

Village of East Dundee  
PRESIDENT AND BOARD OF TRUSTEES  
Committee of the Whole Meeting  
Monday, July 13, 2015  
06:00 PM

Call to Order

Roll Call

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Old Business

New Business

[A. East Dundee Azavar Audit Program Presentation](#)

B. Liquor/Bartending Service at Gallery 611

[C. Plote Development Request for Waiver of Construction Standards for Truck Parking](#)

D. Overhead Sewer Project on Wendt Street

[E. FY 2015-2016 Street Repair Program](#)

[F. Clarifier Bid](#)

G. Backyard Hens (Skillicorn)

Executive Session

Recess to Executive Session Executive Session, closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (2) (21), Discussion of Minutes, (C) (6), Pending Litigation, 2 (C) (1), Personnel and 2 (C) (5) Acquisition of Property.

Public Comment - Please keep comments to 5 minutes or less

Adjournment

## CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 (“Azavar”), and the Village of East Dundee, an Illinois municipal corporation having its principal place of business at 120 Barrington Avenue, East Dundee, Illinois 60118 (“Customer”).

### 1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally imposed occupation tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer. Azavar shall audit or review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases including the aforementioned relating to state and local sales/use/occupation taxes, including amusement taxes, and business license/registration revenue. Azavar shall review and audit water service, expense, and taxes and hotel/motel occupancy taxes where applicable to Customer. Azavar shall review and consult Customer on areas to maximize Customer revenues including, but not limited to, previous or existing ordinances, agreements, or third-party contracts.
  - (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies due or potentially due to the Customer for review by the Customer (“Findings”). Azavar shall review Customer ordinances and shall present Findings to maximize Customer revenues as part of the Audits. Customer agrees to review any Findings within thirty (30) days.
  - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar’s written consent.
  - (d) In order to perform the Audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
  - (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
  - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
  - (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
  - (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
  - (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and Liaison and will occur approximately every quarter;
  - (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.
- 1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer’s Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer’s staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties here under shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty (40) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty (40) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

5.3 Customer agrees to participate in pilot testing and use of Azavar software related to expense management, tax location management, sales, use, and occupation taxes and hotel/motel taxes. Customer agrees to provide Azavar feedback in writing regarding the features and function of Azavar software including the usefulness of said software to Customer and the value of any savings Customer may derive from the use of said software.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES**. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<p><u>If to Azavar</u>          General Counsel          Azavar Audit Solutions, Inc.          234 South Wabash Avenue, Sixth Floor          Chicago, Illinois 60604</p>	<p><u>If to Customer</u>          Village Administrator          Village of East Dundee          120 Barrington Avenue          East Dundee, Illinois 60118</p>
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9. **ASSIGNMENT**. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. **USE OF CUSTOMER NAME**. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT**. This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.  By _____  Title _____  Date _____	CUSTOMER	<u>VILLAGE OF EAST DUNDEE, ILLINOIS</u>  By _____  Title _____  Date _____
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120 Barrington Ave - East Dundee, IL 60118

Phone: 847-426-2822 Fax 847-426-2956

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## MEMO

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To: Lael Miller, Village President and the East Dundee Village Board  
From: Heather Maieritsch, Deputy Village Administrator  
Date: July 13, 2015  
Re: Waiver of

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Dan Shepard with Plote Property Management contacted the Village to request a waiver of construction standards for truck parking. Please find attached aerial exhibit depicting the approximately 5 acres planned for temporary truck parking along Commonwealth Drive in the Rock Road Industrial Park. The parking area will be a surface of asphalt grindings, and will be used for truck parking to support the I-90 road construction efforts.



Google earth





120 Barrington Ave - East Dundee, IL 60118

Phone: 847-426-2822 Fax 847-426-2956

## INTEROFFICE MEMORANDUM

TO: JIM KELLY  
FROM: TIM WILSON *TW*  
SUBJECT: 2015 STREET PROGRAM & ADDITIONS  
DATE: JUNE 22, 2015  
CC: ROBERT SKRULA

The Village currently has a \$250,000 budget for the 2015 Street Improvement program. Do to funding shortfalls the program was reduced by \$100,000 from the original projection of \$350,000. To meet the current budget it was decided that Second Street would no longer be a complete rebuild from the subsurface up. Instead we would recommend a resurfacing of Second Street with only required subsurface repairs. Also the total length of Second Street improvement would be reduced from planned limits of Barrington Ave to the Northern Limits. The new limits will be Barrington Ave to 500' North of North Street.

