROVEMENTS
EXIST. CONDITIONS AND REMOVAL PLAN**

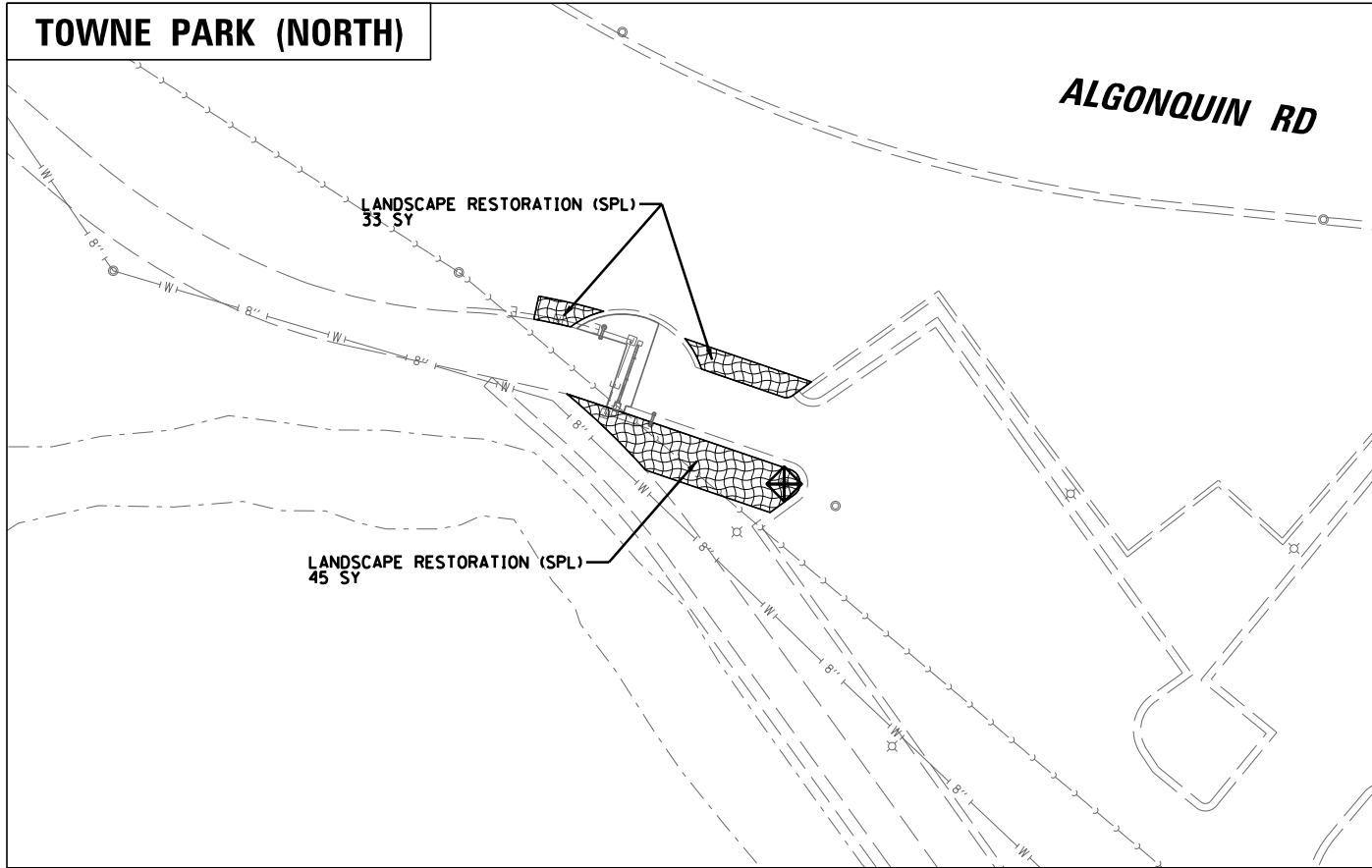
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DATE: 3/17/2026
SHEET 4 OF 8
DRAWING NO.
4



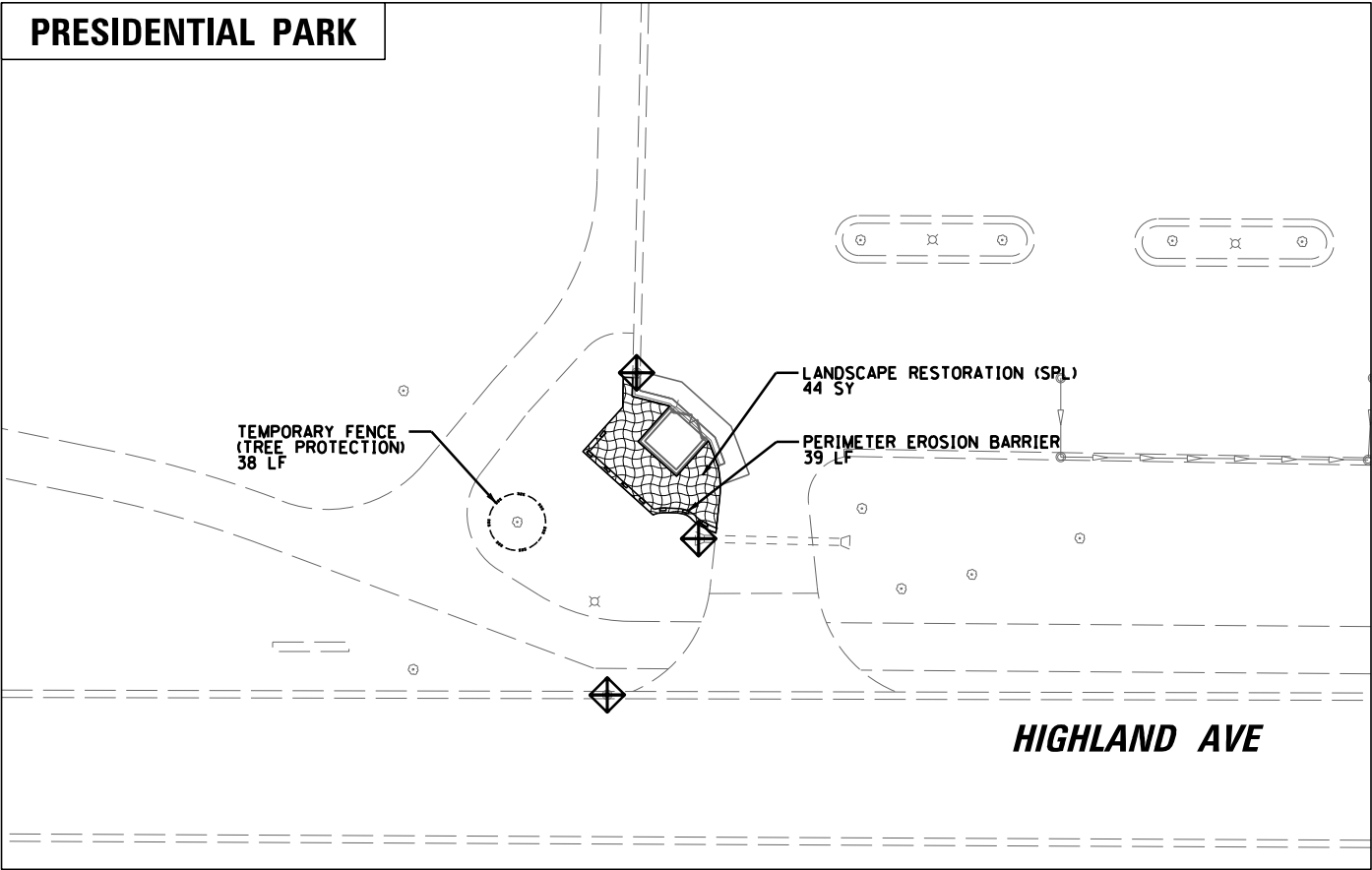
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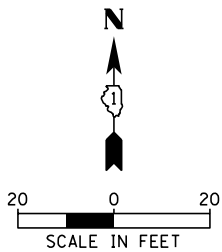
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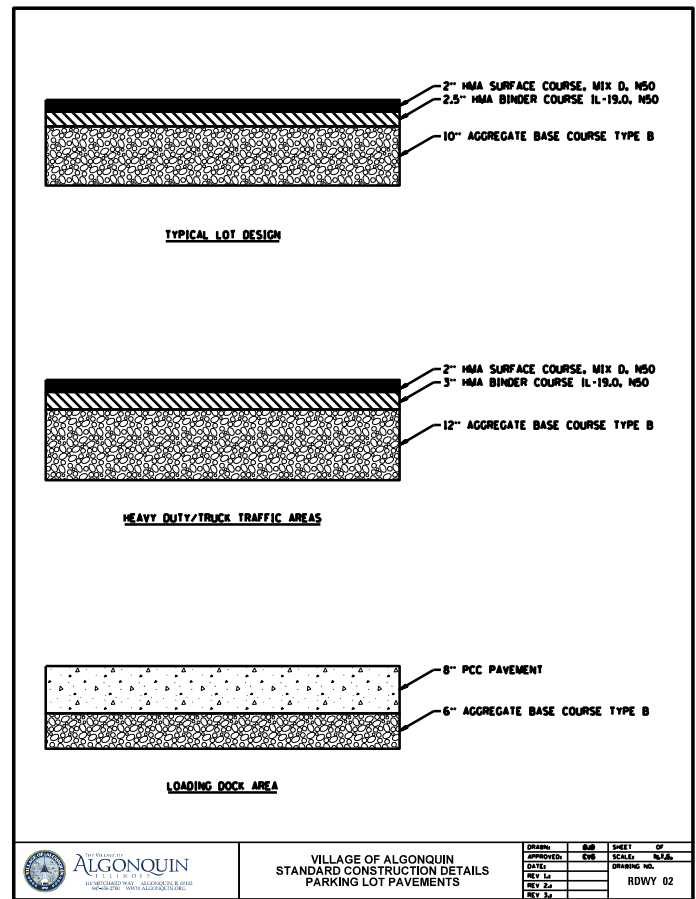
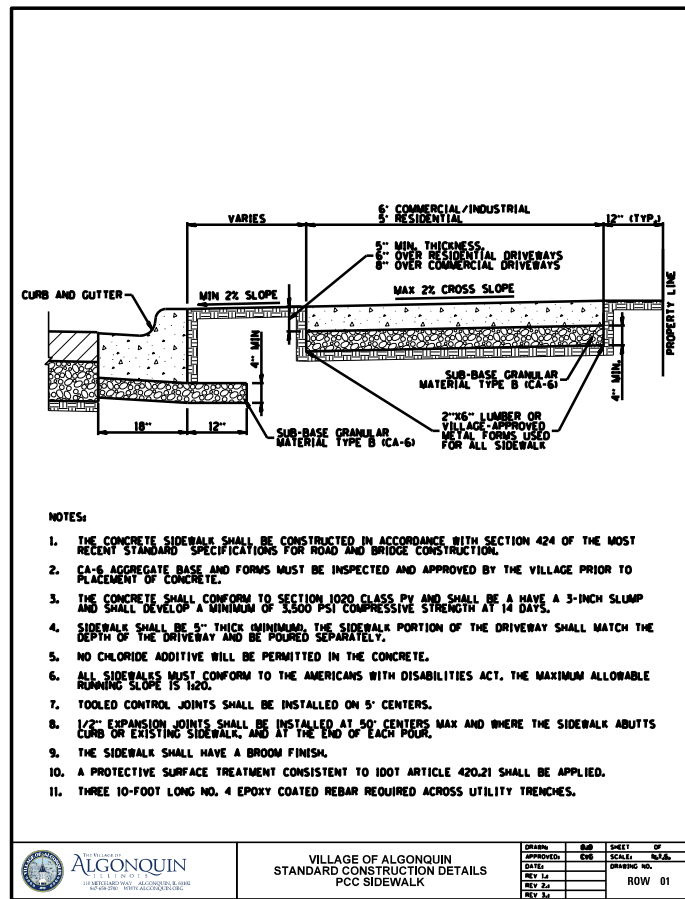
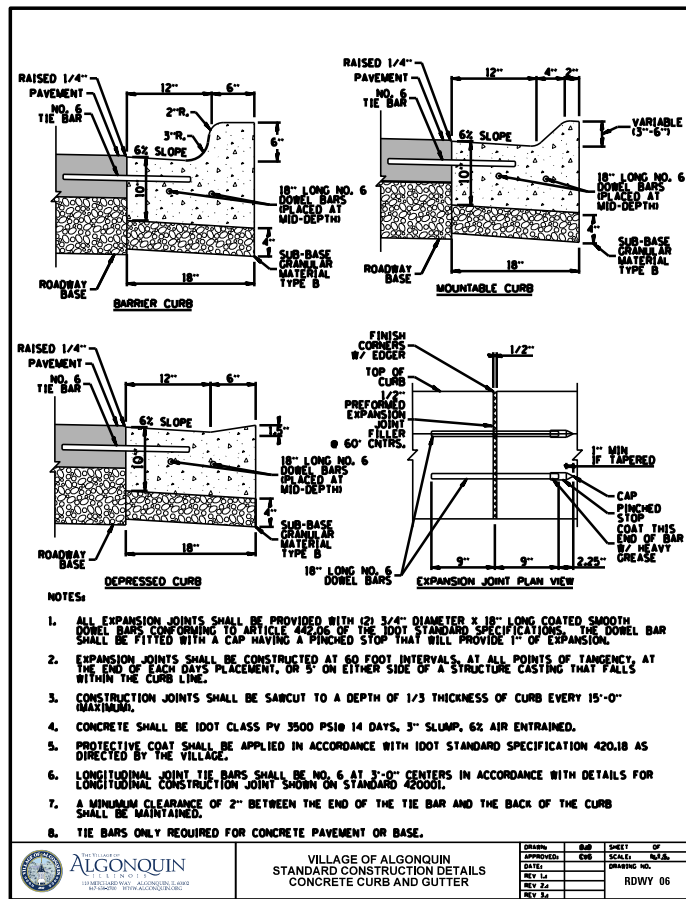
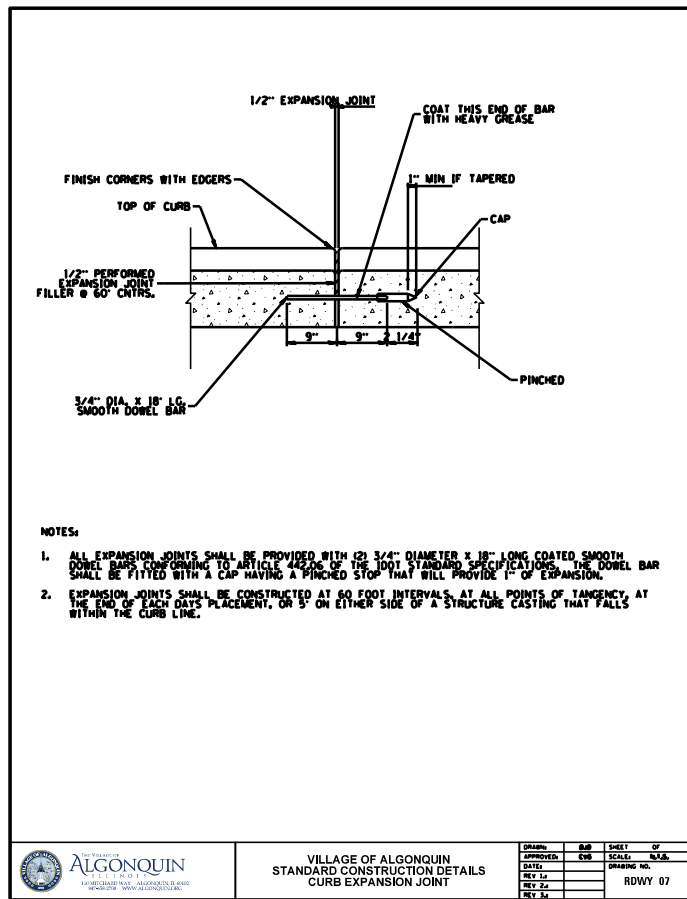
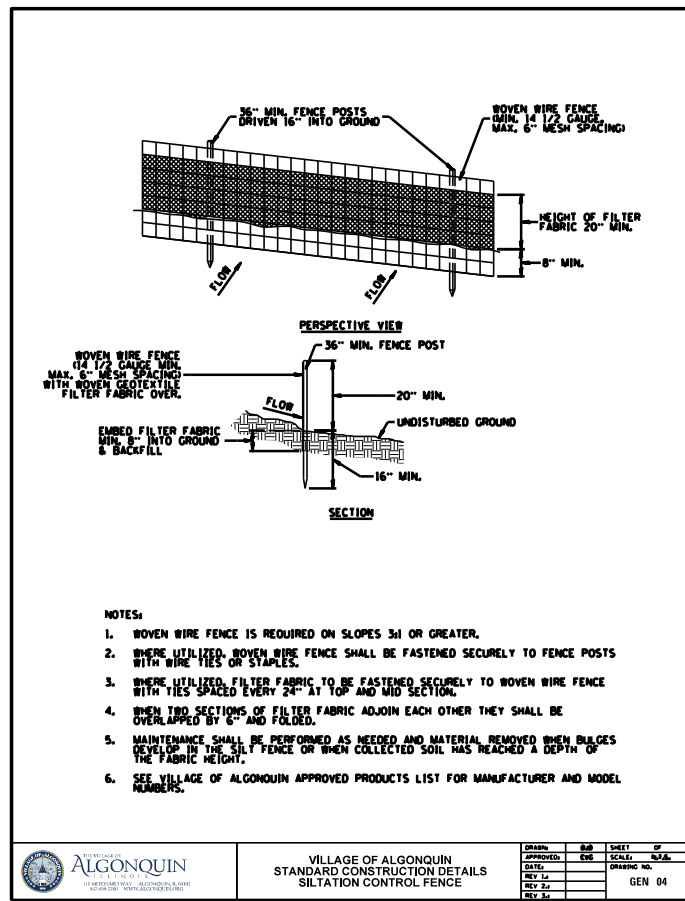
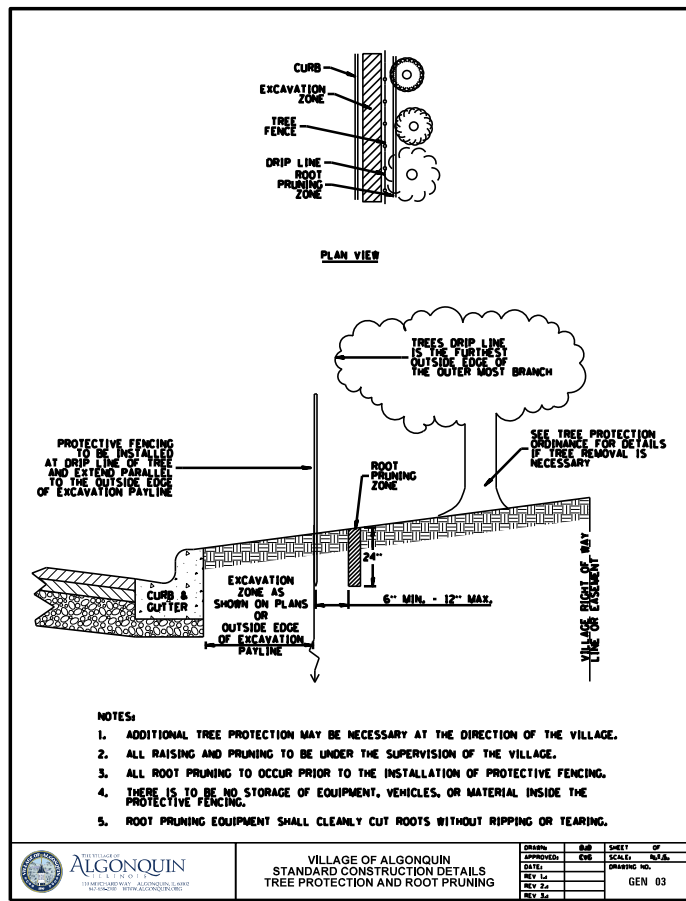
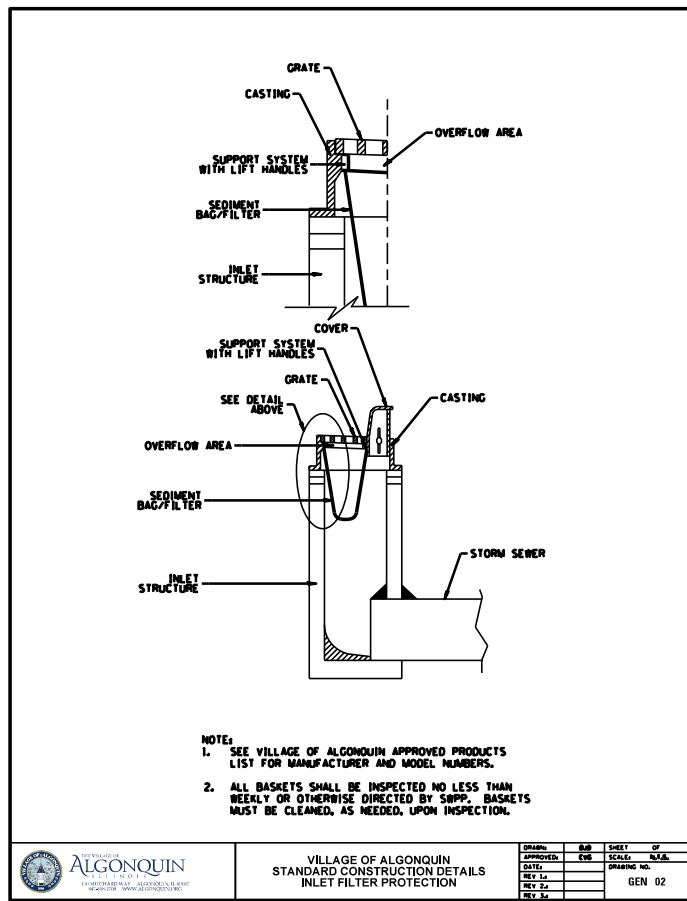
PRESIDENTIAL PARK



