

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A PRELIMINARY ENGINEERING
AND CONSTRUCTION GUIDANCE AGREEMENT FOR CHRISTINA DRIVE AND HIGGINS
ROAD IMPROVEMENTS**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Village desires to make improvements to Illinois Route 72 near the intersection of Christina Drive and Higgins Road (the “*Proposed Improvements*”); and,

WHEREAS, the Illinois Department of Transportation (the “*Department*”) provides local municipalities with certain funds, acquired through the State’s imposition of a motor fuel tax (the “*Motor Fuel Tax Funds*”), to be used to improve roadways within the State of Illinois; and,

WHEREAS, in order to qualify for use of the Motor Fuel Tax Funds, the Village is required to act as a local agent of the Department and enter into an agreement with an entity qualified to perform necessary preliminary engineering and construction tasks in association with the Proposed Improvements; and,

WHEREAS, Fehr Graham is an entity capable of providing the requisite engineering and construction services; and,

WHEREAS, the Village has determined that it is in its best interests to enter into an agreement with Fehr Graham to complete the preliminary engineering and construction services required for the Village to qualify for the Motor Fuel Tax Funds.

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

Section 1. That the President and Village Clerk are hereby authorized and directed to execute and deliver the Preliminary Engineering and Construction Guidance Agreement for Motor Fuel Tax Funds, attached hereto and made a part hereof, on behalf of the Village and to undertake any and all actions as may be required to implement the terms thereof.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

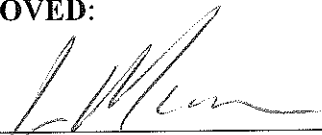
Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 20th day of March, 2017.

AYES: Trustees Lynam, Selep, Wood and Hall

NAYS: Ø


ABSENT: Trustee Gorman

APPROVED:




Village President

Attest:



Village Clerk

Municipality Village of East Dundee	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Fehr Graham
Township				Address 200 Prairie Street Suite 208
County				City Rockford
Section				State IL

THIS AGREEMENT is made and entered into this 20th day of March, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Christina Drive and Higgins Road
Route IL Route 72 Length 1860.00 FT (0.35 Miles) (Structure No. _____)
Termini _____

Description:
Improvements to the intersection of Christina Drive and Higgins Road including mass grading, base materials, PCC bituminous, storm sewer structures, signalization, and all other appurtenances, as per the attached Preliminary Concept Plan and the associated Preliminary Engineer's Estimate of Probable Cost.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA 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 LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

- ~~3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.~~
- ~~4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.~~
 - ~~c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.~~
- ~~By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.~~
- ~~5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.~~
- ~~6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, 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 LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER 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 ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER 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 LA shall have the right to annul this contract without liability.
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

Village of East Dundee of the
(Municipality/Township/County)

State of Illinois, acting by and through its

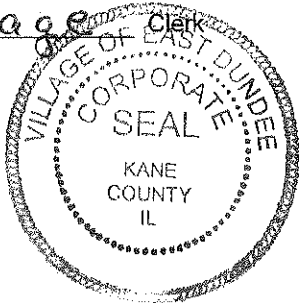
By *LaLorino Hoel*

By *LM*

Village Clerk

Title *Village President*

(Seal)



Executed by the ENGINEER

Fehr Graham

200 Prairie Street, Suite 208

ATTEST:

Rockford, Illinois 61107

By _____ /Carolle Duncan

By _____ /Michael W. Gronewold

Title Project Assistant

Title Principal

Approved

Date
Department of Transportation

Regional Engineer

SUPPLEMENT TO AGREEMENT PROVISIONS

Village of East Dundee
Christina Drive and Higgins Road
Section

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated under the The Engineer Agrees in paragraphs 1a, 1c, 1d, 1g, 1j, 1k, 2, 3, 4, 5 and 6 on a time and material basis, not to exceed of \$105,560.
2. To pay the Engineer for all services performed under the Engineer Agrees in Paragraphs 1L on a time and materials basis, not to exceed \$99,800. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, and estimate of cost - being the work required by paragraphs 1a, 1c, 1d, 1g, 1h, 1j, and 1k under The Engineer Agrees - to the satisfaction of the LA and their approval by the LA or DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, 1c, 1d, 1g, 1h, 1j, 1k and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 1 of the LA AGREES. Traveling and other out-of-town pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of The Engineer Agrees) after they have been approved by the LA or DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.



