

RESOLUTION NUMBER 03 - 13

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL
ENGINEERING AGREEMENT FOR "DOWNTOWN
REDEVELOPMENT IMPLEMENTATION PROJECTS" PHASE ONE
IN THE VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize and approve an agreement with Gerald L. Heinz & Associates, Inc. for professional engineering services in connection with the phase one downtown redevelopment implementation projects.

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 One. That the Village of East Dundee hereby authorizes and approves the agreement with Gerald L. Heinz & Associates, Inc. for professional engineering services in connection with the phase one downtown redevelopment implementation projects, a copy of which agreement is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 22 day of January, 2013, pursuant to a roll call vote as follows:

AYES:

Trustees Gorman, Lynam, Miller, VanOstenbridge and President Bartels

NAYES:

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ABSENT:

Trustees Ruffalo and Skillicorn

Approved by me this 22 day of January, 2013.

Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 23 day of January, 2013, under the authority of the President and Board of Trustees.

ATTEST:

Heather Maieritsch
Heather Maieritsch, Village Clerk

Recorded in the Village Records on January 23, 2013.



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

**FINAL ENGINEERING AGREEMENT
FOR
“DOWNTOWN REDEVELOPMENT IMPLEMENTATION PROJECTS”
PHASE ONE**

IN VILLAGE OF EAST DUNDEE, ILLINOIS

THIS AGREEMENT is made and entered into this 22 day of January, 2013 between the Village of East Dundee (VILLAGE) and Gerald L. Heinz & Associates, Inc. (ENGINEERS) and covers certain professional engineering services in connection with the “Downtown Redevelopment Implementation Projects,” Phase One.

Description of Improvements: The proposed improvements covered by this project include generally the draft concept plan for the “Downtown Redevelopment Implementation” prepared by Vandewalle & Associates, Inc. dated July 12, 2012 for the village. Phase One will include the following:

- (1.) Provide improvements to Meier Street from Barrington Avenue to Railroad Street including necessary water main, storm sewer, streetscaping enhancement features, and other roadway improvements;
- (2.) Provide improvements to Railroad Street from North River Street to Third Street including necessary water main, storm sewers, streetscaping enhancement features, and other roadway improvements, including the Special Event Space depicted on the concept plan;
- (3.) Provide streetscaping enhancement features at the intersection of Barrington Avenue with the Fox River Trail bike path;
- (4.) Provide general geometric horizontal layout of the Depot Commons Plaza improvements depicted on said concept plan;
- (5.) Provide improvements to North River Street from Barrington Avenue to Hill Street including a water main extension and parkway and/or pavement restoration; and
- (6.) Provide improvements to Hill Street from North River Street to approximately 150 feet west thereof including the construction of a new pavement within these limits, necessary water main, storm sewers, and the reconstruction of the Hill Street sanitary sewer lift station.

Limits of Project: The project area is bordered approximately by Barrington Avenue on the north, North River Street on the east, Hill Street on the south, and Third Street on the west with the proposed improvements to be located within the street right of ways and other public-owned properties of the village within the project areas.

AGREEMENT PROVISIONS

THE ENGINEERS AGREE,

1. Under **PHASE ONE, PRELIMINARY ENGINEERING PHASE**, the ENGINEERS will perform or be responsible for the performance of the following engineering services for the VILLAGE in connection with the proposed street improvements, water mains, storm sewers, and streetscape enhancements herein before described and noted as follows:
 - a. Make such detailed surveys as are necessary for the preparation of preliminary engineering plans.
 - b. Establish two (2) permanent benchmarks within the limits of the project area including description and elevation based on U.S.G.S. datum or other established datum required.
 - c. Show spot elevations on top of existing curbs, centerline of pavement, sidewalk edge nearest existing right of way of Meier Street, Barrington Avenue, River Street, Hill Street, and Railroad Street at intervals of not more than 50 feet along public roadway within the project area.
 - d. Prepare a base map at a scale of 1" equals 40 feet showing existing pavements, sidewalks, water mains, sanitary sewers, storm sewers, utility poles, service boxes, manholes, catch basins, inlets, trees greater than 6" in diameter at a point 24" above the ground, and other features within the Meier Street, Barrington Avenue, River Street, Hill Street, and Railroad Street right of ways thru the project area.
 - e. Calculate and show on the base map the preliminary geometrics of the proposed curb reconfiguration of Meier Street, Barrington Avenue, River Street, Hill Street, and Railroad Street thru the project area.
 - f. Show on the base map the preliminary geometrics of the proposed new and/or relocated sidewalks and the parkways thru the project area as well as the proposed widening of the Fox River Trail bike path.