LEGEND	
	INLET FILTERS
	TEMPORARY FENCE
	PERIMETER EROSION BARRIER
	LANDSCAPE RESTORATION (SPL) TOPSOIL FURNISH & PLACE, 6" SEEDING, CLASS 1A EROSION CONTROL BLANKET

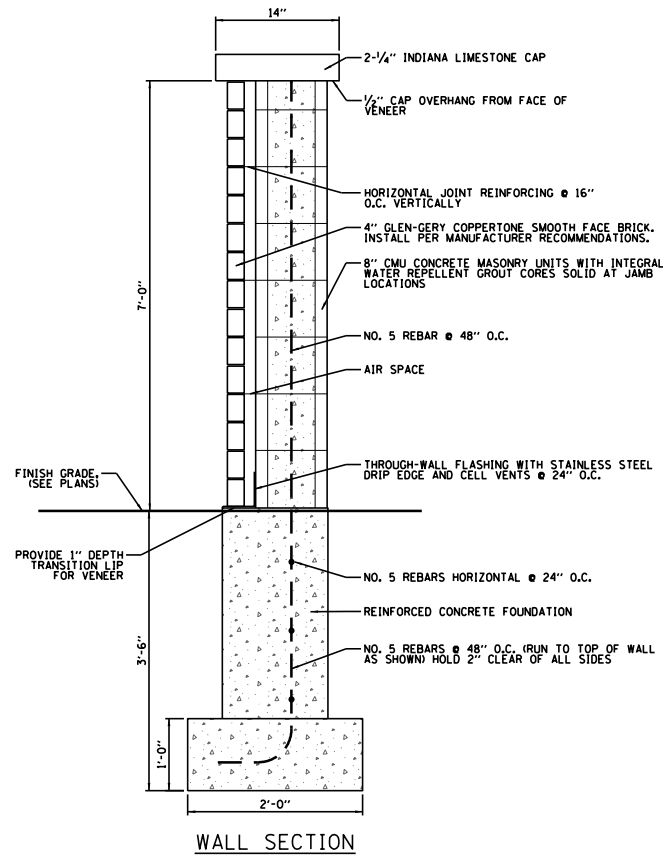


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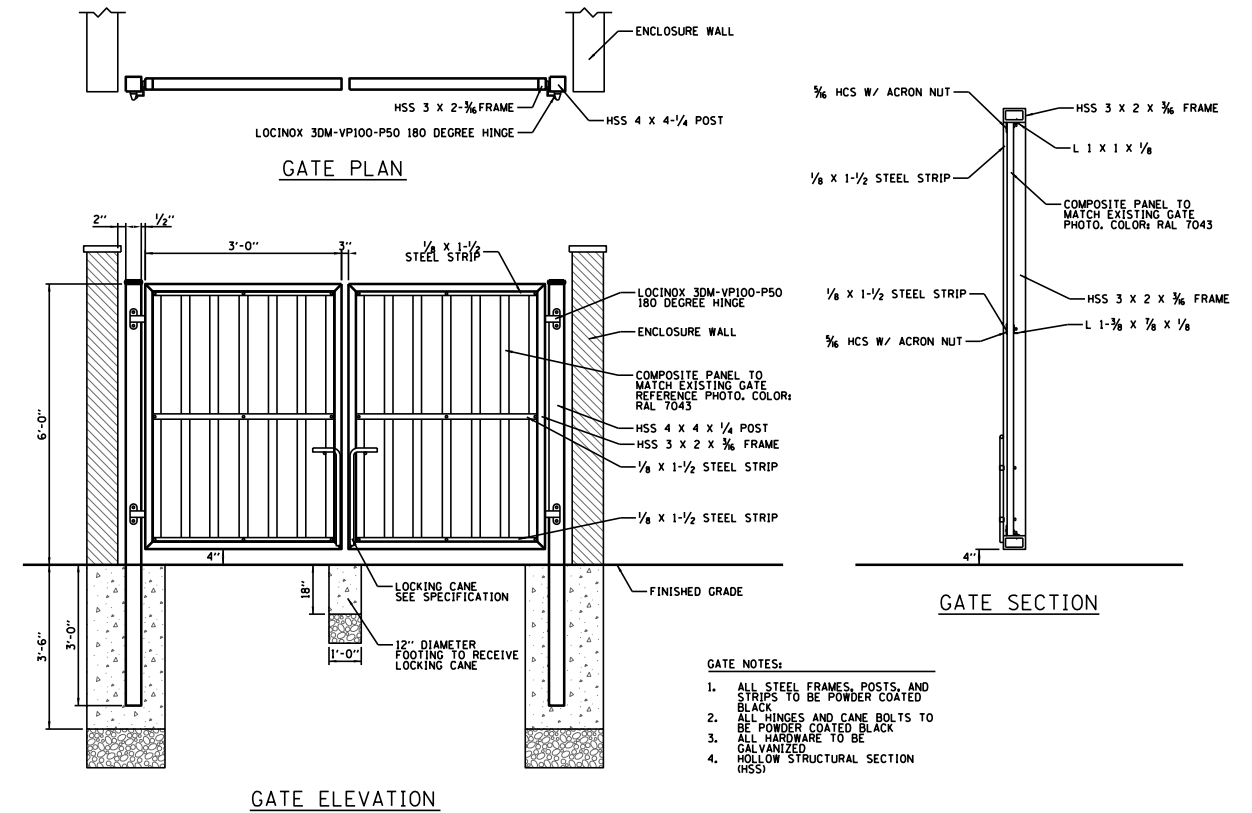


EXISTING ENCLOSURE AND GATE REFERENCE PHOTO



DUMPSTER ENCLOSURE (SPECIAL)
DUMPSTER ENCLOSURE FOUNDATIONS (SPECIAL)

N.T.S.



FURNISH AND INSTALL DUMPSTER GATES (SPECIAL)

N.T.S.



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Christopher Burke Engineering, Ltd., for the Engineering Services of the Fox River Floodplain Analysis and LOMR in the Amount of \$118,858.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

**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
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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



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Featherstone for the Construction Oversight and General Conditions of the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$620,700.76, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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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User Notes:

(1295019893)

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
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 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

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 AS4.2 SALT DOME SECTION AND ELEVATION
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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

§ 1.1.3 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.

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	45,849.00
4	Construction Staff General Requirements Subtotal Based on (6) Month Project Duration:	225,400.00
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

§ 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:

Init.

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User Notes:

(1295019893)

(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 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. 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)



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Johler Demolition, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$35,800.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Johler Demolition, Inc
16051 W Deerfield Pkwy
Lincolnshire, IL 60069

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 01 - Demolition Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

Init.

/

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Thirty-five thousand eight hundred** (\$ 35,800), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable

(Table deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment

whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

☒ Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Patrick Grady
Johler Demolition, Inc

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of

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arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
 - b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

- (1) *It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.*

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 (2) Mobilizations is understood, (1) brine farm/maker demo (1) Existing Salt Dome

§ 8.8.2 Exhaust Fan to be demoed with structure, not selective demolition

§ 8.8.3 Electrician to make safe and air gap panel salt D that is feeding the existing salt dome

§ 8.8.4 PP Cost is Included in Bid

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
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G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE	3/12/2026

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	BID	
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents

unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)
PATRICK GRADY
(Printed name and title)

JOHLER DEMOLITION, INC

CONTRACTOR (Signature)
Patrick Grady - VP
(Printed name and title)

Village of Algonquin signature

Printed name and title

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 01 - Demolition - Johler Demolition, Inc	Approved Costs
1	Base Bid	35,800.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
	Alternate #2 Mitchard Way Detention Basin	Not Applicable
	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
5		
6	Addendums	
7	Bid Addendum #1 dated March 24, 2026	Acknowledged
	Bid Addendum #2 dated March 30, 2026	Acknowledged
	Bid Addendum #3 dated March 31, 2026	Acknowledged
8		
9	Bid Clarifications	
11		
12	Scheduling Notes:	
13	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
14		
15	Submittals:	
16	Not Applicable	
17		
18	Material Procurement after approved submittals:	
19	Not Applicable	
20		
21	Miscellaneous Provisions:	
22	(2) Mobilizations is understood, (1) brine farm/maker demo (1) Existing Salt Dome	
23	Exhaust Fan to be demoed with structure, not selective demolition	
24	Electrician to make safe and air gap panel salt D that is feeding the existing salt dome	
25	PP Cost is Included in Bid	
26		
27	Total Adjusted Contract:	35,800.00



2026 – R – __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Doetsch Contractors, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$391,000.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Doetsch Contractors, Inc.
3501 16th Street
Zion, IL 60099

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 02 Earthwork Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ The date of this Agreement.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **Three hundred ninety-one thousand** (\$ 391,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #2 Mitchard Way Detention Basin	\$21,000

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable

(Table deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule

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provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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Belle Doetsch Harlow
Doetsch Contractors, Inc.
3501 16th Street
Zion, IL 60099

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent

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Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 Quantity of stockpile berm: 3,500 CY (provided for reference to indicate berm size). Final quantity to be determined during construction.