I also took a look at Howard Ave road conditions between Park St and Wendt Ave. As you may know this section of roadway is not included in the road replacement budgeted for this year. Also all budgeted road patching was delayed for one year. There are two options for this area. First, would be a 2" surface patching totaling, an estimated 4500 square feet, budget for patching this section of roadway would need to be \$62,000. Second, would be to complete grind and resurface this section of roadway with 2" from Park to Wendt. This option would need to add an additional \$110,000 to the budget.

Overall we will need some direction on funding availability. Any option on the list could be completed by fall. The budgeting options would be as followed-

- 1) Proceed with current Street Program Budget of **\$250,000**, bid the program with no additional road patches and or alternatives.
- 2) Add a road patching line item to the bid; patch the worse sections of Howard Ave between Wendt and Park Streets. Total Budget **\$312,000**. A budget increase of \$62,000.
- 3) Added all of Howard St between Wendt and Park Streets. Total Budget **\$360,000**. A budget increase of \$110,000.
- 4) Add the cut section of Second Street and complete a new surface on Howard Ave from Wendt and Park Street. Total Budget **\$468,800**. A budget increase of \$218,800.

Please let me know how you would like to move forward with the project. Due to design phase and timely bidding, I would like to get the design contract approved by the board at a July meeting. If approved in July the Projected schedule would be as follows-

July-August – Design phase  
August – September – Bid & Contract award  
September – November – Construction

Attachments:  
Final Agreement for 2015 Street Program Design  
2015 Street Improvement Map



**FINAL ENGINEERING AGREEMENT  
FOR  
VILLAGE OF EAST DUNDEE, ILLINOIS  
YEAR 2015 STREET SYSTEM IMPROVEMENTS**

**INCLUDING SEGMENTS MADISON STREET, SECOND STREET, MAIDEN LANE, KENILWORTH AVENUE, GREENWOOD AVENUE, WILLIAMS PLACE AND HOWARD AVENUE**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 between the Village of East Dundee (VILLAGE) and Gerald L. Heinz & Associates, Inc. (ENGINEERS) and covers certain professional engineering services in connection with the improvement of certain segments of the village's street system.

**Description of Improvement:** The improvement consists of the resurfacing and/or reconstruction of Greenwood Avenue from Maxwellton Road to Bonnie Dundee Road, Kenilworth Avenue from Ashland Avenue to Greenwood Avenue, Madison Street from Howard Avenue to the east terminus thereof, Maiden Lane from South River Street to west terminus thereof, Second Street from Barrington Avenue to 550 feet north of North Street, and Williams Place from Van Buren Street to the east terminus thereof. The length of the street resurfacing and/or reconstruction improvement is approximately 2477 feet (0.47 miles).

**Add-Alternate Description of Improvement:** The improvement consists of the resurfacing and/or reconstruction of Second Street from 550 feet north of North Street to the north terminus thereof, and Howard Avenue from Park Street to Wendt Avenue.

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**Agreement Provisions**

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**THE ENGINEERS AGREE,**

1. To perform or be responsible for the performance of the following engineering services for the VILLAGE in connection with the proposed improvement hereinbefore described, and noted below:
  - a. Make such detailed surveys as are necessary for the preparation of preliminary engineering plans, and detailed final engineering plans and specifications.
  - b. Prepare final engineering plans showing existing pavements on Second Street, Williams Place, Madison Street, Maiden Lane, Kenilworth Avenue, Greenwood Avenue, and Howard Avenue segments to be improved, define curb and gutter removal and replacement limits where required, bituminous concrete resurfacing limits, and other appurtenant work. Prepare engineer's cost estimate for the work anticipated.

- c. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the VILLAGE with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the VILLAGE by the ENGINEERS at their actual cost for reproduction.
  - d. Assist the VILLAGE in obtaining bid proposals from contractors.
  - e. Assist the VILLAGE in the tabulation and interpretation of the contractors' proposals.
  - f. Prepare the contract and contract bond documents for work to be undertaken.
2. That all plans and special provisions to be furnished by the ENGINEERS, pursuant to this AGREEMENT, will be in substantial accordance with current standard specifications and policies of the ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) as they pertain to street improvement work. It is understood that all such plans and drafts shall be subject to review and approval by the VILLAGE.
  3. In the event plans or surveys are found to be in error during construction of the project and revisions of the plans or survey corrections are necessary, the ENGINEERS agree that they will perform such work without expense to the VILLAGE even though final payment has been received by them. They shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  4. That all plans and other documents furnished by the ENGINEERS pursuant to this AGREEMENT will be endorsed by them and will show their professional seal where such is required by law.

