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R-10-12



Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the Village of Campton Hills of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: McDonald Road, FAP 537, West of Phar Lap Drive, East of Cloverfield Circle.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of resurfacing (with two inches of surface course & one inch of leveling binder) the above mentioned roadway, 6" Class D patching to correct base failures, aggregate wedge shoulders, applying crack control as required, striping and restoration.

and shall be constructed twenty-two feet wide and be designated as Section 10-00002-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Nine Thousand Dollars (\$79,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

OCT 13 2010

Date

Department of Transportation

Signature of Dennis M. O'Keefe, Regional Engineer

I, Carolyn Higgins Clerk in and for the

Village of Campton Hills

City, Town or Village

County of Kane, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the President and Board of Trustees

Council or President and Board of Trustees

at a meeting on September 21, 2010

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

21st day of September, 2010

(SEAL)

Signature of Carolyn Higgins, City, Town, or Village Clerk

RECEIVED

OCT 05 2010

BUREAU OF LOCAL ROADS & STREETS



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Motor Fuel Tax - Improvement Resolution
Village of Campton Hills
Section No.: 10-00002-00-RS
Kane County

October 14, 2010

Ms. Carolyn Higgins
Village Clerk
Village of Campton Hills
40W115 Campton Crossings Drive, Unit B
Campton Hills, IL 60175

Dear Ms. Higgins:

The Resolution for the above-referenced section adopted by the Village President and Board of Trustees on September 21, 2010, received on October 5, 2010, was approved as of October 13, 2010.

This provides for resurfacing, patching, aggregate wedge shoulders, crack control treatment, striping, restoration, etc. and appropriates \$79,000.00 of Motor Fuel Tax (MFT) Funds for the subject section.

Enclosed is one (1) copy for your records. If you have any questions or need additional information, please contact Marilyn D. Solomon, Field Engineer, at (847) 705-4407 or via email at Marilyn.Solomon@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

A handwritten signature in red ink, appearing to read 'C. Holt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Jason M. Bauer, P.E., Engineering Enterprises, Inc. w/encl.



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

R-10-12

BE IT RESOLVED, by the President and Board of Trustees of the Village of Campton Hills of the Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: McDonald Road, FAP 537, West of Phar Lap Drive, East of Cloverfield Circle.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of resurfacing (with two inches of surface course & one inch of leveling binder) the above mentioned roadway, 6" Class D patching to correct base failures, aggregate wedge shoulders, applying crack control as required, striping and restoration.

and shall be constructed twenty-two feet wide and be designated as Section 10-00002-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Nine Thousand Dollars (\$79,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

I, Carolyn Higgins Clerk in and for the Village of Campton Hills City, Town or Village County of Kane, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on September 21, 2010 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of September, 2010 (SEAL) [Signature] City, Town, or Village Clerk



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

-R-10-12

BE IT RESOLVED, by the President and Board of Trustees of the Council or President and Board of Trustees Village of Campton Hills Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
McDonald Road	FAP 537	West of Phar Lap Drive	East of Cloverfield Circle

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of resurfacing (with two inches of surface course & one inch of leveling binder) the above mentioned roadway, 6" Class D patching to correct base failures, aggregate wedge shoulders, applying crack control as required, striping and restoration.

and shall be constructed twenty-two feet wide and be designated as Section 10-00002-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Nine Thousand Dollars (\$79,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer

I, Carolyn Higgins Clerk in and for the Village of Campton Hills City, Town or Village of Kane County of Kane , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on September 21, 2010 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of September, 2010

(SEAL) City, Town, or Village Clerk

Municipality The Village of Campton Hills	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T	Name Engineering Enterprises, Inc.
Township Plato and Elgin				Address 52 Wheeler Road
County Kane		Preliminary and Design Services Agreement		City C
Section 10-00003-00-RS				

*Awaiting signed
copies to return
from IDOT
sent 9/21/2010*

THIS AGREEMENT is made and entered into this 6th day of Oct Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA supervision of the State Department of Transportation, hereinafter called the "IDOT" to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name McDonald Road (Local Agency Pavement Preservation - LAPP)

Route FAP 537 Length 2.18 Mi. 11,500 FT

Termini Corron Road to Stevens Road


Description:

The improvement consists of milling and resurfacing approximately 3,000 L. F. of pavement including hot-mix asphalt removal 1" and variable, leveling binder 3/4" and surface course 2 1/2", hot-mix asphalt pavement patching, aggregate wedge shoulder, reflective crack control, thermoplastic pavement markings, miscellaneous related work and all incidental and collateral work thereto.

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 improvements 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 and 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, Department of Natural Resources-Office 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Municipality The Village of Campton Hills	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Engineering Enterprises, Inc.
Township Plato and Elgin				Address 52 Wheeler Road
County Kane		Preliminary and Design Services Agreement		City Sugar Grove
Section N/A				State Illinois

THIS AGREEMENT is made and entered into this 6th day of October, 2009 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 McDonald Road (Local Agency Pavement Preservation – LAPP)

Route FAP 537 Length 2.18 Mi. 11,500 FT (Structure No. _____)

Termini Corron Road to Stevens Road

Description:

The improvement consists of milling and resurfacing approximately 3,000 L. F. of pavement including hot-mix asphalt removal 1" and variable, leveling binder ¾" and surface course 2 ½", hot-mix asphalt pavement patching, aggregate wedge shoulder, reflective crack control, thermoplastic pavement markings, miscellaneous related work and all incidental and collateral work thereto.

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 improvements 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 and 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, Department of Natural Resources-Office 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is 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 representatives of 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, 1c, 1d, 1g, 1i, 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:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

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

- c. A lump sum of money in the amount of \$21,000.00
2. To pay for services stipulated in paragraphs 1b, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work.
- "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 classifications 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, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - 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 under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus N/A percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
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 DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus N/A percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. 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,

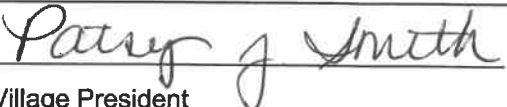
1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two 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 4 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.

IN WITNESS WHEREOF, the parties have caused the 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:
By 
DEPT'S Village Clerk
(Seal)

The Village of Campton Hills of the
(Municipality/Township/County)

State of Illinois, acting by and through its
Village President and Board of Trustees
By 
Title Village President

Executed by the ENGINEER:

ATTEST:
By 
Title Secretary

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
By 
Title Vice President