§ 8.8.2 Balance of Site: 50 CY of haul-off (provided for informational purposes only)

§ 8.8.3 Furnish / Import topsoil cost per CY Assumes export of existing material as sub D, rough topsoil back in. Cost Per CY / \$180

§ 8.8.4 Spoil Haul-Off - per CY. Assuming CCDD Material, rate is per CY/ \$40

§ 8.8.5 Undercut Unit Rate - Excavate 18" and backfill with 18" of CA1 on top of geo fabric, material to be removed from site. Assuming CCDD Material, rate is per CY / \$100

§ 8.8.6 Assumed 2" of CA-6 for fine grading to be performed by the concrete contractor

§ 8.8.7 Figured Topsoil Test on Detention Basin #1

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.3 Project Manual General requirements dated March 12th, 2026
(Paragraphs deleted)

.4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.1	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS2.2		3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026

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AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11

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Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 02 - Earthwork - Doetsch Contractors Inc	Approved Costs
1	Base Bid	370,000.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	(6,600.00)
5	Alternate #2 Mitchard Way Detention Basin	21,000.00
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	Geo fabric, rip rap, CA-6 / CA-7 product data - 1 week	
21		
22	Material Procurement after approved submittals:	
23	Not Applicable	
24		
25	Miscellaneous Provisions:	
26	Quantity of stockpile berm: 3,500 CY (provided for reference to indicate berm size). Final quantity to be determined during construction.	
27	Balance of Site: 50 CY of haul-off (provided for informational purposes only)	
28	Furnish / Import topsoil cost per CY Assumes export of existing material as sub D, rough topsoil back in.	180.00
29	Spoil Haul-Off - per CY. Assuming CCDD Material, rate is per CY	40.00
30	Undercut Unit Rate - Excavate 18" and backfill with 18" of CA1 on top of geo fabric, material to be removed from site. Assuming CCDD Material, rate is per CY	100.00
31	Assumed 2" of CA-6 for fine grading to be performed by the concrete contractor	
32	Figured Topsoil Test on Detention Basin #1	
33		
34	Total Adjusted Contract:	391,000.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and DK Contractors, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$381,340.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

DK Contractors, Inc
11013 122nd Street
Pleasant Prairie, WI 53159

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 03 - Site Utilities Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

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/

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **Three hundred eighty-one thousand three hundred forty dollars and zero cents (\$381,340.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #2 Mitchard Way Detention Basin	\$44,059.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

(Table deleted)

Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable

(Table deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule

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provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procure the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Init.

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Micky Day
DK Contractors, Inc
11013 122nd Street
Pleasant Prairie, WI 53159

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent

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Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 4’ depth figured on the brine lines from pump to existing mechanical room

§ 8.8.2 Earthwork contractor to walk the subgrade after utility work to accept condition

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026

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C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026

AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

micky day

CONTRACTOR (Signature)
micky Day

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 03 - Site Utilities - DK Contractors, Inc.	Approved Costs
1	Base Bid	337,281.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
5	Alternate #2 Mitchard Way Detention Basin	44,059.00
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	7-10 Days: Product / Shop Drawings	
21		
22	Material Procurement after approved submittals:	
23	Structures: 2 weeks	
24	Sump Pump: 2 weeks	
25	Trench Drain/Underdrain: 2 weeks	
26	Custom Lids - 4 weeks	
27		
28	Miscellaneous Provisions:	
29	4' depth figured on the brine lines from pump to existing mechanical room	
30	Earthwork contractor to walk the subgrade after utility work to accept condition	
31		
32		
33		
34	Total Adjusted Contract:	381,340.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Eagle Concrete, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$1,346,800.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Eagle Concrete, Inc.
1305 S. River Street
Batavia, IL 60510

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 04 - Concrete & Concrete Paving Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ The date of this Agreement.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **One million three hundred forty-six thousand eight hundred dollars and zero cents (\$1,346,800.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable

(Table deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment

whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

☒ Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Craig Martin
Eagle Concrete, Inc.

Init.

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(2001303346)

1305 S. River Street
Batavia, IL 60510

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of

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arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
 - b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) *It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.*

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 New salt dome walls figured as 12" thick

§ 8.8.2 7" SOG W/ 6X6-W2.9XW2.9 WWR not included not in Drawings

§ 8.8.3 Included finished concrete and CJ ready for paint at pump house walls

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026

C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.1	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS2.2		3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026

AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

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User Notes:

(2001303346)

.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Kelsey Kwidzinski

CONTRACTOR (Signature)

Kelsey Kwidzinski PM/EST

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 04 - Concrete & Concrete Paving - Eagle Concrete, Inc.	Approved Costs
1	Base Bid	1,346,800.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	(12,420.00)
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	(44,000.00)
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	Shop drawings 2 weeks (weeks for new dome after final drawings)	
21	Product Data/ Mix Designs - 2 weeks	
22	Material Procurement after approved submittals:	
23	2-3 weeks from approval	
24		
25	Miscellaneous Provisions:	
26	New salt dome walls figured as 12" thick	
27	7" SOG W/ 6X6-W2.9XW2.9 WWR not included not in Drawings.	
28	Included finished concrete and CJ ready for paint at pump house walls.	
29		
30		
31	Total Adjusted Contract:	1,346,800.00



2026 - R - __

VILLAGE OF ALGONQUIN

RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Schroeder Asphalt Services, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$574,000.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Schroeder Asphalt Services, Inc
11022 South Grant Hwy.
Marengo, IL 60152

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 05 - Asphalt Paving Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

Init.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Five hundred seventy-four thousand (\$ 574,000.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

Not Applicable

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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)
Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)
§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.
(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procure the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraph deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraphs deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment

whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraph deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

Init.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brent Schroeder
Schroeder Asphalt Services, Inc
11022 South Grant Hwy.
Marengo, IL 60152

Init.

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User Notes:

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.

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User Notes:

(1299211570)

Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. INTENTIONALLY OMITTED

7. Insurance - Other Requirements

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. Insurance required for the CONTRACTOR

Same coverage required above.

9. Insurance required for the VILLAGE

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. Insurance Required for the CONTRACTOR and the VILLAGE

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. Worker's Compensation

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. Commercial General Liability

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

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2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder's Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 Fine grading by this contractor

§ 8.8.2 Protect curbs, gutters, structures, trench drains/underdrains, and finishes. Any pavement residue left on finishes will be this contractors responsibility to clean off or work will be replaced at this contractor's expense.

§ 8.8.3 Millings on existing parking lot to removed from site

§ 8.8.4 All worked to be completed during normal business hours

§ 8.8.5 Concrete collars by this contractor

§ 8.8.6 Asphalt within salt dome old and new is included

§ 8.8.7 Class D patches are Soley by this contractor no involvement of other trades including but not limiting to the following: saw cutting stone backfill to specified depth, paving

§ 8.8.8 Schedule - The following provisions are provided for convenience as limited excerpts relating to scheduling and coordination only. These excerpts are not intended to modify, limit, replace, or supersede any other obligations of the Contractor under the Contract Documents. The Contractor shall remain fully responsible for compliance with all applicable provisions of the AIA A232 – General Conditions and all other Contract Documents, whether or not specifically excerpted herein.

§ 8.8.9 Immediately upon award of the contract, the Contractor shall meet with the Construction Manager to provide Construction Manager with a detailed construction schedule, refining the pre-bid schedule criteria. Overall duration of the pre-bid schedule shall be maintained. Construction Manager will use the Contractor's detailed construction schedule to coordinate the Work of other trades and monitor the contractor's performances

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§ 8.8.10 Full control over use of float time in the construction schedule rests with the Construction Manager and the Owner and will be utilized by them in any necessary rescheduling of the construction schedule occasioned by design changes, sub-surface or field conditions, strikes, acts of God, unavoidable equipment and material delays, change order extensions of time, and rescheduling.

§ 8.8.11 Failure of Contractor to comply with the requirements of the Construction Manager under this provision shall be grounds for determination by the Construction Manager that Contractor is not prosecuting the Work with such diligence as will ensure completion within the time specified. Upon such determination, Construction Manager may have the Work, or any separable part thereof, executed by an outside contractor, or may inform the Owner who may terminate Contractor's right to preceed with the Work, or any separable part thereof, in accordance with the terms of the General Conditions, Article 14. All costs associated with such action shall be bore by the Contractor.

§ 8.8.12 At the call of the Construction Manager and every week thereafter, the Architect, the Construction Manager, the Contractors, and major subcontractors will meet at the job site to review and update the schedule. The Contractor shall have at attendance at these meetings personnel who are thoroughly familiar with the project and who have decision-making authority. They shall report the actual progress of the Work to indicate the status of each activity, determine the actual status of the project, and to mutually arrive at decisions or actions that may be required to maintain the projected schedule. Progress and revisions or changes to the original detailed construction schedule, if approved, will be made at the meeting.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
(Paragraph deleted)
- .2 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .3 Project Manual General requirements dated March 12th, 2026
(Paragraphs deleted)
- .4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026

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C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026

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01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA

Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample

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forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

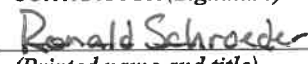
Pre-Bid Presentation Dated 3/18/2026

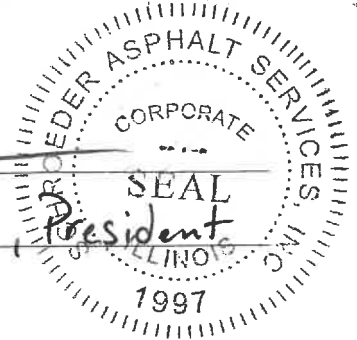
This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


CONTRACTOR (Signature)


(Printed name and title)



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Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 05 - Asphalt Paving - Schroeder Asphalt Services, Inc	Approved Costs
1	Base Bid	574,000.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8	Addendums	
9	Bid Addendum #1 dated March 24, 2026	Acknowledged
10	Bid Addendum #2 dated March 30, 2026	Acknowledged
11	Bid Addendum #3 dated March 31, 2026	Acknowledged
12		
13	Bid Clarifications	
14		
15	Scheduling Notes:	
16	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
17	(3) Mobilizations Included: New parking north lot, interior of salt dome, and existing parking mill and overlay	
18		
19	Submittals:	
20	Per Prebid Schedule Criteria dated March 12, 2026	
21	Mix Designs - Available come May	
22		
23	Material Procurement after approved submittals:	
24	Per Prebid Schedule Criteria dated March 12, 2026	
25	Miscellaneous Provisions:	
26	Fine grading by this contractor	
27	Protect curbs, gutters, structures, trench drains/underdrains, and finishes. Any pavement residue left on finishes will be this contractors responsibility to clean off or work will be replaced at this contractor's expense.	
28	Millings on existing parking lot to removed from site	
29	All worked to be completed during normal business hours	
30	Concrete collars by this contractor	
31	Asphalt within salt dome old and new is included	
32	Class D patches are Soley by this contractor no involvement of other trades including but not limiting to the following: saw cutting stone backfill to specified depth, paving	
33	Schedule - The following provisions are provided for convenience as limited excerpts relating to scheduling and coordination only. These excerpts are not intended to modify, limit, replace, or supersede any other obligations of the Contractor under the Contract Documents. The Contractor shall remain fully responsible for compliance with all applicable provisions of the AIA A232 – General Conditions and all other Contract Documents, whether or not specifically excerpted herein.	

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 05 - Asphalt Paving - Schroeder Asphalt Services, Inc	Approved Costs
34	- Immediately upon award of the contract, the Contractor shall meet with the Construction Manager to provide Construction Manager with a detailed construction schedule, refining the pre-bid schedule criteria. <u>Overall duration of the pre-bid schedule shall be maintained.</u> Construction Manager will use the Contractor's detailed construction schedule to coordinate the Work of other trades and monitor the contractor's performances	
35	- Full control over use of float time in the construction schedule rests with the Construction Manager and the Owner and will be utilized by them in any necessary rescheduling of the construction schedule occasioned by design changes, sub-surface or field conditions, strikes, acts of God, unavoidable equipment and material delays, change order extensions of time, and rescheduling.	
36	- Failure of Contractor to comply with the requirements of the Construction Manager under this provision shall be grounds for determination by the Construction Manager that Contractor is not prosecuting the Work with such diligence as will ensure completion within the time specified. Upon such determination, Construction Manager may have the Work, or any separable part thereof, executed by an outside contractor, or may inform the Owner who may terminate Contractor's right to precede with the Work, or any separable part thereof, in accordance with the terms of the General Conditions, Article 14. All costs associated with such action shall be bore by the Contractor.	
37	- At the call of the Construction Manager and every week thereafter, the Architect, the Construction Manager, the Contractors, and major subcontractors will meet at the job site to review and update the schedule. <u>The Contractor shall have at attendance at these meetings personnel</u> who are thoroughly familiar with the project and who have decision-making authority. They shall report the actual progress of the Work to indicate the status of each activity, determine the actual status of the project, and to mutually arrive at decisions or actions that may be required to maintain the projected schedule. Progress and revisions or changes to the original detailed construction schedule, if approved, will be made at the meeting.	
38		
39	Total Adjusted Contract:	574,000.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Landworks, Ltd. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$77,730.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Landworks Ltd
14817 S. Gougar Road
Lockport, IL 60491

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 06 Landscaping Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Seventy-seven thousand seven hundred thirty dollars and zero cents** (\$ 77,730.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #2 Mitchard Way Detention Basin	\$31,880

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)
Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule

provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐
(Paragraphs deleted)

☒ Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Hamish Drive
Algonquin, IL 60102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Gabriel Pizzuto
Landworks Ltd
14817 S. Gougar Road
Lockport, IL 60491

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent

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User Notes:

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Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder's Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

- § 8.8.1 Seed and blanket schedule after November 1st
- § 8.8.2 Native plugs end of august / month of September
- § 8.8.3 Paver restoration figured same time as native planting (End of August / September)
- § 8.8.4 Plugs can be planted in the wet
- § 8.8.5 No silt fence included. Will remove silt fence to blend seed and blanket
- § 8.8.6 No trees, plants, shrubs. Scope includes plugs and seed / blanket
- § 8.8.7 1 year standard growing period
- § 8.8.8 Topsoil amendments included within reason
- § 8.8.9 Included restoration between spoil berm and parking lot