**Illinois Department
of Transportation**

Project Christina Dr. & Higgins Rd.
 Route Illinois 72
 Section _____
 County Kane

Estimate of Cost

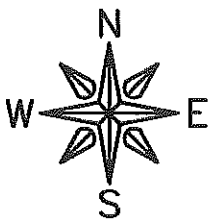
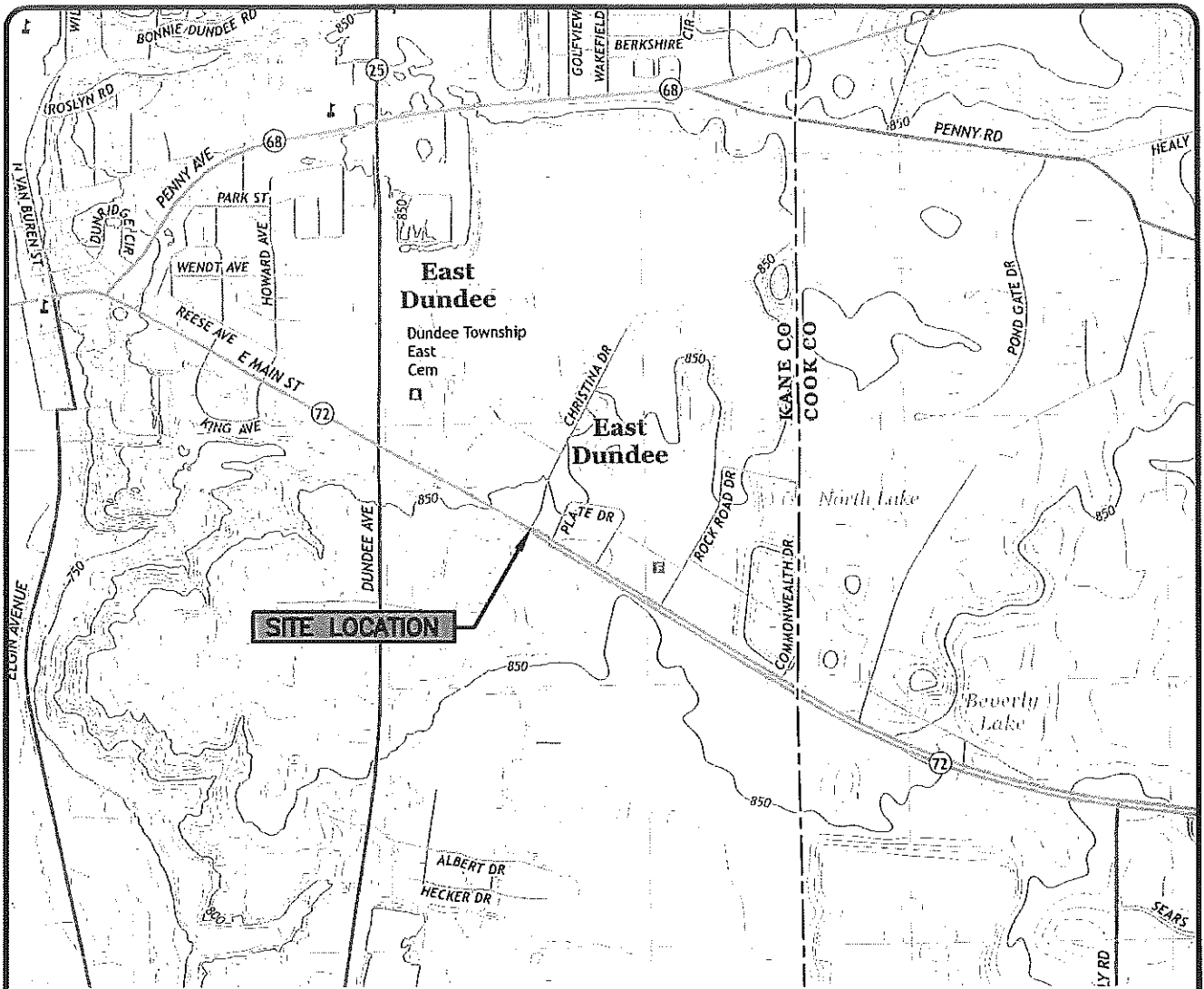
Location of Improvement: Christina Drive and Higgins Road

