



**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
January 3, 2022  
5:15 P.M.  
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the December 12, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Street Department Manager to hire Fehr Graham & Associates for professional civil engineering services for improvement of Loves Park Creek Phase 2 Stream Improvement Design at a cost not to exceed \$73,600.00

B. Resolution authorizing the Street Department Manager to sign a contract with Arc Design Resources for preliminary engineering for the reconstruction of Riverside/Argyle Intersection. Work to consist of Field Work/Partial Survey, Drainage Investigation/Design Report & Topographic Survey, Right-of-Way, etc. Total cost of the contract, shall not exceed \$20,800

C. Resolution authorizing the Street Department Manager to sign a contract with Arc Design Resources for preliminary engineering for the reconstruction of Paulson Road Interim. Work to consist of Field Work/Partial Survey, Drainage Investigation/Design Report & Topographic Survey, Right-of-Way, etc. Total cost of the contract, shall not exceed \$25,600

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

*Public Comments will be taken upon registration with City Clerk's Office prior to meeting. Please contact Loves Park City Clerk's Office at 815-654-5034 to participate in the Public Comment.*

V. Adjourn



## PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: December 6, 2021

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Holmes, Ald. Peterson, Ald. J Jacobson, Ald. Schlensker

MEMBERS ABSENT:

ALSO PRESENT: Steve Thompson, Ald. Puckett, Ald. D Jacobson, Ald. Thompson,  
Ald. Pruitt and Craig McDonald, Water Department Manager

APPROVAL OF MINUTES: November 29, 2021

Ald. J. Jacobson moved to approve said motion. Ald. Holmes

Motion carried 4 ayes – 0 nays

### MATTERS PROPOSED, DISCUSSED OR DECIDED AND RECORD OF VOTES TAKEN:

1. A Resolution was discussed authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers for Professional services in the design, permitting, bidding, and construction services for Well #7 pumping equipment, well house, and filtration plant at a cost not to exceed \$249,500.00.

Ald. J. Jacobson moved to approve said motion. Ald. Peterson seconded said motion.  
Motion carried 4 ayes – 0 nays

Alderman J. Jacobson moved for adjournment at 5:18 p.m.; seconded by Alderman Holmes  
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

**RESPECTFULLY SUBMITTED, ROB SCHLENSKER-CHAIRMAN OF THE PUBLIC WORKS COMMITTEE**

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: January 3, 2022

**Resolved by the adoption of this Resolution,** the Street Department Manager is authorized to hire Fehr Graham & Associates, 200 Prairie Street, Suite 208, Rockford, IL 61107 for professional civil engineering services for improvement of Loves Park Creek Phase 2 Stream Improvement Design at a cost not to exceed seventy-three thousand, six hundred dollars (\$73,600.00). The scope of work is defined on the attached "Proposal for Services"

Funds shall be taken from Account No. 01-11-8045 (Stormwater Management) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
Mark Peterson – Alderman

Motion:

Second:

Voting:

October 12, 2021

Mr. Shannon Messinger  
City of Loves Park  
100 Heart Boulevard  
Loves Park, Illinois 61111

**RE: Loves Park Creek Phase 2 Stream Improvements Design**

Dear Mr. Thompson,

The City of Loves Park is improving the Loves Park Creek stream corridor from Marsh Hawk Drive to Sinkiawic Parkway. The City would like to design and construct the stream reach from Marsh Hawk Drive and end approximately 1,400 feet downstream. The stream will be realigned and stabilized to prevent erosion of banks and provide a maintainable corridor. We are proposing to move forward with the design of this Phase 2 project in anticipation of the City of Loves Park receiving the Clean Water Act Section 319 Grant Funding for the construction of the project. The following is the scope of services that Fehr Graham will provide in support of the stream improvements.

**SCOPE OF SERVICES**

USACE Permitting

The previously completed wetland report will be submitted to USACE for a jurisdictional determination. Based on this, the permitting will be completed for the impacts and restoration of wetland areas identified along the stream.

Civil Site Design and Permitting

Using the topographic survey information from work previously performed by Fehr Graham and the concept plan, Fehr Graham will prepare the following Final Engineering Design Drawings:

- Preparation of Preliminary and Final Engineering Plans necessary to satisfy the permitting requirements of Loves Park as well as facilitate construction through the preparation of:
  - Site Grading and Channel Design Plan
    - Overall site grading design indicating existing and proposed contour elevations, as well as proposed spot elevations.
    - Channel and storm sewer design, drainage structure design, and schedule for the site, as well as construction details as required.
  - Channel Design Cross Sections
    - Representative cross sections for the channel design at fifty-foot intervals and key locations as applicable.
  - Landscape Plan
    - Planting design as necessary along stream banks for stabilization.
    - Tree removal and replacement design.
    - Planting notes, details and specifications related to the proposed planting design.

- Soil Erosion/Sedimentation Control Plan
  - Details and specifications relating to the work depicted in these drawings.
  - Stormwater Pollution Prevention Plan (SWPPP) and IEPA NPDES permit. Required since the disturbed area appears to be greater than 1 acre.
- Preparation of local site design permits.
- Engineer’s Opinion of Probable Costs will be included in the scope of work.

Bidding Documents and Services

Fehr Graham will prepare all required bidding documents for this project that will include the work detailed in the above-mentioned scope of services. Fehr Graham will also publish the bid advertisement via QuestCDN, open & evaluate bids and prepare a recommendation for selection of Contractor. This shall also include one pre-bid conference meeting to be held in person at Loves Park City Hall at a date to be decided in the future, and one plan addenda as required during the bid advertisement period.