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.3 Project Manual General requirements dated March 12th, 2026
(Paragraphs deleted)

.4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026

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AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications		
Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11

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Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .7 Other Exhibits:**
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

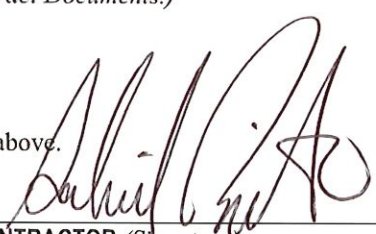
- .8 Other documents, if any, listed below:**
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


CONTRACTOR (Signature)

Gabriel Pizzuto - Director of Operations

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 06 - Landscaping - Landworks Ltd.	Approved Costs
1	Base Bid	45,850.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
5	Alternate #2 Mitchard Way Detention Basin	31,880.00
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	1 week for product data / seed mix design	
21		
22	Material Procurement after approved submittals:	
23	1 week lead time on plugs	
24		
25	Miscellaneous Provisions:	
26	Seed and blanket schedule after November 1st	
27	Native plugs end of august / month of September	
28	Paver restoration figured same time as native planting (End of August / September)	
29	Plugs can be planted in the wet	
30	No silt fence included. Will remove silt fence to blend seed and blanket	
31	No trees, plants, shrubs. Scope includes plugs and seed / blanket	
32	1 year standard growing period	
33	Topsoil amendments included within reason	
34	Included restoration between spoil berm and parking lot.	
37		
38	Total Adjusted Contract:	77,730.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Hargrave Builders, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$307,450.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Hargrave Builders, Inc
660 Schneider Drive
South Elgin, IL 60177

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 07 General Trades Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

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/

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be Three hundred seven thousand four hundred fifty (\$ 307,450.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraph deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any

lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Steve Straub
Hargrave Builders, Inc
660 Schneider Drive
South Elgin, IL 60177

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for

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User Notes:

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the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

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- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 Cornell Cookson coiling door was quoted. Outside mount was figured

§ 8.8.2 All sills and ledger wood that meet concrete are specified to be pressure-treated. All above-grade framing is specified to be Douglas fir

§ 8.8.3 6" vertical lap siding is specified: 8" is figured in panel segment not lapsiding

§ 8.8.4 Detail 9 /S1.00 (2) 2X10 figured at the intermediate blocking and toplate

§ 8.8.5 Detail 10/S1.10 2X10 sub fascia with the SmartSide Trim is figured consistent with Detail 23/AS3.2

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

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Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026

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AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Steve Straub, President

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 07 - General Trades - Hargrave Builders	Approved Costs
1	Base Bid	307,450.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	(20,000.00)
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	17,400.00
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	4-6 weeks	
21		
22	Material Procurement after approved submittals:	
23	Coiling Door - Hargrave to get back to us	
24	Windows - 4-6 weeks	
25	Doors - 12-14 weeks	
26		
27		
28	Miscellaneous Provisions:	
29	Cornell Cookson coiling door was quoted. Outside mount was figured	
30	All sills and ledger wood that meet concrete are specified to be pressure-treated. All above-grade framing is specified to be Douglas fir	
31	6" vertical lap siding is specified: 8" is figured in panel segment not lapsiding	
32	Detail 9 /S1.00 (2) 2X10 figured at the intermediate blocking and toplate	
33	Detail 10/S1.10 2X10 sub fascia with the SmartSide Trim is figured consistent with Detail 23/AS3.2	
34		
35		
36		
37	Total Adjusted Contract:	307,450.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and J&F Chiatello Construction, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$49,182.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

1387 Joliet St. #C
2200 Harnish Drive
Dyer, IN, 46311

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 08 Roofing Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ [X] By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **Forty-nine thousand one hundred eighty-two dollars and zero cents** (\$ 49,182.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Not Applicable

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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procure the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

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§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procure.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraph deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any

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lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐
(Paragraphs deleted)

☒ Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

James Chiattello
1387 Joliet St. #C
2200 Harnish Drive
Dyer, IN, 46311

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for

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the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) *It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.*

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

ITEM	MIN LIMITS
1.a Coverage A – Workers Compensation	STATUTORY
Coverage B- Employer's Liability	
Bodily Injury by Accident	\$100,000
Bodily Injury by Disease – Each Employee	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
1.b Comprehensive General Liability	
Each occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000
1.c Comprehensive Automobile Liability	
Each occurrence	\$1,000,000
1.d Builder's Risk - Installation Floater	Not Applicable
1.e Umbrella or Excess Liability	\$3,000,000
1.f Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8 .1 Dumpster to be provided by owner / construction manager

§ 8.8 .2 Coordinate samples / product with contract 10 - salt dome contractor to align product.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026

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User Notes:

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C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026

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AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:

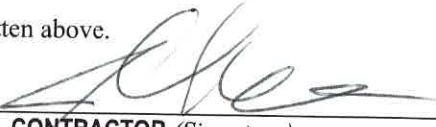
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

James Chiattello, President

(Printed name and title)

Init.

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 08 - Roofing - J&F Chiattello Construction, Inc.	Approved Costs
1	Base Bid	
2		49,182.00
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	(12,082.00)
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	2-3 Weeks	
21		
22	Material Procurement after approved submittals:	
23	Shingles 1-2 weeks	
24	Downspout and Gutters *Todd to get back on lead time*	
25		
26	Miscellaneous Provisions:	
27	Dumpster to be provided by owner / construction manager	
28	Coordinate samples / product with contract 10 - salt dome contractor to align product.	
29		
30		
31		
32	Total Adjusted Contract:	49,182.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Associated Electric Contractors, LLC. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$179,000.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Associated Electrical Contractors, LLC
P.O. Box 39 319 Lamb Road
Woodstock, IL 60098

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(2054646856)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 09 Electrical Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

[☒] The date of this Agreement.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **One hundred seventy-nine thousand dollars and zero cents (\$ 179,000.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraph deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any

lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Anthony Schnully
Associated Electrical Contractors, LLC
P.O. Box 39 319 Lamb Road
Woodstock, IL 60098

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for

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User Notes:

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the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

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- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) *It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.*

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 Figured Boring the site electric with exceptions between the new and existing salt dome

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026

C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026

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User Notes:

(2054646856)

AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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User Notes:

(2054646856)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:

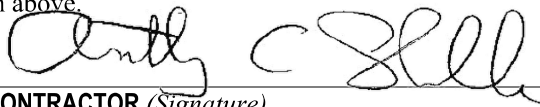
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Anthony C Schnulle, Managing Member

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 09 - Electrical - Associated Electrical Contractors, LLC	Approved Costs
1	Base Bid	179,000.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	(2,100.00)
5	Alternate #2 Mitchard Way Detention Basin	N/A
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	N/A
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	2 wks on submittals	
21		
22		
23	Material Procurement after approved submittals:	
24	Lead Times:	
25	Power Panel - 12 wks	
26	Fixtures - 8/10 wks	
27		
28	Miscellaneous Provisions:	
29	Figured Boring the site electric with exceptions between the new and existing salt dome	
30		
31		
32		
33		
34	Total Adjusted Contract:	179,000.00



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Bulk Storage, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$983,036.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

28101 S Yates Ave

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

Bulk Storage Inc
28101 S Yates Ave
Beecher, IL 60401

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 10 - Fabricated Engineered Structures (Salt Dome) Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

Init.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ [X] By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Nine hundred eighty-three thousand thirty-six dollars and zero cents (\$ 983,036.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable

(Table deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraph deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procure the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraph deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procure.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any

lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Zack Deery
Bulk Storage Inc
28101 S Yates Ave
Beecher, IL 60401

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for

Init.

the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. **Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance**

(in an amount not less than those specified below)

- a. **Worker's Compensation**
 - (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
 - (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

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- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation Coverage B- Employer's Liability	STATUTORY
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder's Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8 .1 Coordinate rough opening with the general trades contractor for the coiling door

§ 8.8 .2 Foundation thickness needs to be 18" thick not 12"

§ 8.8 .3 Bulk storage to provide engineered drawings for concrete design

§ 8.8 .4 Provide a detailed layout map of the anchor bolts to be wet set during the concrete pour

§ 8.8 .5 PP Bond and prevailing wage included

§ 8.8 .6 118' diameter dome

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

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Number	Title	Date
G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026

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AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE BID	3/12/2026
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications

Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

Zak Deery - President

(Printed name and title)

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 10 - Fabricated Engineered Structures (Salt Dome) - Bulk Storage Inc	Approved Costs
1	Base Bid	983,036.00
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	Shop Drawings: 5 business days before calculations	
21	Calculations: 7-10 business days	
22	Product Data: 7-10 business days	
23		
24	Material Procurement after approved submittals:	
25	Dimensional lumber procurement: 3-4 weeks	
26	Panels: 4 weeks on fabrication	
27	Exhaust fan: 1-2 weeks	
28		
29	Miscellaneous Provisions:	
30	Coordinate rough opening with the general trades contractor for the coiling door	
31	Foundation thickness needs to be 18" thick not 12"	
32	Bulk storage to provide engineered drawings for concrete design	
33	Provide a detailed layout map of the anchor bolts to be wet set during the concrete pour	
34	PP Bond and prevailing wage included	
35	118' diameter dome	
37		
38	Total Adjusted Contract:	983,036.00



2026 - R - __

VILLAGE OF ALGONQUIN

RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Kimco USA, Inc. for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$322,198.70, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-One day of April in the year 2026
(In words, indicate day, month, and year.)

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

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

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

Kimco USA Inc
118 E Trefz Dr
Marshall, IL 62441

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

Village of Algonquin / McHenry County
Shared Yard Improvements Project
110 Mitchard Way
Algonquin, IL 60102

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

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

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

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

The Owner and Contractor 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Project Manual (including all exhibits, schedules, addenda, and forms), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. To the extent of any conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately and in writing seek clarification from the Construction Manager and notify the Owner that such clarification has been requested.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, and reasonably inferable as may be necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 11 - Conveying Equipment Contract is also further defined in the Project Manual General Requirement dated March 12th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Check one of the following boxes.)

☒ The date of this Agreement.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 **Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

§ 3.3.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

§ 3.4 **When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

☒ By the following date as defined in the Prebid Schedule Criteria Dated **March 12th, 2026**

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Paragraph deleted)

(Table deleted)

§ 3.4.2.1 As indicated in the Prebid Scheduler Criteria Dated **March 12th, 2026**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 **Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **Three hundred twenty-two thousand one hundred ninety-eight dollars and seventy cents (\$ 322,198.70)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 **Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Not Applicable

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)
Not Applicable

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

At project completion, any unused allowance will be credited back to the owner via a deductive change order.

Not Applicable
(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit B dated 4/21/2026

(Paragraphs deleted)

§ 4.2.4.1 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Owner shall not be required to make payment unless in its own independent judgment it accepts the Construction Manager's Certificate.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are governed by the Illinois Local Government Prompt Payment Act. Provided that an Application for Payment is received by the Construction Manager not later than the dates outlined in the Billing Application Schedule provided, it is expected that an Application for Payment shall be eligible for processing at the following month's meeting of the Board and distributed to the Contractor in a timely manner.

(Federal, state or local laws may require payment within a certain period of time.)

Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the Owner.

(Paragraphs deleted)

§5.1.2 From such progress payments Owner shall retain a sum equal to ten percent (10%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's and Architect's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to five percent (5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner, Architect, and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons.

(Paragraphs deleted)

§5.1.3 The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992. Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraph deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraphs deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the State of Illinois, Department of Labor Certified Transcript of Payroll form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraph deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
- .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
- .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
- .4 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any

lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[
(Paragraphs deleted)

X] Litigation in a court of competent jurisdiction.

§ 6.3 Governing Law

The Contract shall be governed by the laws of the State of Illinois.

§ 6.4 Venue

All judicial proceedings brought by or against the Contractor with respect to this Agreement shall be brought in any federal or state court located in McHenry County, Illinois. The Contractor does further hereby consent and yield to the jurisdiction of the federal and/or state courts in the County of Lake, State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Contractor.

§ 6.5 Attorney's Fees

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nadim Badran
Deputy Village Manager/Director of Public Works
Village Hall, William J. Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Blake Coffey
Kimco USA Inc
118 E Trefz Dr
Marshall, IL 62441

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,

§ 8.5.1.1 The Certificates of Insurance as required by Article 8.5.1 of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 8.5.1.2 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Worker's Compensation insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
2. A Commercial General Liability policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
3. A Commercial Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.
4. The CONTRACTOR shall purchase a Builder's Risk and Installation Floater in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for

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the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.

5. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

6. **INTENTIONALLY OMITTED**

7. **Insurance - Other Requirements**

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

8. **Insurance required for the CONTRACTOR**

Same coverage required above.

9. **Insurance required for the VILLAGE**

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

10. **Insurance Required for the CONTRACTOR and the VILLAGE**

- a) Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

11. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. **Worker's Compensation**

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00. A waiver of subrogation in favor of the Village shall be included.

1. **Commercial General Liability**

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- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

2. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

3. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

12. Qualification of Insurer

- a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

13. Subrogation Clause

- a) The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

(1) *It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.*

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

	ITEM	MIN LIMITS
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer’s Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder’s Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Village of Algonquin, Featherstone, Inc., Christopher B. Burke Engineering, LTD and Williams Architects will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019.