#### **THE VILLAGE AGREES,**

1. To pay the ENGINEERS as compensation for all services performed under the FINAL ENGINEERING PHASE as stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, and 1f, 2 and 4 under THE ENGINEERS AGREE in accordance with the following method:
  - a. VILLAGE shall pay ENGINEER for basic services included in this AGREEMENT an amount equal to the cumulative hours charged to this PROJECT by each class of ENGINEER's employee times the hourly rates set forth in SECTION 3 below for all services performed on this PROJECT, plus ENGINEER's consultant's charges, if any. The total compensation for engineering fees **shall not exceed \$17,700** for this PROJECT and shall include the engineer's normal labor, overhead and profit charges included in the hourly rates.

The hourly-rate method of payment is conditioned upon the contract time to complete the work not exceeding six (6) months from the date of the approval of this AGREEMENT. Should completion be delayed at the request of the VILLAGE, the total compensation to ENGINEER shall be appropriately increased based on fair and reasonable adjustments due to hourly rate increases paid to the ENGINEER's staff. If the VILLAGE elects to proceed with the Add-Alternate Project, the adjusted total compensation for engineering fees **shall not exceed \$32,900**.

2. That payments due the ENGINEERS for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed and invoices submitted, in accordance with the following schedule:
  - a. Under the FINAL ENGINEERING PHASE,
    - (1) Upon completion of detailed plans, special provisions, proposals and estimate of cost, being the work required by paragraphs 1a through 1f, 2 and 4 under THE ENGINEERS AGREE, to the satisfaction of the VILLAGE, 90 percent of the total fee due for paragraphs 1a through 1f, 2 and 4.
    - (2) Upon award of the contract for the improvement by the VILLAGE, 100 percent of the total fee due for paragraphs 1a through 1f, 2 and 4, less any amounts paid under "a.(1)" above.
  
3. That, should the improvement be abandoned at any time after the ENGINEERS have performed any part of the services provided for in paragraphs 1a through 1f and prior to the completion of such services, the VILLAGE shall reimburse the ENGINEERS at their hourly rates as set forth as follows:

<b>Grade Classification Of Employee</b>	<b>Hourly Rate</b>
Principal Engineer - Manager	<u>\$130.00</u>
Principal Engineer - Project Manager	<u>\$120.00</u>
Professional Engineer - Project Engineer	<u>\$ 94.00</u>
Chief of Party - Engineering Tech III	<u>\$ 65.00</u>
Senior Draftsman - Engineering Tech III	<u>\$ 74.00</u>
Rodmen	<u>\$ 47.50</u>
Inspectors - Engineering Tech III	<u>\$ 65.00</u>
Stenographer	<u>\$ 56.00</u>
Robotic Total Station	<u>\$ 42.00</u>
Global Positioning System	<u>\$ 45.00</u>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until December 31, 2015. In event the services of the ENGINEERS extend beyond December 31, 2015, the hourly rates will be adjusted yearly to compensate for annual increases in the salary structure of the ENGINEERS that are in effect at that time, but these increases will not exceed 4.0 percent in any one year.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEERS at their actual cost.

4. That, should the VILLAGE require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 3 of THE ENGINEERS AGREE, after they have been approved by the VILLAGE, the VILLAGE will pay the ENGINEERS for such changes at their hourly rates as set forth in Section 3 under "THE VILLAGE AGREES" stipulated above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEERS of their responsibility to prepare a complete and adequate set of plans and specifications.

**IT IS MUTUALLY AGREED,**

1. This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to the ENGINEERS at their last known post office address. Upon such termination, the ENGINEERS shall cause to be delivered to the VILLAGE all surveys, permits, agreements, drawings, specifications, partial and completed estimates, and data, if any, from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the VILLAGE. The ENGINEERS shall be paid for any services completed and any services partially completed in accordance with Section 3 of THE VILLAGE AGREES.
2. That if the contract for construction has not been awarded one year after the acceptable completion of the plans and the approval thereof by the VILLAGE, the VILLAGE will pay the ENGINEERS the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEERS.
3. That the ENGINEERS warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the ENGINEERS to solicit or secure this contract and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEERS any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the VILLAGE shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the VILLAGE:

ATTEST: The Village of East Dundee of the  
State of Illinois, acting by and through its  
By \_\_\_\_\_ President and Board of Trustees  
\_\_\_\_\_  
Village Clerk By \_\_\_\_\_  
(Seal) Title: Village President

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Executed by the ENGINEERS:

Gerald L. Heinz & Associates, Inc.  
206 North River Street  
East Dundee, Illinois 60118  
By \_\_\_\_\_  
Joseph D. Heinz (P.E. Seal)  
Title: President

RECOMMENDED  
YEAR 2015  
STREET PROGRAM

RECOMMENDATION DATE: December 8, 2014

STREET	FROM	TO	LENGTH	COST (Including Construction, and Construction Engineering)
Greenwood Ave	Maxwellton Rd	Bonnie Dundee	200'	\$ 15,000
Kenilworth Ave	Ashland Ave	Greenwood Ave	400'	\$ 27,000
Madison St	Howard Ave	East End	364'	\$ 22,000
Maiden Lane	West End	River St	349'	\$ 19,800
Second St	Barrington Ave	North St	283'	\$ 43,700
Second St	100' N of North St	550' N of North St.	450'	\$ 69,400
Williams Place	Van Buren St	End	431'	\$ 35,000

TOTAL 2477'

TOTAL ESTIMATED PROJECT COST \$231,900

DESIGN ENGINEERING FOR 2015 STREET PROGRAM \$17,700

**TOTAL STREET MFT BUDGET \$249,600**

AREA BREAKDOWN (COST %)

FLATS 61.1% (72.4%)

LAKWOOD 24.2% (18.1%)

TERRACE 14.7% ( 9.5%)

Adopted by Village Board: \_\_\_\_\_

RECOMMENDED

Revised 6-19-15

RECOMMENDED  
YEAR 2015 "ADD-ALTERNATE"  
STREET PROGRAM

RECOMMENDATION DATE: June 19, 2015

STREET	FROM	TO	LENGTH	COST (Including Construction, and Construction Engineering)
Greenwood Ave	Maxwellton Rd	Bonnie Dundee	200'	\$ 15,000
Howard Ave	Park St	Wendt Ave	900'	\$110,000
Kenilworth Ave	Ashland Ave	Greenwood Ave	400'	\$ 27,000
Madison St	Howard Ave	East End	364'	\$ 22,000
Maiden Lane	West End	River St	349'	\$ 19,800
Second St	Barrington Ave	North St	283'	\$ 43,700
Second St	100' N of North St	550' N of North St	450'	\$ 69,400
Second St	550' N of North St	North Limits	610'	\$ 94,000
Williams Place	Van Buren St	End	431'	\$ 35,000

TOTAL 3987'

TOTAL ESTIMATED PROJECT COST \$435,900

DESIGN ENGINEERING FOR 2015 STREET PROGRAM \$32,900

**TOTAL STREET MFT BUDGET \$468,800**

AREA BREAKDOWN (COST %)

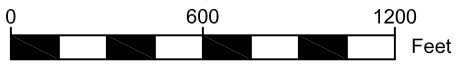
FLATS 53.2% (60.1%)

LAKWOOD 15.1% (9.6%)

TERRACE 31.7% (30.3%)

