

**RESOLUTION NUMBER 22 - 12**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE  
FINAL ENGINEERING AGREEMENT FOR THE VILLAGE OF  
EAST DUNDEE STREET IMPROVEMENTS ON SEGMENTS OF  
GUTH STREET, GREENWOOD AVENUE, NORTH STREET, HILL  
STREET, ROSLYN ROAD, RAVINE ROAD, MAXWELLTON ROAD,  
AND CRABTREE ROAD**

**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 the Execution of a final engineering agreement for East Dundee street improvements on segments of Guth Street, Greenwood Avenue, North Street, Hill Street, Roslyn Road, Ravine Road, Maxwellton Road, and Carbtree Road.

**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 adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a final engineering agreement for East Dundee street improvements on segments of Guth Street, Greenwood Avenue, North Street, Hill Street, Roslyn Road, Ravine Road, Maxwellton Road, and Carbtree Road, in the Village of East Dundee, Illinois, 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 18<sup>th</sup> day of June, 2012, pursuant to a roll call vote as follows:

AYES: 4 - Trustees Gorman, Lynam, Miller & Van Ostenbidge

NAYES: 0

ABSENT: 3 - Trustees Ruffulo, Skillicorn & President Bartels

Approved by me this 18<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
JERALD BARTELS, President

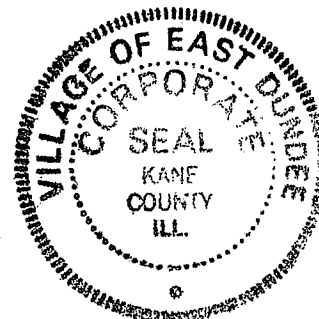
Paul VanOstenbidge, President Pro Tem

Published in pamphlet form this 22<sup>nd</sup> day of June, 2012, under the authority of the President and Board of Trustees.

ATTEST:

  
\_\_\_\_\_  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on June 22<sup>nd</sup>, 2012.



**FINAL ENGINEERING AGREEMENT  
FOR  
VILLAGE OF EAST DUNDEE STREET IMPROVEMENTS ON SEGMENTS OF  
GUTH STREET, GREENWOOD AVENUE, NORTH STREET, HILL STREET,  
ROSLYN ROAD, RAVINE ROAD, MAXWELLTON ROAD,  
AND CRABTREE ROAD**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of June, 2012 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 the village's streets.

Description of Improvement: The improvement consists of the resurfacing and/or reconstruction of Guth Street from Greenwood Avenue to Roslyn Road, Greenwood Avenue from Guth Street to Roslyn Road, Greenwood Avenue from Kenilworth Avenue to Maxwellton Road, North Street from Water Street to First Street, Hill Street from Water Street to Third Street, Hill Street from Third Street to River Street, Roslyn Road from Guth Street to Greenwood Avenue, Ravine Road from Bonnie Dundee Road to Oakridge Road, Maxwellton Road from Ashland Avenue to Greenwood Avenue, and Crabtree Road from Ravine Drive to north village limits. The length of the street resurfacing and/or reconstruction improvement is approximately 5128 feet (0.97 miles).

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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 Guth Street, Greenwood Avenue, North Street, Hill Street, Roslyn Road, Ravine Road, Maxwellton Road, and Crabtree Road 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.

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**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 employees 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 \$26,700 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.

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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>\$112.00</u>
Professional Engineer - Project Engineer	<u>\$ 85.50</u>
Chief of Party - Engineering Tech II	<u>\$ 59.00</u>
Senior Draftsman - Engineering Tech III	<u>\$ 67.00</u>
Rodmen	<u>\$ 43.50</u>
Inspectors - Engineering Tech II	<u>\$ 59.00</u>
Stenographer	<u>\$ 52.00</u>
Robotic Total Station	<u>\$ 39.00</u>
Global Positioning System	<u>\$ 41.00</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, 2012. In event the services of the ENGINEERS extend beyond December 31, 2012, 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.

Job No. ED-1908

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.

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**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 3 of THE VILLAGE AGREES.
3. 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.
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.

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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.

Job No. ED-1908

Executed by the VILLAGE:

The Village of East Dundee of the

ATTEST:

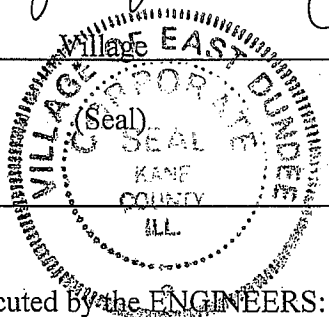
State of Illinois, acting by and through its

By *Jennifer Behley*  
Clerk

President and Board of Trustees

By *Paul VanOstenbridge*

Title: Village President  
President Pro Tem, Paul VanOstenbridge



Executed by the ENGINEERS:

Gerald L. Heinz & Associates, Inc.