(Paragraphs deleted)

§ 8.8 Other provisions:

§ 8.8.1 Contract 10 to identify which dome panel / ring the conveyor system can go in the structure

§ 8.8.2 Line item L is not applicable. Per addendum #2 auto greaser is to be furnished and installed

§ 8.8.3 Coneyor ladder is included

§ 8.8.4 L angle for salt grate is included as a furnish item to be turned over to concrete contractor during pour.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

- .3 Project Manual General requirements dated March 12th, 2026

(Paragraphs deleted)

- .4 Drawings

Number

Title

Date

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G1.1	TITLE SHEET	3/12/2026
C0.1	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.2	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.3	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.4	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.5	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C0.6	GENERAL NOTES & SPECIFICATIONS	3/12/2026
C1.1	TIES AND BENCHMARKS	3/12/2026
C1.2	TIES AND BENCHMARKS	3/12/2026
C2.1	EXISTING CONDITIONS AND REMOVAL PLAN	3/12/2026
C3.1	PROPOSED PLAN	3/12/2026
C4.1	DRAINAGE PLAN	3/12/2026
C5.1	GRADING PLAN	3/12/2026
C5.2	GRADING PLAN	3/12/2026
C5.3	STORMWATER BASIN PLANS	3/12/2026
C6.1	SOIL EROSION AND SEDIMENT CONTROL PLAN	3/12/2026
C6.2	SOIL EROSION AND SEDIMENT CONTROL PLANS	3/12/2026
C7.1	PAVEMENT MARKING PLAN	3/12/2026
C8.1	CONSTRUCTION DETAILS	3/12/2026
C8.2	CONSTRUCTION DETAILS	3/12/2026
C8.3	CONSTRUCTION DETAILS	3/12/2026
C8.4	CONSTRUCTION DETAILS	3/12/2026
C8.5	CONSTRUCTION DETAILS	3/12/2026
C8.6	CONSTRUCTION DETAILS	3/12/2026
C8.7	CONSTRUCTION DETAILS	3/12/2026
C8.8	CONSTRUCTION DETAILS	3/12/2026
S0.0	GENERAL NOTES	3/12/2026
S0.1	GENERAL NOTES, SPECIAL INSPECTIONS, TESTS, ABBREVIATIONS AND SYMBOLS	3/12/2026
S0.2	3D VIEWS	3/12/2026
S1.0	FOUNDATION AND ROOF FRAMING PLANS AND DETAILS - MATERIAL STORAGE	3/12/2026
S1.1	FOUNDATION AND ROOF FRAMING AND DETAILS - BRINE TANK & PUMP HOUSE	3/12/2026
S1.2	PUMP HOUSE WOOD ALTERNATE	3/12/2026
S1.3	CONVEYOR PIT AND SHED STRUCTURE	3/12/2026
AD1.1	DEMOLITION SITE PLAN	3/12/2026
AS1.1	OVERALL ARCHITECTURAL SITE PLAN	3/12/2026
AS2.1	MATERIAL STORAGE BINS PLANS AND DETAILS	3/12/2026
AS2.2	MATERIAL STORAGE BINS ELEVATIONS AND SECTION	3/12/2026
AS3.1	BRINE TANK FARM PLANS AND ELEVATIONS	3/12/2026
AS3.2	BRINE TANK FARM PLANS, SECTIONS, AND DETAILS	3/12/2026
AS3.3	PUMP HOUSE EXTERIOR ELEVATIONS	3/12/2026
AS3.4	PUMP HOUSE EXTERIOR ELEVATIONS -ALTERNATE	3/12/2026

Init.

/

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User Notes:

(827673445)

	BID	
AS4.1	SALT DOME PLANS	3/12/2026
AS4.2	SALT DOME ELEVATIONS AND SECTIONS	3/12/2026
AS4.3	SALT DOME SHED	3/12/2026
AS5.1	PERSPECTIVE VIEWS	3/12/2026
E0.0	ELECTRICAL COVERSHEET	3/12/2026
ED1.0	ELECTRICAL DEMOLITION SITE PLAN	3/12/2026
E1.0	SITE PLAN - ELECTRICAL	3/12/2026
E2.0	ENLARGED PLANS - ELECTRICAL	3/12/2026
E2.1	ENLARGED PLANS - ELECTRICAL	3/12/2026
E3.0	ONE LINE DIAGRAM - ELECTRICAL	3/12/2026
E4.0	ELECTRICAL SCHEDULES	3/12/2026

(Paragraph deleted)

.5 Specifications		
Section	Title	Date
	3-Year BMP Management & Monitoring Plan	3/12/2026
01 23 00	ALTERNATES	3/12/2026
01 25 00	SUBSTITUTION PROCEDURES	3/12/2026
01 33 10	DISTRIBUTION OF ARCHITECTS ELECTRONIC FILES	3/12/2026
01 40 00	QUALITY REQUIREMENTS	3/12/2026
01 41 00	REGULATORY REQUIREMENTS	3/12/2026
01 42 00	REFERENCES	3/12/2026
01 42 16	DEFINITIONS	3/12/2026
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	3/12/2026
01 60 00	PRODUCT REQUIREMENTS	3/12/2026
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	3/12/2026
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	3/12/2026
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/12/2026
01 78 00	CLOSEOUT SUBMITTALS	3/12/2026
06 10 00	ROUGH CARPENTRY	3/12/2026
07 21 00	THERMAL INSULATION	3/12/2026
07 31 13	ASPHALT SHINGLES	3/12/2026
07 46 43	COMPOSITION SIDING AND TRIM	3/12/2026
07 62 00	SHEET METAL FLASHING AND TRIM	3/12/2026
07 92 00	JOINT SEALANTS	3/12/2026
08 16 13	FIBERGLASS DOORS AND FRAMES	3/12/2026
08 33 23	OVERHEAD COILING DOORS	3/12/2026
08 51 13	ALUMINUM WINDOWS	3/12/2026
08 80 00	GLAZING	3/12/2026
09 91 13	EXTERIOR PAINTING	3/12/2026
13 34 20	PRE-ENGINEERED DOME STYLE SALT STORAGE BUILDING	3/12/2026

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	3/24/2026	11
Addendum #2	3/30/2026	6
Addendum #3	3/31/2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents

unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated 4/21/2026

7.2 Exhibit B Unit Prices dated 4/21/2026

(Paragraph deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	March 12, 2026
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary Controls	
01630	Product Option and Substitutions	
	Geotechnical Engineered Services Report	December 19, 2025
	Geotechnical Engineered Boring Log	December 11, 2025

(Paragraphs deleted)

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pre-Bid Presentation Dated 3/18/2026

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Blake D. Coffey
(Printed name and title)

Init.

Village of Algonquin McHenry County
Shared Yard Improvements Bid Tabulation
Contract Break Down

Exhibit A
4/21/26

	Contract 11 - Conveying Equipment - Kimco USA Inc	Approved Costs
1	Base Bid	322,198.70
2		
3	Alternates	
4	Alternate #1 Deduct (2) Materials Storage Bins	Not Applicable
5	Alternate #2 Mitchard Way Detention Basin	Not Applicable
6	Alternate #3 Pump House Exterior Framing in Lieu of Cast in Place Concrete	Not Applicable
7		
8		
9	Addendums	
10	Bid Addendum #1 dated March 24, 2026	Acknowledged
11	Bid Addendum #2 dated March 30, 2026	Acknowledged
12	Bid Addendum #3 dated March 31, 2026	Acknowledged
13		
14	Bid Clarifications	
15		
16	Scheduling Notes:	
17	Prebid Schedule Criteria dated March 12, 2026	Acknowledged
18		
19	Submittals:	
20	Shop Drawing - 2 Week (1 week of coordination)	
21	Product Data - Less than a week	
22		
23	Material Procurement after approved submittals:	
24	Control panel - 10 / 12 weeks	
25	Belt - 2 weeks	
26	Hopper / Screens - 2 wks. After Field measure of conveyor pit basement	
27		
28		
29	Miscellaneous Provisions:	
30	Contract 10 to identify which dome panel / ring the conveyor system can go in the structure	
31	Line item L is not applicable. Per addendum #2 auto greaser is to be furnished and installed	
32	Coneyor ladder is included	
33	L angle for salt grate is included as a furnish item to be turned over to concrete contractor during pour.	
34		
35	Total Adjusted Contract:	322,198.70



2026 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Henderson Products for the Algonquin & McHenry County Shared Yard Improvements in the Amount of \$276,909.30, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2026

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: 3/27/2026

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

Project: Public Works Shared Yard Improvement	Location: Public Works, 110 Mitchard Way Algonquin, IL 60102
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Nadim Badran Phone: 847-458-7913 Email: nadimbdran@algonquin.org	Name: Henderson Products, Inc. Address: 1085 South Third Street PO Box 40, Manchester, IA 52057 Contact: Glenn Beck Phone: 563-927-2828 Email: gbeck@hendersonproducts.com

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

COST OF WORK: The Contract Price of the Work under this Agreement is:

X Lump Sum: \$276,909.30 Not to Exceed: Price as set forth in Schedule B Unit Price as set forth below:

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
	Each	Brine Making System (per attached Sourcewell quote)	\$276,909.30

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is June 25, 2026.

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

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

VENDOR:

VILLAGE OF ALGONQUIN

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

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

9. **Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

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

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

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

11. Indemnity:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

A RESOLUTION APPROVING A COVENANTS AND RESTRICTIONS AGREEMENT WITH 815 INVESTMENTS, LLC FOR THE PROPERTY LOCATED AT 314 WASHINGTON STREET

WHEREAS, the Village of Algonquin (the “Village”) is a home rule unit of government under the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, 815 Investments, LLC (the “Owner”) is the owner of certain real property commonly known as 314 Washington Street, Algonquin, Illinois (the “Property”); and

WHEREAS, the Village and the Owner desire to enter into a Covenants and Restrictions Agreement (the “Agreement”) to establish binding conditions related to the use, operation, maintenance, and/or development of the Property; and

WHEREAS, the Agreement is intended to promote to ensure the property is operated in a safe manner that reduces impact on the surrounding neighborhood. and maintained in a manner consistent with Village standards; and

WHEREAS, the Corporate Authorities of the Village have reviewed the proposed Agreement and find that it is in the best interests of the Village to approve and authorize execution of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The Covenants and Restrictions Agreement between the Village of Algonquin and 815 Investments, LLC, substantially in the form attached hereto as *Exhibit A*, is hereby approved.

SECTION 3: The Village Manager is hereby authorized and directed to execute, and the Village Clerk is authorized to attest to, said Agreement on behalf of the Village.

SECTION 4: The Village Manager and Village staff are hereby authorized to take all actions necessary to implement and enforce the terms of the Agreement.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2026

(seal)

APPROVED: _____
Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

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

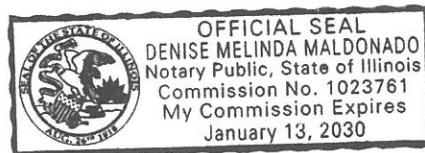
STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

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

The Gem of the Fox River Valley

April 16, 2026

Village President and Board of Trustees:

The List of Bills dated April 21, 2026, is recommended for approval as follows:

Vendor Payments	\$1,119,052.21
Payroll Expenses (4/15/26)	\$607,553.78
Total Recommended for Approval	\$ 1,726,605.99

For your information, this list of bills includes the following items, which are not typical of day-to-day Village operations.

Bolder Contractors LLC	\$92,124.00	High Hill Sanitary Relocation
Civiltech Engineering Inc	\$30,412.18	Square Barn Road
Dahme Mechanical Industries Inc	\$21,771.00	Algonquin Shores Lift Station
Motorola Solutions Inc	\$382,999.86	PD Radio Replacement
RJN Group Inc	\$18,100.00	Sanitary Sewer Flow Mon.
Stanton Mechanical Inc	\$27,372.00	WTP #3 HVAC Controls
Trotter & Associates Inc	\$16,220.50	Biosolids Handling

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses is available upon request.

Michael Kumbara
Deputy Village Manager/Chief Financial Officer

Village of Algonquin

List of Bills 4/21/2026

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1ST AYD CORPORATION					
PAPER TOWELS/TOILET TISSUE/WHITE,B	1,023.74	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	PSI861168	29260010
PAPER TOWELS/TOILET TISSUE/WHITE,B	410.02	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	PSI861168	29260010
Vendor Total: \$1,433.76					
ABILITY PEST CONTROL					
EXTERMINATOR - MARCH	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	7302	28260009
EXTERMINATOR - APRIL	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	7303	28260009
Vendor Total: \$396.00					
AL WARREN OIL COMPANY INC					
OIL	2,775.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	W1835630	29260121
FUEL	4,480.71	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	W1834696	29260129
FUEL	5,694.47	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	W1834695	29260129
Vendor Total: \$12,950.94					
ALGONQUIN LITH FIRE PROT DIST					
FIRST AID/CPR/AED EMPLOYEE TRAINING	1,300.00	GEN NONDEPT - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01900100-47740-	978	10260554
Vendor Total: \$1,300.00					
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC					
635 CLUTCH	2,447.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	PS2020321-1	29260158
Vendor Total: \$2,447.36					
AMERICAN LITHOGRAPHY AND PUBLISHING INC					
RECREATION - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SUMMER PROGRAM GUIDE	7,823.00	PRINTING & ADVERTISING	01101100-42243-	262113-01	5
Vendor Total: \$7,823.00					
AMERICAN SOLUTIONS FOR BUSINESS					
#10 WINDOW ENVELOPES	163.98	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	INV08808350	10260546
#10 WINDOW ENVELOPES	163.98	SEWER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07800400-42243-	INV08808350	10260546
#10 WINDOW ENVELOPES	163.97	WATER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07700400-42243-	INV08808350	10260546
Vendor Total: \$491.93					
AMS STORE AND SHRED LLC					
CD'S/DVD'S/TAPES/LICENSE PLATES DES	586.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	0226804	10260547
CD'S/DVD'S/TAPES/LICENSE PLATES DES	73.30	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	0226804	10260547
CD'S/DVD'S/TAPES/LICENSE PLATES DES	73.30	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	0226804	10260547
Vendor Total: \$733.00					
APEX INDUSTRIAL AUTOMATION LLC					
FACILITY MAINTENANCE	329.77	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	1296932	70260414
Vendor Total: \$329.77					
AQUA BACKFLOW INC					
CROSS CONNECTION CONTROL MARCH	1,393.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2026-0095	70260012
Vendor Total: \$1,393.00					
ATLAS BOBCAT LLC					
RETURNED REAR AND SIDE MIRRORS/M	-13.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BR4750	29260001
AIR FILTERS/OIL FILTERS	150.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BR4709	29260001

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$137.52					
BEAR AUTO GROUP					
TRANSDUCER	118.52	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	48752	29260035
SENSOR	150.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	48831	29260035
Vendor Total: \$268.52					
BOLDER CONTRACTORS LLC					
HIGH HILL SANITARY RELOCATION	92,124.00	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2503	1	40260458
Vendor Total: \$92,124.00					
BOND CONWAY LAW FIRM LTD					
MUNICIPAL COURT CONSULTANT MARCH	552.00	GS ADMIN - EXPENSE GEN GOV MUNICIPAL COURT	01100100-42305-	20794	10260031
Vendor Total: \$552.00					
BONNELL INDUSTRIES INC					
ALARM SWITCH	138.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0227344-IN	29260130
Vendor Total: \$138.89					
BRISTOL HOSE & FITTING					
REELED HOSES	877.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3605178	29260112
Vendor Total: \$877.88					
CALCO LTD					
SEWER-LAB SUPPLIES	209.80	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	AU82778	70260001
Vendor Total: \$209.80					
CHICAGO PARTS & SOUND ENTERPRISE					
BATTERY	634.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	40V0122800	29260155
BRAKE ROTOR ASSEMBLY/BRAKE LINE K	650.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	40V0122333	29260155
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SCRAP BATTERY REFUND	-66.00	INVENTORY	29-14220-	40C0025231	29260155
Vendor Total: \$1,218.25					
CHRISTOPHER B BURKE ENG LTD					
CLARENDALE MULTI-USE PATH	208.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2651	209435	40260445
BRITTANY HILLS SUBDIVISION IMPROVEI	726.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2503	209422	40260443
WILLOUGHBY FARMS SECTION 2	1,576.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2553	209419	40260441
HUNTINGTON DRIVE AND HIGH HILL	4,691.25	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2611	209437	40260446
IN HOUSE ENGINEERING	2,704.67	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	209420	40260442
IN HOUSE ENGINEERING	2,704.67	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	209420	40260442
WILLOUGHBY FARMS SECTION 3	5,652.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2561	209434	40260444
WOODS CREEK HEADWATER RESTORAT	5,729.67	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2601	209441	40260449
HUNTINGTON DRIVE AND HIGH HILL	6,316.53	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2611	209440	40260447
GASLIGHT TERRACE NORTH IMPROVEMI	9,597.25	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2661	209438	40260448
HUNTINGTON DRIVE AND HIGH HILL	11,483.25	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2611	209436	40260460
ARBOR HILLS SUBDIVISION IMPROVEME	14,596.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2601	209439	40260456
Vendor Total: \$65,985.79					
CIVILTECH ENGINEERING INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ADA TRANSITION PLAN	5,258.40	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	57090	40260450
SQUARE BARN ROAD	30,412.18	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2531	57155	40260461
Vendor Total: \$35,670.58					
CLARK BAIRD SMITH LLP					
LEGAL ASSISTANCE FOR PD CONTRACT	6,326.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	3652	10260555
Vendor Total: \$6,326.25					
COMMONWEALTH EDISON					
3/3/26-4/2/26 RATE 23 STREET LIGHTING	20,041.10	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	6618844000	50260004
Vendor Total: \$20,041.10					
CONSTELLATION TELECOM LLC					
04/01/2026 STATEMENT	23.34	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	8203	10260548
04/01/2026 STATEMENT	115.84	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	8203	10260548
04/01/2026 STATEMENT	46.06	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	8203	10260548
04/01/2026 STATEMENT	210.75	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8203	10260548
04/01/2026 STATEMENT	248.40	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	8203	10260548
04/01/2026 STATEMENT	23.34	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	8203	10260548
04/01/2026 STATEMENT	23.34	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	8203	10260548
04/01/2026 STATEMENT	15.06	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8203	10260548