# VILLAGE OF EAST DUNDEE

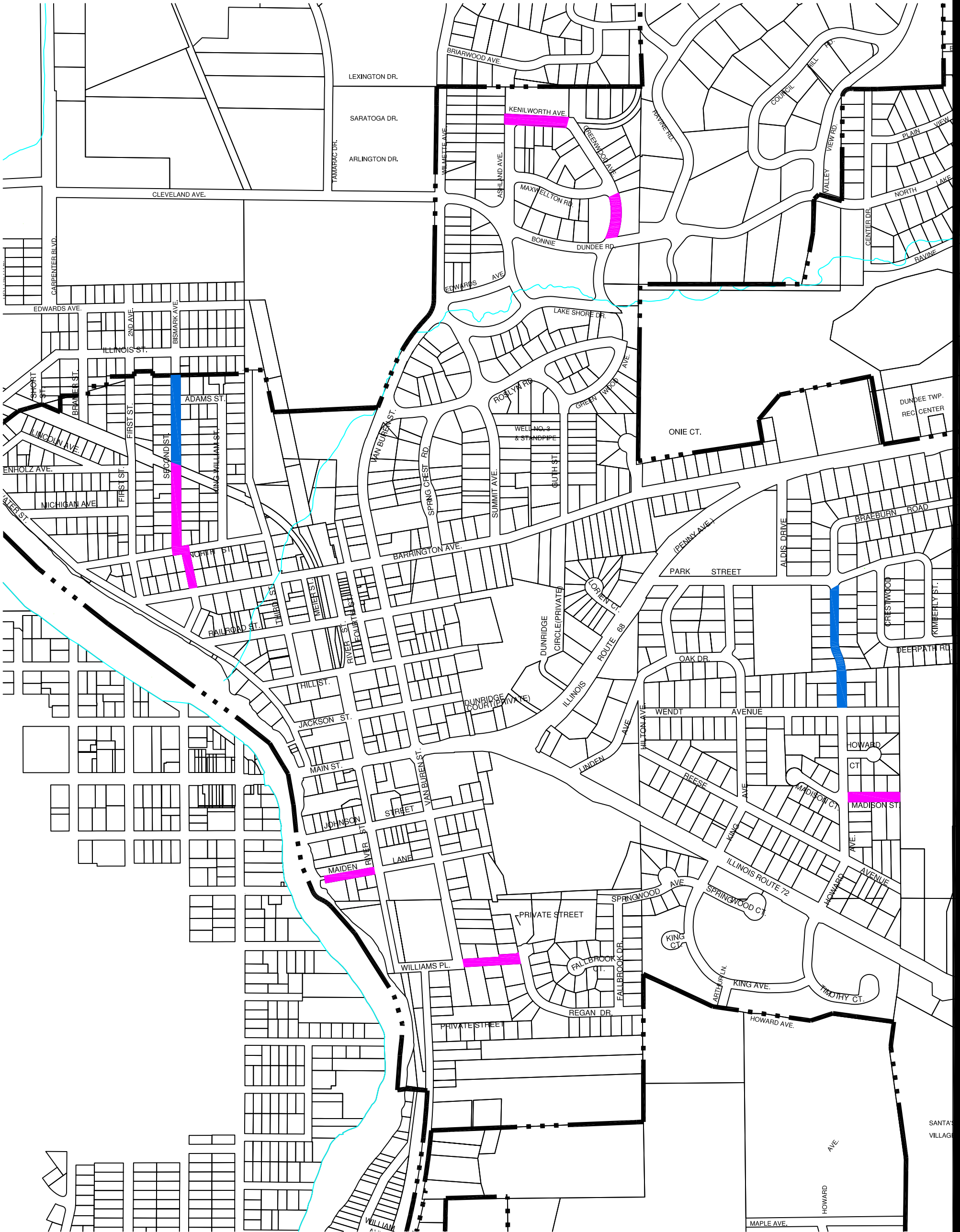
## 2015 STREET IMPROVEMENT MAP



2015- STREET PROGRAM



2015- ADD ALTERNATE STREET PROGRAM







# VILLAGE OF EAST DUNDEE

## DEPARTMENT OF PUBLIC WORKS

401 Elgin Avenue, East Dundee, IL 60118

847-844-9461 847-426-9621 f

To: Jim Kelly, Director of Public Works

From: Adam Peters, Wastewater Superintendent *AP*

Date: July 7, 2015

Re: Requesting Approval to move forward with Clarifier # 502 Rehabilitation Project

Recently while performing routine maintenance we noticed the corrosion continues to worsen in Clarifier 502. This is one of the two original units installed in the 1997 plant expansion. Clarifier 501 was rehabilitated in April of 2014 after being on-line 16 years. The 502 unit was slated to be done in May of 2014 back to back with 501 but in separate budget years. This was postponed with the development of the Membrane system failure at that time. Recently in the 2015 -16 budget year this was postponed yet again.

The 502 unit was in about the same condition as 501 at the time of its rehab. Both units at that time were showing signs of advanced corrosion on the submerged structural steel components. The surface components including lighting, conduits, drive housings and uni – struts were beginning to fail. Additionally the drive unit oil in 502 continues to darken with each change and show signs of seal failures are occurring. This much needed maintenance is critical to the operation of the Wastewater Facility. The equipment operates in the most severe conditions and runs 24 hours a day 7 days a week.

I have spoken with the contractor who was awarded the original bid. He is in fact willing to hold the pricing from April of 2014 nearly 16 months later. The cost at that time was 94,500.00 dollars. The quality of work was outstanding on the first job. The site was kept clean and orderly. Only one electrical issue with the lighting was encountered and they were very prompt to be onsite and correct the issue. I would recommend extending the contract since a 0% increase was indicated.

Should the Village let this opportunity pass we would more than likely be facing a 10% increase and loose our window to perform the work this season. Price increase aside the village runs the risk of experiencing a total failure of the drive unit and or replacement of structural steel components all of which would then require additional engineering costs of up to 15% of the job along with crane time and larger crews to perform the work. This would add an estimated increase of 50% - 60% of the total job cost. Not to mention down time and reduced ability to effectively meet our State Mandated EPA treatment requirements.