206 North River Street

East Dundee, Illinois 60118

By \_\_\_\_\_

(P.E. Seal)

Title: President

RECOMMENDED  
YEAR 2012  
STREET PROGRAM

RECOMMENDATION DATE: June 18, 2012

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>ESTIMATED COST</u> (Including Construction, and Construction Engineering)
Crabtree Road	Ravine Drive	Village Limits	454'	\$27,500
Greenwood Ave	Guth Street	Roslyn Road	552'	\$27,500
Greenwood Ave	Kenilworth Ave	Maxwellton Road	493'	\$38,500
Guth Street	Greenwood Ave	Roslyn Road	370'	\$22,000
Hill Street	Water Street	Third Street	240'	\$36,300
Hill Street	Third Street	River Street	130'	\$18,700
Maxwellton Road	Ashland Ave	Greenwood Ave	690'	\$38,500
North Street	Water Street	First Street	369'	\$55,000
Ravine Road	Bonnie Dundee	Oakridge Road	1225'	\$71,500
Roslyn Road	Guth Street	Greenwood Ave	605'	\$33,000

TOTAL LENGTH 5128'

TOTAL ESTIMATED PROJECT COST \$335,000

DESIGN ENGINEERING FOR 2012 STREET PROGRAM \$26,700

**TOTAL STREET MFT BUDGET \$361,700**

AREA BREAKDOWN (Cost %)

LAKWOOD 85.6% (67%)

FLATS 14.4% (33%)

Adopted by Village Board: *Jennifer Behney*



RECOMMENDED  
YEAR 2013  
STREET PROGRAM

RECOMMENDATION DATE: June 18, 2012

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>ESTIMATED COST</u> (Including Construction, and Construction Engineering)
Greenwood Ave	Bonnie Dundee	Lakeshore Drive	435'	\$24,200
Guth Street	Barrington Ave	Greenwood Ave	773'	\$33,000
Howard Avenue	Madison Street	Howard Court	279'	\$16,500
Lake Shore Drive	Ashland Ave	Greenwood Ave	552'	\$33,000
Michigan Ave	Water St	First St	731'	\$112,200
Park Street	Linden Ave	King Ave	272'	\$16,500
Park Street	Crestwood	Kimberly Street	350'	\$55,000
TOTAL LENGTH			3392'	
TOTAL ESTIMATED PROJECT COST				\$290,200
DESIGN ENGINEERING FOR 2013 STREET PROGRAM				\$23,200
<b>TOTAL STREET MFT BUDGET</b>				<b>\$313,400</b>

<u>AREA BREAKDOWN</u>	<u>(COST %)</u>	
LAKWOOD	29.1%	(19.7%)
TERRACE	49.4%	(41.6%)
FLATS	21.5%	(38.7%)

Adopted by Village Board: Jennifer Rehlberg

RECOMMENDED  
YEAR 2014  
STREET PROGRAM

RECOMMENDATION DATE: June 18, 2012

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>ESTIMATED COST</u> (Including Construction, and Construction Engineering)
Balmoral Drive	Bruce Court	Scott Drive	492'	\$22,000
Johnson Street	West End	River Street	415'	\$22,000
Johnson Street	Van Buren St	End	360'	\$55,000
Maiden Ln.	Van Buren St	East End	358'	\$18,700
Meier St	Railroad St	Barrington Ave	340'	\$75,000
ark St	Howard Ave	Crestwood	310'	\$49,500
<b>TOTAL LENGTH</b>			<b>2275'</b>	
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$242,200</b>
<b>DESIGN ENGINEERING FOR 2014 STREET PROGRAM</b>				<b>\$19,400</b>
<b>TOTAL STREET MFT BUDGET</b>				<b>\$261,600</b>

AREA BREAKDOWN (COST %)

TERRACE 35.3% (29.5%)

FLATS 64.7% (70.5%)

Adopted by Village Board:

*Jennifer Behling*

RECOMMENDED  
YEAR 2015  
STREET PROGRAM

RECOMMENDATION DATE: June 18, 2012

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>COST</u> (Including Construction, and Construction Engineering)
Madison St	Howard Ave	East End	364'	\$22,000
Maiden Lane	West End	River St	349'	\$19,800
Second St	North St	Adams St	985'	\$151,800
Second St	Adams St	Village Limits	161'	\$24,200
Third St	Hill St	Railroad St	332'	\$51,700
<b>TOTAL</b>			<b>2191'</b>	
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$269,500</b>
<b>DESIGN ENGINEERING FOR 2015 STREET PROGRAM</b>				<b>\$21,500</b>
<b>TOTAL STREET MFT BUDGET</b>				<b>\$291,000</b>

<u>AREA BREAKDOWN</u>	<u>(COST %)</u>	
TERRACE	16.6%	(8.2%)
FLATS	83.4%	(91.8%)

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

*Jennifer Reilly*

RECOMMENDED  
YEAR 2016  
STREET PROGRAM

RECOMMENDATION DATE: June 18, 2012

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>COST</u> (Including Construction, and Construction Engineering)
First St	North St	Michigan Ave	306'	\$47,300
First St	Michigan Ave	Wenholz Ave	280'	\$44,000
First St	Wenholz Ave	Corp Limit	618'	\$95,700
Greenwood Ave	Maxwellton Rd	Bonnie Dundee	400'	\$22,000
Railroad St	Water St	Third St	558'	\$16,500
Railroad St	Third St	Meier St	174'	\$35,200
Railroad St	Meier St	River St	191'	\$38,500
TOTAL			2527'	
TOTAL ESTIMATED PROJECT COST				\$299,200
DESIGN ENGINEERING FOR 2016 STREET PROGRAM				\$23,900
<b>TOTAL STREET MFT BUDGET</b>				<b>\$323,100</b>

<u>AREA BREAKDOWN</u>	<u>(COST %)</u>	
FLATS	84.2%	(92.6%)
LAKWOOD	15.8%	(7.4%)

Adopted by Village Board: Jennifer Reilly