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
04/01/2026 STATEMENT	23.34	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	8203	10260548
04/01/2026 STATEMENT	23.34	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8203	10260548
Vendor Total: \$752.81					
CORE & MAIN LP					
HARDWARE	590.00	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	Y747993	70260429
Vendor Total: \$590.00					
CRYSTAL VALLEY BATTERIES INC					
BATTERIES	79.22	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1903701063847	28260014
BATTERY	201.85	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701063765	29260026
Vendor Total: \$281.07					
DAHME MECHANICAL INDUSTRIES INC					
ALGONQUIN SHORES LIFT STATION PRE:	21,771.00	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2423	20260121	40260462
Vendor Total: \$21,771.00					
EAST JORDAN IRON WORKS INC					
MANHOLE FRAMES	3,241.44	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	110260016678	70260419
Vendor Total: \$3,241.44					
ENTERPRISE FM TRUST					
PRINCIPAL	2,059.24	BLDG MAINT- REVENUE & EXPENSES LEASES - NON CAPITAL	28900000-42272-	FBN5610662	
PRINCIPAL	1,831.24	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	FBN5610662	
PRINCIPAL	495.54	GENERAL SERVICES PW - EXPENSE LEASES - NON CAPITAL	01500300-42272-	FBN5610662	
GS ADMIN - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PRINCIPAL	915.62	LEASES - NON CAPITAL	01100100-42272-	FBN5610662	
PRINCIPAL	917.72	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	FBN5610662	
PRINCIPAL	737.83	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	FBN5610662	
PRINCIPAL	1,439.36	SEWER OPER - EXPENSE W&S BUSI LEASES - NON CAPITAL	07800400-42272-	FBN5610662	
PRINCIPAL	247.77	VEHCL MAINT-REVENUE & EXPENSES LEASES - NON CAPITAL	29900000-42272-	FBN5610662	
PRINCIPAL	3,446.27	WATER OPER - EXPENSE W&S BUSI LEASES - NON CAPITAL	07700400-42272-	FBN5610662	
INTEREST	783.65	BLDG MAINT- REVENUE & EXPENSES INTEREST EXPENSE	28900000-47790-	FBN5610662	
INTEREST	359.02	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	FBN5610662	
INTEREST	108.03	GENERAL SERVICES PW - INTEREST INTEREST EXPENSE	01500600-47790-	FBN5610662	
INTEREST	179.51	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	FBN5610662	
INTEREST	179.82	POLICE - INTEREST EXPENSE INTEREST EXPENSE	01200600-47790-	FBN5610662	
INTEREST	218.28	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	FBN5610662	
INTEREST	504.53	SEWER OPER - INTEREST EXPENSE INTEREST EXPENSE	07800600-47790-	FBN5610662	
INTEREST	54.01	VEHCL MAINT-REVENUE & EXPENSES INTEREST EXPENSE	29900000-47790-	FBN5610662	
		WATER OPER - INTEREST EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
INTEREST	995.98	INTEREST EXPENSE	07700600-47790-	FBN5610662	
		BLDG MAINT- REVENUE & EXPENSES			
INITIAL OTHER CHARGES	-150.00	PROFESSIONAL SERVICES	28900000-42234-	FBN5610662	
		SEWER OPER - EXPENSE W&S BUSI			
INITIAL OTHER CHARGES	-150.00	PROFESSIONAL SERVICES	07800400-42234-	FBN5610662	
		VEHCL MAINT-REVENUE & EXPENSES			
INITIAL OTHER CHARGES	-150.00	PROFESSIONAL SERVICES	29900000-42234-	FBN5610662	
		WATER OPER - EXPENSE W&S BUSI			
INITIAL OTHER CHARGES	-750.00	PROFESSIONAL SERVICES	07700400-42234-	FBN5610662	
Vendor Total: \$14,273.42					
ENVIRONMENTAL PRODUCTS & ACCESSORIES I					
COLLECTION SYSTEM	3,054.05	SEWER OPER - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	287271	70260422
Vendor Total: \$3,054.05					
EOSULLIVAN CONSULTING LLC					
CONSULTING SERVICES - MARCH 2026	4,000.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03-2026	10260096
Vendor Total: \$4,000.00					
FEATHERSTONE INC					
ALGONQUIIN MCHENRY SHARED YARD S	8,307.59	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2631	25-199-08	40260438
		W & S IMPR. - EXPENSE W&S BUSI			
ALGONQUIIN MCHENRY SHARED YARD S	8,307.59	ENGINEERING/DESIGN SERVICE	12900400-42232-W2611	25-199-08	40260438
Vendor Total: \$16,615.18					
FISHER AUTO PARTS INC					
RETURNED WINDSHIELD WASHER SOLVI	-178.70	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-747038	29260024
		VEHICLE MAINT. BALANCE SHEET			
OIL FILTER/AIR FILTER	59.54	INVENTORY	29-14220-	325-748629	29260024
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERY	136.40	INVENTORY	29-14220-	325-748552	29260024
WINDSHIELD WASHER SOLVENT	178.70	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-746695	29260024
WINDSHIELD WASHER SOLVENT	178.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-747363	29260024
AIR FILTERS	186.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	326-395123	29260024
DISC BRAKE PAD AND ROTORS	262.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-748344	29260024
Vendor Total: \$824.09					
FOSTER COACH SALES INC					
LIGHT TRIM RINGS	77.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	30731	29260081
FAN CONTROLLER/PRESSURE TRANSDL	1,239.21	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	30722	29260157
Vendor Total: \$1,316.95					
FRQ, LLC					
METER PARTS	1,557.75	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	S220430	70260415
Vendor Total: \$1,557.75					
GALLS INC					
RETURNED DYKSTRA'S BOOTS	-329.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	033140671	
RETURN SHIPPING DYKSTRA BOOTS	7.99	POLICE - EXPENSE PUB SAFETY POSTAGE	01200200-43317-	033138765	20260120
DYKSTRA BOOTS	107.57	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	032943921	20260120
DYKSTRA BOOTS	247.37	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	032955242	20260120
Vendor Total: \$32.98					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRAINGER					
FIRE HOSE ADAPTER	71.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9873297643	29260154
RUBBER COMPOUND	11.38	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9873833454	28260017
NIPPLE	20.70	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9869894551	28260017
WEDGE V-BELTS	28.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9875516248	28260017
TOILET BOWL MOP KIT	43.05	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9871759024	28260017
PLEATED AIR FILTERS	56.64	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9873297627	28260017
WATER NOZZLE	62.88	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9873297635	28260017
Vendor Total: \$294.13					
GROOT INDUSTRIES INC					
GARBAGE STICKER SALES - MARCH 2026	959.75	GEN FUND BALANCE SHEET AP - GARBAGE STICKERS	01-20104-	16201151T092	10260034
Vendor Total: \$959.75					
H & H ELECTRIC CO					
TRAFFIC SIGNAL MAINTENANCE	626.38	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	48509	50260289
SOUTHRIDGE TRAIL LIFT STATION	10,120.67	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	48473	70260413
STREET LIGHT MAINTENANCE	17,228.57	GENERAL SERVICES PW - EXPENSE MAINT - STREET LIGHTS	01500300-44429-	48508	50260288
Vendor Total: \$27,975.62					
HD SUPPLY INC					
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WTP #3 MATTING	417.90	MAINT - TREATMENT FACILITY	07700400-44412-	INV01008864	70260425
WTP #3 MATTING	95.90	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV01004321	70260410
WTP #3 LAB COAT/MARKER/SWIFTEST	1,651.75	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV01004932	70260410
Vendor Total: \$2,165.55					
HOT SHOTS SPORTS					
WINTER SESSION I	728.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	WINTER SESSION I	10260060
Vendor Total: \$728.00					
IL STATE POLICE BUREAU OF IDENTIFICATION					
SOLICITOR FINGERPRINTING	15.00	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	20260205283	20260123
Vendor Total: \$15.00					
ILLINOIS OFFICE - STATE FIRE MARSHAL					
PW BOILER INSPECTION WWTF	70.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	10007905	28260150
PW BOILER INSPECTION WWTF, WTP3 &	490.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	10007943	28260151
Vendor Total: \$560.00					
ISAWWA					
TRAINING - RYTER	68.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	200106112	70260427
Vendor Total: \$68.00					
JOHNSON CONTROLS FIRE PROTECTION LP					
FIRE SYSTEM TESTING & REPAIR	773.05	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	53973939	28260016
Vendor Total: \$773.05					
JPMORGAN CHASE BANK NA					
BADRAN/IL TOLLWAY/IPASS REIMBURSE	40.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	03/31/2026	
GS ADMIN - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BAJOR/CONSTANT CONTACT/NEWSLETT	110.00	VILLAGE COMMUNICATIONS	01100100-42245-	03/31/2026	
BAJOR/OPENAI/CHATGPT MONTHLY FEE	20.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
BAJOR/CLAUDE.AI/CLAUDE MONTHLY FE	20.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
COONEY/TARGET/DRINKS AND CANDY	36.95	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
COONEY/JIMMY JOHNS/LUNCH	195.35	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
COONEY/DUNKIN DONUTS/COFFEE	74.66	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
COONEY/DUNKIN DONUTS/COFFEE	74.66	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
CROOK/AUDIBLE/CROOK MEMBERSHIP	150.00	GEN NONDEPT - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01900100-47740-	03/31/2026	
CROOK/ANTHROPIC PBC/CLAUDE PRO 3	160.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/ANTHROPIC PBC/CLAUDE PRO 3	20.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/ANTHROPIC PBC/CLAUDE PRO 3	20.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/GOOGLE PLAY/GOOGLE MONTHI	15.99	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/GOOGLE PLAY/GOOGLE MONTHI	2.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/GOOGLE PLAY/GOOGLE MONTHI	2.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/AMAZON/XREAL GLASSES, KEY,	546.87	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/AMAZON/XREAL GLASSES, KEY,	68.36	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/AMAZON/XREAL GLASSES, KEY,	68.36	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/xAI/SUPERGROK 3/12/26-3/12/27	153.13	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/xAI/SUPERGROK 3/12/26-3/12/27	19.14	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/xAI/SUPERGROK 3/12/26-3/12/27	19.14	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/PROVIDE SUPPORT/LIVE CHAT 3	811.20	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/PROVIDE SUPPORT/LIVE CHAT 3	101.40	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/PROVIDE SUPPORT/LIVE CHAT 3	101.40	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/ANTHROPIC PBC/3/18/26-4/18/26	24.06	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/ANTHROPIC PBC/3/18/26-4/18/26	3.01	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/ANTHROPIC PBC/3/18/26-4/18/26	3.01	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/ZOOM/MONTHLY FEE	286.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/ZOOM/MONTHLY FEE	35.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/ZOOM/MONTHLY FEE	35.80	IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
GANEK/HOMEWOOD SUITES/CONFEREN	395.50	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	03/31/2026	
GANEK/MC FLEET/CONFERENCE FUEL	45.46	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	03/31/2026	
GRIGGEL/AMAZON/MOTOR V BOX	660.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/CALVIN TAPE MEASUI	10.62	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	03/31/2026	
GRIGGEL/AMAZON/CALVIN TAPE MEASUI	5.32	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	03/31/2026	
GRIGGEL/AMAZON/CALVIN TAPE MEASUI	5.31	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/CALVIN MANHOLE TO	16.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	03/31/2026	
GRIGGEL/AMAZON/CALVIN MANHOLE TO	8.00	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	03/31/2026	
GRIGGEL/AMAZON/CALVIN MANHOLE TO	7.99	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/WEBSTaurant STORE/SALEX	-11.48	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/LENS CLEANING TOW	13.45	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/STROBE LIGHTS	47.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/PRIMER BULB	9.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/COIL	17.88	INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/MOTOR	105.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/CALVIN IPAD CASE	24.99	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/STROBE LIGHTS	75.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/FORKS AND SPOONS	243.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/HOSE CLAMPS	8.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/RETURN DRY ERASE	-29.92	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	03/31/2026	
GRIGGEL/AMAZON/RETURN DRY ERASE	-14.96	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	03/31/2026	
GRIGGEL/AMAZON/RETURN DRY ERASE	-14.96	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/AIR FRESHENERS	45.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/AIR FRESHENERS	56.83	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/AIR FRESHENERS	32.66	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/WALL HOOKS	9.49	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/LITHIUM BATTERY	85.60	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
		VEHCL MAINT-REVENUE & EXPENSES			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/NOREGON/JAPRO RENEWAL	1,746.57	SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/VACUUM HEAD	252.35	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
GRIGGEL/AMAZON/BATTING CAGE	124.99	BLDG MAINT- REVENUE & EXPENSES TRAVEL/TRAINING/DUES	28900000-47740-	03/31/2026	
GRIGGEL/AMAZON/HEATER COILS	34.00	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/SOLAR POST CAPS	227.88	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	03/31/2026	
GRIGGEL/LITTLE SAPS/BULK SEEDLINGS	454.99	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	03/31/2026	
GRIGGEL/AMAZON/BORESCOPE	22.43	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
GRIGGEL/REAL TRUCK/COVER	1,049.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/FAST SIGNS/GREEN INSERT	185.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/WASHER FUSE PARTS	8.90	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/VACUUM FILTER	85.86	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/ZORO/GLOVES	359.80	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	03/31/2026	
GRIGGEL/ZORO/PAINT	157.20	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	03/31/2026	
GRIGGEL/AMAZON/CLIPBOARD	18.49	GENERAL SERVICES PW - EXPENSE OFFICE SUPPLIES	01500300-43308-	03/31/2026	
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/CLIPBOARD	9.25	OFFICE SUPPLIES	07800400-43308-	03/31/2026	
GRIGGEL/AMAZON/CLIPBOARD	9.25	WATER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07700400-43308-	03/31/2026	
GRIGGEL/AMAZON/STAINLESS CLEANER	174.83	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/STAINLESS CLEANER	171.09	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/REAL TRUCK/SALES TAX REFU	-54.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/ZORO/TANK VALVE	13.19	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/5 POINT SOCKET	91.32	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/MAGNETIC TAPE HOL	48.97	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/TRASH PICKERS	94.48	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	03/31/2026	
GRIGGEL/AMAZON/TRASH PICKERS	94.49	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	03/31/2026	
GRIGGEL/AMAZON/TRASH PICKERS	62.99	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/HOSE CLAMP	56.67	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	03/31/2026	
GRIGGEL/AMAZON/PAINT HARDENER	81.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/GRINDER GUARD	36.13	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/COFFEE CUPS	190.95	INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/DISINFECTANT TOWE	86.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/PILLOW BLOCK BEAR	105.95	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/LIGHTBULBSURPLUS/ACORN C	147.59	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	03/31/2026	
GRIGGEL/AMAZON/BRUSH CUTTER BLAI	83.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/HOSE CLAMPS	69.54	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/RELAYS	13.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/JUMBO WIPES	136.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/EBAY/SENSOR COUPLERS	371.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/EBAY/GRINDER GUARD	25.56	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
GRIGGEL/AMAZON/MAGNETIC CLIPS	17.54	WATER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07700400-43308-	03/31/2026	
GRIGGEL/UNIQUE/DUMP BED SAFETY BF	1,246.62	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/AIR TANK	63.11	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/PDS/LED LIGHTBULB	946.21	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/MINERAL OIL, HOSE &	353.01	SMALL TOOLS & SUPPLIES	07800400-43320-	03/31/2026	
GRIGGEL/EBAY/SWITCH	57.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/RETURN GRINDER GI	-30.35	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
GRIGGEL/AMAZON/Socket	8.95	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/BITS	9.73	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/AIR TANK	89.68	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/FLUKE MULTIMETER ,	368.37	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	03/31/2026	
GRIGGEL/ZORO/CARBON BELT	1,086.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	03/31/2026	
GRIGGEL/AMAZON/Socket	4.73	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
GRIGGEL/AMAZON/FALL LIMITER	391.02	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	03/31/2026	
GRIGGEL/AMAZON/WATER FILTER	99.96	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
GRIGGEL/BOC/LEVEL	75.00	BLDG MAINT- REVENUE & EXPENSES TRAVEL/TRAINING/DUES	28900000-47740-	03/31/2026	
GRIGGEL/AMAZON/ART TABLE COVERING	39.99	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	03/31/2026	
GRIGGEL/AMAZON/DUNKIN COFFEE	190.62	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	03/31/2026	
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/SUPPLY HOUSE/LOW WATER C	161.43	INVENTORY	28-14220-	03/31/2026	
GRIGGEL/AMAZON/RETURN AIR TANK	-63.11	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	03/31/2026	
KENNING/BLUELINE/PD OFFICER AD	397.00	POLICE - EXPENSE PUB SAFETY BOARD OF POLICE COMMISSION	01200200-47720-	03/31/2026	
KENNING/BLUELINE/PD LATERAL OFFICE	1,093.00	POLICE - EXPENSE PUB SAFETY BOARD OF POLICE COMMISSION	01200200-47720-	03/31/2026	
KENNING/PSHRA/MEMBERSHIP DUES	175.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	03/31/2026	
KENNING/GIFTOGRAM/DYKSTRA SERVIC	200.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
KENNING/GIFTOGRAM/J BELTRAN SERVI	100.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
KILCULLEN/CASEYS/FUEL	50.50	GENERAL SERVICES PW - EXPENSE FUEL	01500300-43340-	03/31/2026	
KNAPP/SMARTSHEET/SUBSCRIPTION	900.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	03/31/2026	
KNAPP/APA/KNAPP DUES	1,021.50	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	03/31/2026	
KNAPP/APA/BARAJAS DUES	415.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	03/31/2026	
KNAPP/APA/KNAPP CONFERENCE FEE	835.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	03/31/2026	
KNAPP/APA/BARAJAS CONFERENCE FEE	835.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	03/31/2026	
KNAPP/FAST SIGNS/PLANNING & ZONINC	725.00	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	03/31/2026	
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KOSMACH/HOME DEPOT/CABLE, CRIMPE	92.88	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/HOME DEPOT/CABLE, CRIMPE	11.61	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/HOME DEPOT/CABLE, CRIMPE	11.61	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/EXTNSION CORD, PC	60.20	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/EXTNSION CORD, PC	7.53	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/EXTNSION CORD, PC	7.53	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/WIRE LOOM	29.78	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/WIRE LOOM	3.72	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/WIRE LOOM	3.72	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/IPAD, PUNCH DOWN	33.44	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/IPAD, PUNCH DOWN	4.18	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/IPAD, PUNCH DOWN	4.18	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/APC BACK-UPS PRO	675.69	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/APC BACK-UPS PRO	84.46	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KOSMACH/AMAZON/APC BACK-UPS PRO	84.46	IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/USB A TO C	7.99	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/USB A TO C	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/USB A TO C	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/SCANNER	319.99	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/SCANNER	40.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/SCANNER	40.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/UBIQUITI/ROUTER, ACCESS P	815.36	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/UBIQUITI/ROUTER, ACCESS P	101.92	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/UBIQUITI/ROUTER, ACCESS P	101.92	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
KOSMACH/AMAZON/CONNECTORS, USB	27.19	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
