

Resolution No. 53-15

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF EAST DUNDEE  
AND GERALD L. HEINZ & ASSOCIATES, INC.  
(2015 Street System Improvements)**

**WHEREAS**, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village obtained and reviewed a proposal from Gerald L. Heinz & Associates, Inc. for professional engineering services for the 2015 Street System Improvements and updating the five year street improvement program; and,

**WHEREAS**, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal for engineering services from Gerald L. Heinz & Associates, Inc.

**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 *FINAL ENGINEERING AGREEMENT FOR VILLAGE OF EAST DUNDEE, ILLINOIS YEAR 2015 STREET SYSTEM IMPROVEMENTS*, dated July 20, 2015, which is attached hereto and made a part hereof by reference as Exhibit A, between Gerald L. Heinz & Associates, Inc. and the Village be and is hereby approved in an amount not to exceed \$32,900 and the Village Administrator is hereby authorized to execute said agreement on behalf of the Village.

**Section 2:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 20<sup>th</sup> day of July, 2015, pursuant to a roll call vote as follows:

AYES: Trustees Skillicorn, Selep, Lynam, Wood and Hall

NAYS: Ø

ABSENT: Trustee Gorman

APPROVED this 20<sup>th</sup> day of July, 2015

Attest: Heather Maieritsch  
Heather Maieritsch, Village Clerk

L. Miller  
Lael Miller, Village President



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. Due 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 20<sup>th</sup> day of July, 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,**

- I. 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.

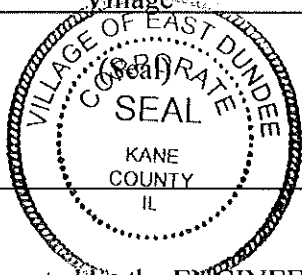
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the VILLAGE:

ATTEST:

By 

\_\_\_\_\_ Village Clerk



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

By 

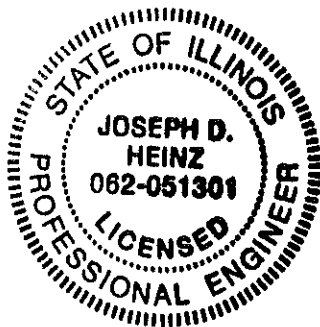
Title: Village President

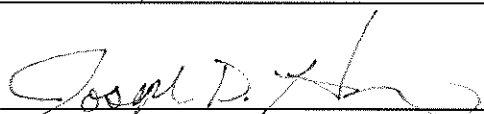
Executed by the ENGINEERS:

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%)

LAKESWOOD 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 %)

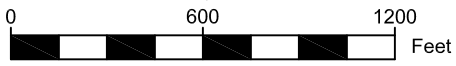
FLATS 53.2% (60.1%)

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