For a total distance of 1,860 Net improvement of 0.35 miles
 Type _____ Width _____ Thickness _____
 Shoulders _____ Average Haul _____ Maximum Grade _____ %

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
1	Aggregate Base Course, Type B, 12"	SY	3500	\$18.00	\$63,000.00
2	Bituminous Materials, Tack Coat	LB	700	\$4.00	\$2,800.00
3	Bituminous Materials, Prime Coat	LB	500	\$3.00	\$1,500.00
4	Combination Concrete Curb and Gutter	LF	3150	\$26.00	\$81,900.00
5	Combination Curb and Gutter Removal	LF	3150	\$9.00	\$28,350.00
6	Concrete Median, 4"	SF	10640	\$6.00	\$63,840.00
7	Curb Inlet	EA	14	\$2,000.00	\$28,000.00
8	Earth Excavation, Widening	CY	1860	\$36.00	\$66,960.00
9	Epoxy Pavement Markings, Type B - Letters	SF	270	\$6.00	\$1,620.00
10	Epoxy Pavement Markings, Type B - Line 8"	LF	2270	\$3.00	\$6,810.00
11	Epoxy Pavement Markings, Type B - Line 12"	LF	900	\$4.00	\$3,600.00
12	Epoxy Pavement Markings, Type B - Line 24"	LF	112	\$10.00	\$1,120.00
13	Erosion Control and Restoration	LS	1	\$35,000.00	\$35,000.00
14	HMA Surface Course, 2"	TON	104	\$150.00	\$15,600.00
15	HMA Binder Course, 6"	TON	115	\$120.00	\$13,800.00
16	Inlets To Be Adjusted	EA	7	\$450.00	\$3,150.00
17	Inlets To Be Reconstructed	EA	7	\$1,500.00	\$10,500.00
18	Median Removal	SF	10640	\$4.00	\$42,560.00
19	PCC Pavement, 10"	SY	3600	\$70.00	\$252,000.00
20	Pavement Removal	SY	1840	\$12.00	\$22,080.00
21	Storm Sewer	LF	168	\$95.00	\$15,960.00
22	Traffic Signals	LS	1	\$250,000.00	\$250,000.00
23	Traffic Control and Protection (10%)	LS	1	\$101,015.00	\$101,015.00
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$1,111,165.00

20% Contingency \$222,233.00
 Design Engineering \$105,560.68
 Construction Engineering \$100,004.85
TOTAL = \$1,538,963.53

Made by _____ Date _____ Examined _____ , _____
 Checked by _____ Date _____ _____ Regional Engineer