KOSMACH/AMAZON/CONNECTORS, USB	3.40	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
KOSMACH/AMAZON/CONNECTORS, USB	3.40	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
LICHTENBERGER/AMAZON/SPRING DEC	40.65	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	03/31/2026	
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LICHTENBERGER/AMAZON/TOP BANANA	36.00	OFFICE SUPPLIES	01100100-43308-	03/31/2026	
LICHTENBERGER/MARRIOTT/GARCIA WA	17.99	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	03/31/2026	
LICHTENBERGER/MARRIOTT/GARCIA WA	225.72	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	03/31/2026	
MARKHAM/IL ASSOC OF CHIEFS/CONFED	329.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
MORGAN/BADGE & WALLET/WOGSLAND	267.35	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/TRANSUNION/SOFTWARE FEE	175.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	03/31/2026	
MORGAN/AMAZON/MOORE FLASHLIGHT	37.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/AMAZON/SQUAD CAR FLASHLIGHT	320.05	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	03/31/2026	
MORGAN/AMAZON/BUSINESS CARDS	39.93	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	03/31/2026	
MORGAN/AMAZON/KRYSTAL FLASHLIGHT	48.96	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/BADGE & WALLET/WOGSLAND	47.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/AMAZON/WALKER SHOES	76.50	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/AMAZON/SPRAYHEAD	36.06	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	03/31/2026	
MORGAN/AMAZON/DOOR STOP WEDGES	111.93	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	03/31/2026	
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MORGAN/NICKS/FISH TANK MAINTENANC	126.83	PROFESSIONAL SERVICES	01200200-42234-	03/31/2026	
MORGAN/AMAZON/M KOEHLER SHOES	46.20	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/ULINE/EVIDENCE POLY BAGS	330.45	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	03/31/2026	
MORGAN/AMAZON/KRYSTAL FLASHLIGHT	69.32	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/AMAZON/DENNIS SHOES	115.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
MORGAN/AMAZON/PETERS DUTY BELT A	316.67	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	03/31/2026	
SCHLONEGER/OPENAI/MONTHLY FEE	20.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
SCHLONEGER/ANTHROPIC/SUBSCRIPTIO	200.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
SCHUTZ/CSWEA/HALL SEMINAR	245.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	03/31/2026	
SCHUTZ/PAYPAL/BUCHANAN NSWWA DO	75.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	03/31/2026	
SCHUTZ/ISAWWA/2026 WATERCON FEE	475.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	03/31/2026	
SCHUTZ/ISAWWA/2026 WATERCON FEE	1,425.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	03/31/2026	
SCHUTZ/ISAWWA/2026 WATERCON FEE	1,425.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	03/31/2026	
SCHUTZ/PAYPAL/SCHUTZ NSWWA DONA	75.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	03/31/2026	
		RECREATION - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SIEGEL/HOBBY LOBBY/EGG HUNT EGGS	9.66	RECREATION PROGRAMS	01101100-47701-	03/31/2026	
SIEGEL/WALMART/EGG HUNT SUPPLIES	39.80	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/31/2026	
SIEGEL/WALMART/EGG HUNT SUPPLIES	63.36	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/31/2026	
SIEGEL/WALMART/EGG HUNT SUPPLIES	112.93	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/31/2026	
SIEGEL/WALMART/EGG HUNT SUPPLIES	29.55	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/31/2026	
SOSINE/DOUBLE TREE/CONFERENCE ST	169.86	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	03/31/2026	
SOSINE/BOS PARKING/CONFERENCE PA	8.00	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	03/31/2026	
STENGER/JEWEL/LEAD THE WAY REWAF	25.96	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	03/31/2026	
STENGER/ILCC/APD LIQ LICENSE RENEV	306.75	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	03/31/2026	
VANENKEVORT/4IMPRINT/EGG HUNT PRI	425.33	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/31/2026	
WEBER/AMAZON/SOSINE OFFICE DECOF	87.95	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	03/31/2026	
WEBER/AMAZON/SCHLONEGER FURNITL	222.98	GS ADMIN - EXPENSE GEN GOV CAPITAL PURCHASE	01100100-45590-	03/31/2026	
WEBER/ASHLEY FURNITURE/SHELVING	223.56	GS ADMIN - EXPENSE GEN GOV CAPITAL PURCHASE	01100100-45590-	03/31/2026	
WEBER/AMAZON/PHOTOS	115.48	GS ADMIN - EXPENSE GEN GOV OFFICE FURNITURE & EQUIPMEN	01100100-43332-	03/31/2026	
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WEBER/JIMMY JOHNS/UNION MEETING L	175.24	TRAVEL/TRAINING/DUES	01100100-47740-	03/31/2026	
WEBER/FAST SIGNS/LOGO SIGN	457.90	GS ADMIN - EXPENSE GEN GOV OFFICE FURNITURE & EQUIPMEN	01100100-43332-	03/31/2026	
WILKIN/AMAZON/GUN CLEANING MATS	56.82	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	03/31/2026	
KUMBERA/OPENAI/CHATGPT MONTHLY F	20.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
KUMBERA/CLAUDE.AI/CLAUDE MONTHLY	200.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	03/31/2026	
CROOK/CANVA/1YEAR SUBSCRIPTION	1,255.99	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/CANVA/1YEAR SUBSCRIPTION	157.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/CANVA/1YEAR SUBSCRIPTION	157.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/OPENAI/2-18-26 - 1-18-27 CHATGf	219.71	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/OPENAI/2-18-26 - 1-18-27 CHATGf	27.46	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/OPENAI/2-18-26 - 1-18-27 CHATGf	27.46	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
CROOK/OPENAI/3-20-26 - 4-20-26 CHATGf	160.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/OPENAI/3-20-26 - 4-20-26 CHATGf	20.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/OPENAI/3-20-26 - 4-20-26 CHATGf	20.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/REALVNC/VNC REMOTE SERVICE	285.60	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	03/31/2026	
CROOK/REALVNC/VNC REMOTE SERVICE	35.70	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	03/31/2026	
CROOK/REALVNC/VNC REMOTE SERVICE	35.70	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	03/31/2026	
SCHUTZ/SUPPLY HOUSE/LOW PRESSUR	1,135.24	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	03/31/2026	
SCHUTZ/EMBASSY SUITES/CONFERENC	159.04	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	03/31/2026	
KOEHLER/MCDONALDS/PRISONER MEAL	9.52	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	03/31/2026	
WILKIN/AMAZON/AED STRAPS	75.54	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	03/31/2026	
Vendor Total: \$39,658.59					
JSD PROFESSIONAL SERVICES INC					
HIGH HILL PARK MASTER PLAN PAY #1	3,125.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	19076	10260552
WILLOUGHBY FARMS PARK RECONSTRU	10,064.74	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE	06900300-42232-P2421	19212	40260457
Vendor Total: \$13,189.74					
KANE COUNTY RECORDER					
ORDINANCE RECORDINGS	240.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	ALGN032526	10260544
Vendor Total: \$240.00					
KNAPHEIDE EQUIPMENT COMPANY - CHICAGO					
GRAB HOOKS	10.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	INV-79-2714679-01	29260036
Vendor Total: \$10.32					
KONEMATIC INC					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOOR MAINTENANCE & REPAIRS HVH	1,175.64	OUTSOURCED INVENTORY	28-14240-	967203	28260004
Vendor Total: \$1,175.64					
LAI LTD					
FACILITY MAINTENANCE	1,301.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	26-63547	70260421
Vendor Total: \$1,301.00					
LAUTERBACH & AMEN LLP					
PAYROLL SERVICES - MARCH 2026	3,752.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	116755	10260032
PAYROLL SERVICES - MARCH 2026	804.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	116755	10260032
PAYROLL SERVICES - MARCH 2026	804.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	116755	10260032
Vendor Total: \$5,360.00					
LEE JENSEN SALES					
DIAMOND BLADE	390.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0038588-00	29260159
Vendor Total: \$390.00					
M E SIMPSON COMPANY INC					
COMMERCIAL METER TESTING	22,296.53	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	46334	70260423
COMMERCIAL METER TESTING	22,296.53	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	46334	70260423
Vendor Total: \$44,593.06					
MARSHALL WOLF AUTOMATION					
FILTER REPLACEMENT	93.76	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	126-181063	70260428
Vendor Total: \$93.76					
MCHENRY COUNTY RECORDER					
WESTVIEW CROSSING ANNEXATION AGF	81.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	40411864	10260531
Vendor Total: \$81.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MENARDS CARPENTERSVILLE					
ANTIFREEZE	38.87	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	53735	28260012
PLASTIC SHEET/SHOVELS/I-BEAM LEVEL	466.17	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	53700	50260196
Vendor Total: \$505.04					
METIRI ANALYTICAL GROUP INC					
WATER SAMPLES	45.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	GA6001848	70260412
Vendor Total: \$45.00					
MID AMERICAN WATER WAUCONDA INC					
WATER MAIN PARTS	1,434.16	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	291195W	70260424
Vendor Total: \$1,434.16					
MITCHELL SLABINSKI					
OUTER CARRIER/FLASHLIGHT/RIFLE MO	419.74	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/09/26 PURCHASES	20260125
Vendor Total: \$419.74					
MONIKA KAZMIERSKI					
EMPLOYMENT LAW SEMINAR MILEAGE	23.10	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	3/12/26 TRAINING	10260550
Vendor Total: \$23.10					
MOTOROLA SOLUTIONS INC					
PD RADIO REPLACEMENT	18,829.72	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	1187169536	20260084
PD RADIO REPLACEMENT	382,999.86	CAPITAL PURCHASE	01200200-45590-	1187169536	20260084
Vendor Total: \$401,829.58					
NAPA AUTO PARTS					
AIR FILTER	63.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	294659	29260138
Vendor Total: \$63.82					
NICOR GAS					
SEWER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/6/26 - 4/7/26 LA FOX RIVER LS	180.72	NATURAL GAS	07800400-42211-	04-13-64-3623 7	70260025
3/6/26 - 4/7/26 221 S MAIN	199.65	CDD - EXPENSE GEN GOV NATURAL GAS	01300100-42211-	19-82-63-3747 9	10260016
3/6/26 - 4/7/26 DIGESTER BUILDING	1,085.52	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	93-54-83-1000 7	70260011
3/6/26 - 4/7/26 WTP #2	678.83	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	00-63-34-1000 6	70260010
3/10/26 - 4/9/26 WTP #3	1,473.72	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	04-29-91-4436 2	70260010
Vendor Total: \$3,618.44					
NORTHWEST TRUCKS INC					
BELT TENSIONER	299.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101254360	29260029
Vendor Total: \$299.98					
OFFICE DEPOT					
PAPER/POST-IT NOTES/CLIPBOARD/PEN:	125.60	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	463300907001	40260361
COPY PAPER	393.92	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	464509046001	20260126
CAN LINERS/BLEACH	220.51	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	463325476001	28260152
MR CLEAN ALL SURFACE CLEANER	224.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	462856711002	28260152
Vendor Total: \$964.03					
ONE TIME PAY					
Refund-Class Registration for	60.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R02-2026-009470	
619 N HARRISON MAILBOX	80.00	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	619 N HARRISON	
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1435 DARLINGTON CT MAILBOX	80.00	SNOW REMOVAL	01500300-42264-	1435 DARLINGTON	
Vendor Total: \$220.00					
PACE ANALYTICAL SERVICES LLC					
WATER SUPPLIES	4,716.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	267208655	70260027
Vendor Total: \$4,716.50					
PEERLESS NETWORK INC					
4/15/2026 STATEMENT	60.89	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	94675	10260556
4/15/2026 STATEMENT	101.09	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	94675	10260556
4/15/2026 STATEMENT	121.69	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	94675	10260556
4/15/2026 STATEMENT	184.73	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	94675	10260556
4/15/2026 STATEMENT	217.69	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	94675	10260556
4/15/2026 STATEMENT	60.89	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	94675	10260556
4/15/2026 STATEMENT	60.89	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	94675	10260556
4/15/2026 STATEMENT	13.20	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	94675	10260556
4/15/2026 STATEMENT	60.89	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	94675	10260556
4/15/2026 STATEMENT	60.89	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	94675	10260556
Vendor Total: \$942.85					
PITNEY BOWES					
GS ADMIN - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
POSTER METER INK CARTRIDGE	132.79	POSTAGE	01100100-43317-	1029250054	10260007
Vendor Total: \$132.79					
PROPERTY WERKS OF NORTHERN ILLINOIS INC					
CEMETERY MAINTENANCE - APRIL 2026	1,865.43	CEMETERY OPER -EXPENSE GEN GOV PROFESSIONAL SERVICES	02400100-42234-	7405	10260033
POPP/3-2-26/GRAVE OPENING	900.00	CEMETERY OPER -EXPENSE GEN GOV GRAVE OPENING	02400100-42290-	7405	10260362
Vendor Total: \$2,765.43					
PVS TECHNOLOGIES INC					
CHEMICALS	10,264.86	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	396579	70260346
Vendor Total: \$10,264.86					
RED WING SHOE STORE					
SAFETY BOOTS - CALIN	195.49	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	20260402010153	40260437
Vendor Total: \$195.49					
RJN GROUP INC					
SANITARY SEWER FLOW MONITORING	18,100.00	W & S IMPR. - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	12900400-44416-	432203	40260451
Vendor Total: \$18,100.00					
ROCK 'N' KIDS INC					
WINTER SESSION II	488.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	ALGWII26	10260051
Vendor Total: \$488.00					
RUSH TRUCK CENTER					
TERMINAL CABLE	11.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3045610914	29260131
Vendor Total: \$11.97					
SAFEBUILT LLC					
PLAN REVEIWS FOR MARCH 2026	1,103.74	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3699332	30260012
Vendor Total: \$1,103.74					
SHERWIN INDUSTRIES INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GENERAL SERVICES PW - EXPENSE					
TRAFFIC PAINT	1,054.50	MATERIALS	01500300-43309-	SS110604	50260284
Vendor Total: \$1,054.50					
SPORTS R US INC					
RECREATION - EXPENSE GEN GOV					
WINTER SESSION II	876.00	RECREATION PROGRAMS	01101100-47701-	2848	10260056
RECREATION - EXPENSE GEN GOV					
WINTER SESSION I	1,238.00	RECREATION PROGRAMS	01101100-47701-	2841	10260056
Vendor Total: \$2,114.00					
STACEY VANENKEVORT					
RECREATION - EXPENSE GEN GOV					
BUNNY BASKET DELIVERIES MILEAGE	42.05	UNIFORMS & SAFETY ITEMS	01101100-47760-	BUNNY DELIVERIES	6
Vendor Total: \$42.05					
STANARD & ASSOCIATES INC					
POLICE - EXPENSE PUB SAFETY					
PRE-EMPLOYMENT EVALUATIONS	1,100.00	PROFESSIONAL SERVICES	01200200-42234-	SA000064024	20260121
Vendor Total: \$1,100.00					
STANDARD EQUIPMENT COMPANY					
VEHICLE MAINT. BALANCE SHEET					
ELBOW/WATER HOSES/CLAMPS/STRAP	670.38	INVENTORY	29-14220-	P09479	29260023
Vendor Total: \$670.38					
STANTON MECHANICAL INC					
WATER OPER - EXPENSE W&S BUSI					
WTP #3 HVAC CONTROLS	27,372.00	MAINT - TREATMENT FACILITY	07700400-44412-	250172-03	70260411
BUILDING MAINT. BALANCE SHEET					
PW HVAC MECHANICAL REPAIRS	320.00	OUTSOURCED INVENTORY	28-14240-	512846	28260026
BUILDING MAINT. BALANCE SHEET					
WTP #3 HVAC MECHANICAL REPAIRS	2,897.00	OUTSOURCED INVENTORY	28-14240-	512812	28260026
BUILDING MAINT. BALANCE SHEET					
PW HVAC MECHANICAL REPAIRS	4,728.00	OUTSOURCED INVENTORY	28-14240-	512813	28260026
Vendor Total: \$35,317.00					
STAPLES ADVANTAGE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
POST-IT NOTES/PAPER/GOLD SEALS	35.42	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	6059822495	10260019
CREDIT CARD MACHINE ROLLS	46.81	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	6059822497	10260019
BUSINESS CARD HOLDER/HANGING FOL	58.69	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	6059822493	10260019
Vendor Total: \$140.92					
STREICHERS					
UNIFORM - WINCHELL	229.97	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11813187	20260124
UNIFORM - HUNTER	150.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11803661	20260127
UNIFORM - CEDILLO	189.97	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11806301	20260127
UNIFORM - SHOULDER PATCHES	515.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11807715	20260127
Vendor Total: \$1,084.94					
TARA FINN					
WINTER SESSION I	168.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	73	10260059
Vendor Total: \$168.00					
TEKLAB INC					
NPDES LAB ANALYSIS	80.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	343915	70260298
NPDES LAB ANALYSIS	80.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	343563	70260298
Vendor Total: \$160.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - MARCH 2026	387.03	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	34240	10260020
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
INTERNET E-PAY - MARCH 2026	387.03	PROFESSIONAL SERVICES	07700400-42234-	34240	10260020
03/18/2026 UTILITY BILL	2,458.45	GS ADMIN - EXPENSE GEN GOV VILLAGE COMMUNICATIONS	01100100-42245-	34215	10260551
03/18/2026 UTILITY BILL	1,484.60	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	34215	10260551
03/18/2026 UTILITY BILL	1,484.61	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	34215	10260551
Vendor Total: \$6,201.72					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	301.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	26-0750	30260011
ELEVATOR INSPECTIONS	387.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	26-0695	30260011
Vendor Total: \$688.00					
TIMOTHY COONEY					
FACEBOOK FEE REIMBURSEMENT	39.04	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	FACEBOOK POST	20260122
Vendor Total: \$39.04					
TROTTER & ASSOCIATES INC					
RISK & RESILIENCE STUDY	2,954.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	26-26186	40260440
WTP 1&2 ROOF & AERATOR REPLACEME	4,473.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2302	26-26185	40260454
WOODS CREEK FORCE MAIN REPLACEN	6,964.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2621	26-26166	40260455
ALGONQUIN SHORES LS PRESSURIZED I	11,056.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2422	26-26095	40260459
BIOSOLIDS HANDLING	16,220.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2213	26-26094	40260453
		W & S IMPR. - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HIGH HILL SANITARY RELOCATION	24,124.27	ENGINEERING/DESIGN SERVICE	12900400-42232-W2501	26-26213	40260452
Vendor Total: \$65,792.02					
TVG-MGT HOLDINGS, LP					
3/1/26 - 03/28/26 KALCHBRENNER	11,604.12	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	MGT37974	30260013
Vendor Total: \$11,604.12					
TYLER TECHNOLOGIES INC					
TYLER EERP EAM AND EPL PROJECT	700.00	GEN NONDEPT - EXPENSE GEN GOV CAPITAL PURCHASE	01900100-45590-	045-557196	10260549
TYLER EERP EAM AND EPL PROJECT	1,400.00	GEN NONDEPT - EXPENSE GEN GOV CAPITAL PURCHASE	01900100-45590-	025-546742	10260549
TYLER EERP EAM AND EPL PROJECT	4,200.00	GEN NONDEPT - EXPENSE GEN GOV CAPITAL PURCHASE	01900100-45590-	025-547538	10260549
TYLER EERP EAM AND EPL PROJECT	4,200.00	GEN NONDEPT - EXPENSE GEN GOV CAPITAL PURCHASE	01900100-45590-	045-556318	10260549
BRAZOS SW SUBSCRIPTION INTERFACE	9,333.20	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	CI100-00250708	10260553
BRAZOS SW SUBSCRIPTION INTERFACE	1,166.65	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	CI100-00250708	10260553
BRAZOS SW SUBSCRIPTION INTERFACE	1,166.65	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	CI100-00250708	10260553
Vendor Total: \$22,166.50					
USIC RECEIVABLES, LLC					
UTILITY LOCATING - MARCH 2026	8,093.70	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	799318	70260015
UTILITY LOCATING - MARCH 2026	8,093.71	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	799318	70260015
Vendor Total: \$16,187.41					
UTILITY SERVICE CO INC					
W & S IMPR. - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CARY STANDPIPE MIXER	36,167.00	MAINT - INFRASTRUCTURE IMPR	12900400-44470-W2631	644778	40260439
Vendor Total: \$36,167.00					
WAGNER INVESTIGATIVE POLYGRAPH SERVICE					
PRE-EMPLOYMENT EVALUATIONS	300.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	2603002	20260128
Vendor Total: \$300.00					
WATER PRODUCTS CO AURORA					
YARD HYDRANT STEM	150.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0334814	70260417
YARD HYDRANT PARTS	1,189.91	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0334771	70260408
REPLACEMENT METER FOR WTP #2	6,784.00	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	0334837	70260416
Vendor Total: \$8,123.91					
WELCH BROS INC					
MANHOLE RISERS	300.00	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	3367698	70260426
Vendor Total: \$300.00					
WESSPUR TREE EQUIPMENT INC					
WINCH LINE	538.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	IN-2716687	29260156
Vendor Total: \$538.16					
WEST SIDE TRACTOR SALES					
OIL FILTER/FILTER ELEMENTS	155.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	W41076	29260019
Vendor Total: \$155.73					
REPORT TOTAL: \$1,119,052.21					