- g. Show on the base map the proposed location of Depot Commons Plaza as depicted on the draft copy of the Downtown Redevelopment Implementation dated July 12, 2012 as prepared by Vandewalle & Associates, Inc. or as may be updated.
 - h. Prepare preliminary plans for the proposed Hill Street sanitary sewer lift station improvement replacing the existing station.
 - i. Determine on a preliminary basis the need for permanent easements or temporary easements which may be necessary to construct the streetscape enhancement features which are proposed by the preliminary plan, if any.
 - j. After the preliminary plans have been initially reviewed by the VILLAGE and any revisions to the plans have been completed to address review comments, the ENGINEERS will prepare a preliminary cost estimate for the improvements, excluding easement acquisition expenses.
 - k. Assist the VILLAGE in obtaining an agreement with gas, electric, or telephone companies for the relocation of their facilities to allow for and to achieve roadway enhancement goals thru the project area.
2. Under **PHASE ONE, FINAL ENGINEERING PHASE**, the ENGINEERS will perform or be responsible for the performance of the following engineering services for the VILLAGE in connection with the proposed streetscape enhancements herein before described and noted as follows:
- a. After review and approval of the Preliminary Engineering plans by the VILLAGE, prepare final engineering plans showing the repair or relocation of sidewalks, the proposed roadway plans, the proposed landscaping plan, and other such plans required by the VILLAGE in accordance with current customary requirements.
 - b. Determine and define the limits of additional permanent easements or temporary easements which may be necessary to construct the proposed streetscape enhancement features, if necessary, but the ENGINEERS will not be responsible under this agreement to prepare individual parcel plats for temporary and/or permanent easements which may be necessary.
 - c. Prepare project specifications, including required special provisions, supplemental specifications, standard details, bid proposals, and minimum wage rate schedules subject to the approval of the VILLAGE.
 - d. Prepare final estimates of cost for the roadway, streetscape enhancement, water main, and storm sewer features in the final engineering plans.

- e. After review of the final engineering plans, the specifications, and the cost estimates by the VILLAGE, make necessary revisions addressing the review comments and resubmit the documents for approval by the VILLAGE.
 - f. Assist the VILLAGE in obtaining bid proposals from contractors for the improvements contained in the plans.
 - g. Assist the VILLAGE in the tabulation and interpretation of the contractors' proposals received.
 - h. Prepare the contract and contract bond documents for the proposed roadway, water main, storm sewer, and streetscape enhancement work under this project.
 - i. Attend not more than two (2) project coordination meetings with the VILLAGE during the final engineering phase.
 - j. Prepare the contract and contract bond documents for work to be undertaken.
3. 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 and street enhancement improvement work. It is understood that all such plans and drafts shall be subject to review and approval by the VILLAGE.
 4. 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.
 5. 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 **PHASE ONE, PRELIMINARY ENGINEERING PHASE** as stipulated in paragraphs 1a. thru 1k. 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 4 below for all services performed on this PROJECT, plus ENGINEER's consultant's charges, if any.

The total compensation for engineering fees under Phase One, Preliminary Engineering Phase **shall not exceed \$114,500** 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 and an engineer's estimated construction cost of \$2,700,000. Should completion be delayed at the request of the VILLAGE or the cost of the work included in this project exceed \$2,700,000 upon receipt of approved engineer's estimate based on the completion of the preliminary plans, the total compensation to ENGINEER shall be appropriately decreased or increased based on fair and reasonable adjustments due to hourly rate increases paid to the ENGINEER's staff and on a pro-rata basis should the project cost exceed or be under the anticipated amount of \$2,700,000 by more than 10% subject to the VILLAGE and ENGINEERS' mutual agreement thru fair and reasonable consideration between the interested parties.

2. To pay the ENGINEERS as compensation for all services performed under the **PHASE ONE, FINAL ENGINEERING PHASE** as stipulated in paragraphs 2a. thru 2j., 3., and 5. 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 4 below for all services performed on this PROJECT, plus ENGINEER's consultant's charges, if any. The total compensation for engineering fees under Phase One, Final Engineering Phase **shall not exceed \$58,500** 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 and an engineer's estimated construction cost of \$2,700,000. Should completion be delayed at the request of the VILLAGE or the cost of the work included in this project exceed \$2,700,000 upon receipt of actual contractor's proposal, the total

compensation to ENGINEER shall be appropriately decreased or increased based on fair and reasonable adjustments due to hourly rate increases paid to the ENGINEER's staff and on a pro-rata basis should the project cost exceed or be under the anticipated amount of \$2,700,000 by more than 10% subject to the VILLAGE and ENGINEERS' mutual agreement thru fair and reasonable consideration between the interested parties.