**SITE LOCATION MAP
 INTERSECTION OF
 CHRISTINA DRIVE &
 HIGGINS ROAD (IL RT 72)
 EAST DUNDEE, ILLINOIS**

02/20/17

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003923

ILLINOIS

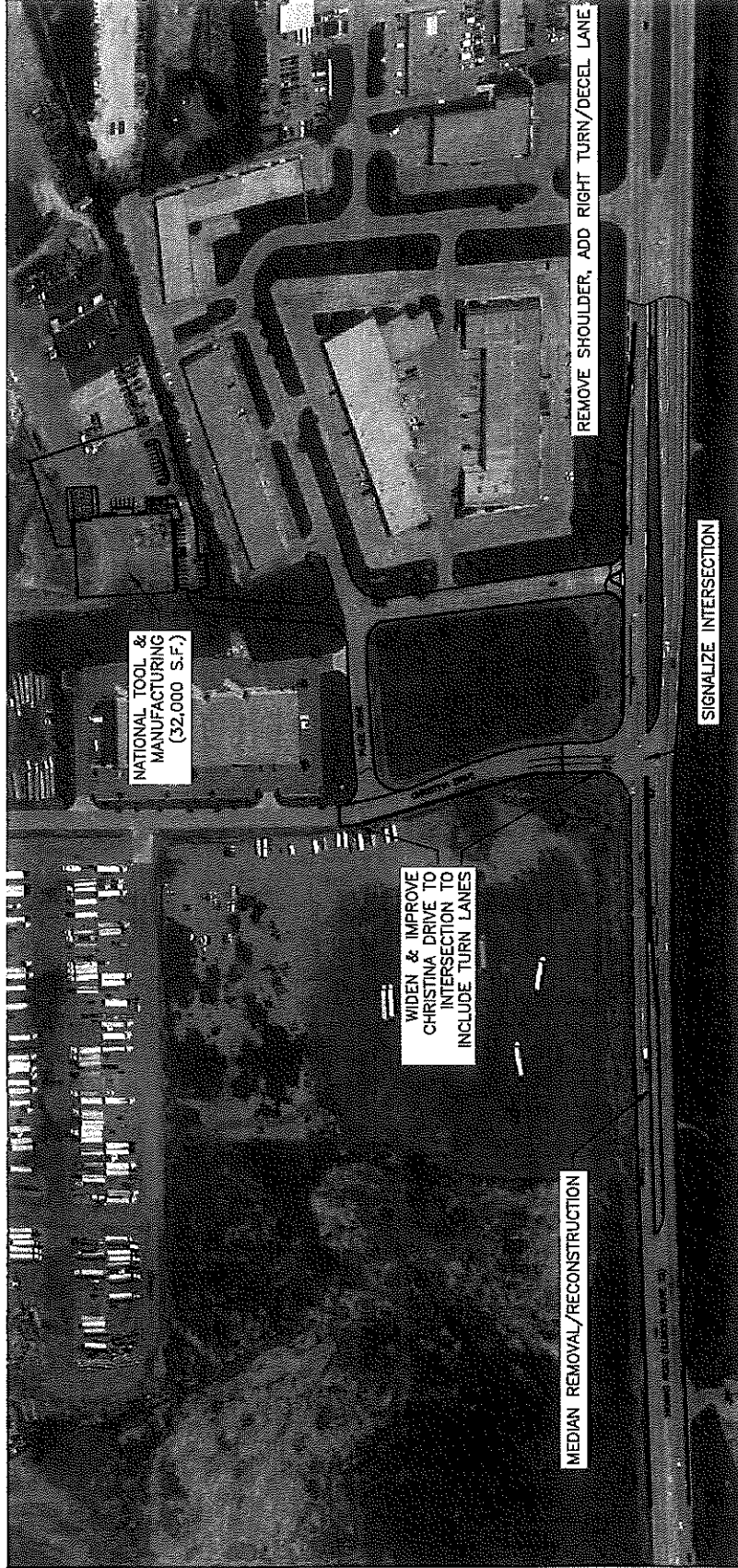
IOWA

WISCONSIN

PLUT DATE: 3/7/17

C:\CSO\16\16-478\16-478 Location Map.dwg, loc map

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SIGNALIZE INTERSECTION

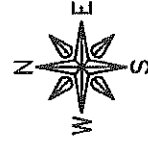
MEDIAN REMOVAL/RECONSTRUCTION

WIDEN & IMPROVE CHRISTINA DRIVE TO INTERSECTION TO INCLUDE TURN LANES

NATIONAL TOOL & MANUFACTURING (32,000 S.F.)

REMOVE SHOULDER, ADD RIGHT TURN/DECEL LANE

PROPOSED IMPROVEMENTS INTERSECTION OF CHRISTINA DRIVE & HIGGINS ROAD (IL RT 72) EAST DUNDEE, ILLINOIS



NOT TO SCALE

2/27/17



ILLINOIS
IOWA
WISCONSIN