Village of Algonquin

List of Bills 4/21/2026

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	542,806.49
02	CEMETERY	2,765.43
04	STREET IMPROVEMENT	101,529.62
05	SWIMMING POOL	28.26
06	PARK IMPROVEMENT	10,064.74
07	WATER & SEWER	161,492.82
12	WATER & SEWER IMPROVEMENT	244,966.28
26	NATURAL AREA & DRAINAGE IMPROV	5,729.67
28	BUILDING MAINT. SERVICE	18,000.94
29	VEHICLE MAINT. SERVICE	31,667.96
TOTAL ALL FUNDS		<u><u>1,119,052.21</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: 04/16/2026

APPROVED BY: 

VILLAGE OF ALGONQUIN PUBLIC EVENT LICENSE

A Public Event License is hereby issued to:
Friends of the Fox River
Permit #69024

Description of Event: EL CARDUNAL Canoe & Paddle Event
Location of Event: Cornish Park
Event Coordinator: Robert Sutton
Dates of Event: Sunday, June 20, 2026, from 7:30 AM to 2:00 PM

Conditions of Approval/Additional Requirements:

- 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;
- Residential properties directly impacted by the drop-off shall be notified of the event details, as well as the St. John's church;
- 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.

Approved by: TBD

Date: TBD

cc: Village Manager
Police Department
Community Development Department

Electrical Fee: \$0
Days: 1
Fee per Day: \$95
Total Permit Fee: \$0



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 LICENSE

A Public Event License is hereby issued to:

Clarendale of Algonquin

Permit #69025

Description of Event: Clarendale of Algonquin Car Show

Location of Event: 2001 West Algonquin Road

Event Coordinator: Colleen Straka

Dates of Event: Saturday, June 13, 2026, from 7:00 AM to 2:00 PM

Conditions of Approval/Additional Requirements:

- 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/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/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.

Approved by: TBD

Date: TBD

cc: Village Manager
Police Department
Community Development Department

Electrical Fee:	\$0
Days:	1
Fee per Day:	\$95
Total Permit Fee:	\$95



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 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 SCHEDULE OF MEETINGS

April 20, 2026

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting www.algonquin.org. Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

April 21, 2026	Tuesday	7:15 PM	Liquor Commission Special Meeting	GMC
April 21, 2026	Tuesday	7:30 PM	Village Board Meeting	GMC
April 21, 2026	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC
April 22, 2026	Wednesday	5:00 PM	Police Pension Board	GMC
April 25, 2026	Saturday	8:00 AM	Historic Commission Workshop	HVH
May 5, 2026	Tuesday	7:00 PM	Village Board & Annual Special Meeting	GMC
May 5, 2026	Tuesday	7:30 PM	Village Board Meeting – Cancelled	GMC

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND
WWW.ALGONQUIN.ORG