3. 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 **PHASE ONE, PRELIMINARY ENGINEERING PHASE:**
 - (1) Upon completion of preliminary plans, being the work required by paragraphs 1a. thru 1k. under the ENGINEERS AGREE, to the initial review by the VILLAGE, 90 percent of the total fee due for work under 1a. thru 1k.
 - (2) Upon direction to proceed with the preparation of final engineering plans by the VILLAGE, 100 percent of the total fee due for work under paragraphs 1a. thru 1k. less any amounts paid under a.(1) above.
 - b. Under the **PHASE ONE, FINAL ENGINEERING PHASE:**
 - (1) Upon completion of detailed plans, special provisions, proposals and estimate of cost, being the work required by paragraphs 2a. thru 2j., 3. and 5. under THE ENGINEERS AGREE, to the satisfaction of the VILLAGE, 90 percent of the total fee due for work under paragraphs 2a. thru 2j, 3., and 5.
 - (2) Upon award of the contract for the improvement by the VILLAGE, 100 percent of the total fee due for paragraphs 2a. thru 2j., 3., and 5, less any amounts paid under b(1) above.
4. That, should the improvement be abandoned at any time after the ENGINEERS have performed any part of the services provided for in paragraphs 1a. thru 1k, 2a. thru 2j., 3., and 5., and prior to the completion of such services, the VILLAGE shall reimburse the ENGINEERS at their hourly rates as set forth as follows:

Grade Classification Of Employee	Hourly Rate
Principal Engineer - Manager	<u>\$130.00</u>
Principal Engineer - Project Manager	<u>\$114.00</u>
Professional Engineer - Project Engineer	<u>\$ 89.00</u>
Assistant Engineer - E.I.	<u>\$ 82.00</u>
Chief of Party - Engineering Tech III	<u>\$ 70.50</u>
Senior Draftsman - Engineering Tech III	<u>\$ 70.50</u>
Rodmen	<u>\$ 49.50</u>
Inspectors - Engineering Tech II	<u>\$ 60.75</u>
Stenographer	<u>\$ 53.00</u>
Robotic Total Station	<u>\$ 40.00</u>
Global Positioning System	<u>\$ 43.00</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, 2013. In event the services of the ENGINEERS extend beyond December 31, 2013, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEERS that are in effect at that time.

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

5. 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.
6. **WORK NOT INCLUDED IN THIS PROPOSAL:**
 - 6.1 Our engineering fees are based on the general concept plan as prepared by Vandewalle & Associates, Inc. dated July 12, 2012 or other information furnished to us by the VILLAGE. Should changes to this concept be made by the VILLAGE after we have commenced our work, the revisions necessary to our plans due to these changes will be billed as extra work at our normal hourly rates and will not be included under the "not-to-exceed" amounts which follow in this proposal.
 - 6.2 Our proposal specifically excludes providing any traffic studies, wetland studies, environmental studies, or soils investigations which may or may

not be required by the VILLAGE. If required, these services can be provided by firms with whom we have an established business and professional relationship at the sole expense of the VILLAGE.

IT IS MUTUALLY AGREED,

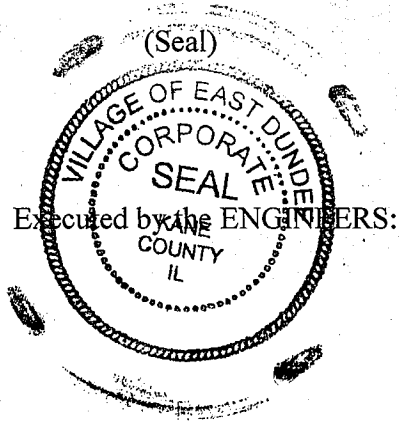
1. That any difference between the ENGINEERS and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEERS, one member appointed by the VILLAGE, and a third member appointed by the two appointed members for disposition and that the committee's decision shall be final.
2. 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 4 of THE VILLAGE AGREES.
3. That if the contract for construction has not been awarded three (3) months 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.
4. 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:

By *Heidi Leubke*
Village Clerk



The Village of East Dundee of the
State of Illinois, acting by and through its

President and Board of Trustees

By *Jerald Burt*
Title: Village President

Gerald L. Heinz & Associates, Inc.
206 North River Street
East Dundee, Illinois 60118

By *Joseph D. Heinz*
(P.E. Seal)
Title: President

Digitally signed by Joseph D. Heinz, P.E., P.L.S.
DN: cn=Joseph D. Heinz, P.E., P.L.S., o=Gerald L.
Heinz & Associates, Inc., ou,
email=jheinz@glheinzinc.com, c=US
Date: 2013.01.10 14:33:19 -06'00'