**EXCLUSIONS**

The following items are **not** included in the scope of services proposed here within:

- Additional Topographic Survey or Boundary Surveys
- Permitting Fees
- Geotechnical Investigation and Borings
- Proposed Easement Preparation
- Construction Staking, Construction Administration, Construction Observation

Any of the above services can be performed as an additional cost to the project upon request.

**FEES**

At this time, we are prepared to complete the scope of work as detailed above on a time and materials basis in accordance with the following schedule of fees:

|                              |                 |
|------------------------------|-----------------|
| Wetland Permitting           | \$4,700         |
| Civil Site Design            | \$59,300        |
| Bidding Documents & Services | <u>\$9,600</u>  |
| <b>Total</b>                 | <b>\$73,600</b> |

Payment for the services rendered will be requested via an invoice prepared monthly.

**AUTHORIZATION**

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Should you like us to proceed, please sign the authorization line below and return a copy to my attention. Said authorization will incorporate this proposed scope and fee into the existing contract between Fehr Graham and the City of Loves Park (Fehr Graham Project 19-877) and the associated terms and general conditions of same.

October 12, 2021  
Mr. Messinger, City of Loves Park  
Loves Park Creek Phase 2 Improvements  
Page 3

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me at this office.

Sincerely,



Mick Gronewold, PE  
Principal

JM:ted

**Authorization:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

# City of Loves Park

## Department of Public Works

By Alderman: Robert Schlensker Resolution No. \_\_\_\_\_

Date: January 3, 2022

**Resolved by the adoption of this Resolution,** that the Street Department Manager is authorized to sign a contract with Arc Design Resources, Consulting Engineers, 5291 Zenith Parkway, Loves Park, IL 61111, for preliminary engineering for the reconstruction of Riverside/Argyle Intersection. Work to consist of Field Work/Partial Survey, Drainage Investigation/Design Report & Topographic Survey, Right-of-Way, etc. Total cost of the contract, shall not exceed twenty thousand eight hundred dollar (\$20,800).

Funds shall be drawn from Account No. 01-11-8047 (Engineering-Future Projects) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson - Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
Mark Peterson – Alderman

Motion:

Second:

Voting:

November 4, 2021

Mr. Shannon Messinger  
City of Loves Park  
100 Heart Boulevard  
Loves Park, IL 61111

**Re: Riverside/Argyle  
Intersection**

Dear Mr. Messinger,

Thank you for your continued support of Arc Design Resources. Per our recent phone conversation, the City is interested in pursuing a "shelf ready" project at the intersection of Riverside Boulevard and Argyle Road on the far east end of the City in order to solicit grant funding or have a project ready to go if there is a government program that becomes available. As you know there is a very large left turn volume from Riverside to northbound Argyle in order to reach Inverness and Central Park subdivisions. This causes delays and backups on Riverside. We are pleased to present the following proposal for your consideration:

#### **Topographic and Boundary Survey**

- Obtain current topographic survey of the project corridor along Riverside from the Keith Creek culvert east into Boone County.
- Locate lot pins to determine right of way limits of Riverside to identify construction limits we need to adhere to.

#### **Optional Intersection Design Study**

You might wish to prepare an Intersection Design Study if seeking federal or state funds. The IDS would include our obtaining traffic counts, preparing a geometric design and performing traffic analysis based on the witnessed counts and projections. Alternatively, from our familiarity with the traffic situation, we know that the primary objective is to create a left turn lane for eastbound traffic. We have not witnessed significant backups on Argyle for southbound traffic, so we would plan this to be for an unsignalized intersection. The IDS would serve as an affirmation of the observed needs.

#### **Construction Plans and Specifications**

For "shelf ready" plans, we proposed to complete the final design documents and cost estimate needed for bidding and approval, including:

- Final design for widening of Riverside Boulevard. At this time we expect the creation of a left turn lane from eastbound to northbound, a single through lane in each direction and a right turn lane for Harvest Hills neighborhood to limit the potential of through traffic/right turn traffic rear end collisions.
- Will discuss the potential for an alternate "free flow" lane from Argyle to Riverside.
- Curb and gutter or shoulder/ditch section will be used based on available existing right of way.
- Preparation of full plans. Typically, our plan set will include:

- Cover and General Notes
- Typical Sections and Summary of Quantities
- Removal Plans
- Plan and Profile sheets at 20 scale
- Intersection Details, including ADA design details and drainage slope arrows at each location
- Traffic Control / staging plan
- Cross Sections
- Other construction details as needed
- Develop schedule of quantities and estimate
- Preparation of bid spec documents is NOT included at this time and would be additional once funding was allocated. Depending on funding, bid specifications will be required when ready to go to construction. Funding allocation will determine the style of bid package needed (Federal, MFT, Local).

#### **Proposed Fee Structure**

For this work, we propose the following fee schedule

\$ 5,700.00 Topo and boundary survey work

\$15,100.00 Construction Plans and Specifications

**\$20,800.00 Total not to exceed fees**

\$ 4,900.00 Optional Intersection Design Study (if desired)

Schedule: Work will be initiated upon City Council approval of this proposal.

If this proposal is acceptable to you, please acknowledge by returning an executed copy of the enclosed standard agreement for engineering services. This proposal is valid for 30 days. Please call if you have in questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager


## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 4<sup>th</sup> day of November the year 2021, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Loves Park, hereinafter referred to as the CLIENT for the PROJECT titled Riverside/Argyle Intersection.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated November 4, 2021. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By  \_\_\_\_\_

Signature

Jeffrey S. Linkenheld, P.E.

Typed Name

Vice-President, Partner

Title

City of Loves Park

100 Heart Boulevard

Address

Loves Park, IL 61111

\_\_\_\_\_  
Signature

Shannon Messinger

Typed (or printed) name

\_\_\_\_\_  
Title

## General Conditions Agreement for Services

Date November 4, 2021  
Client City of Loves Park  
Project Riverside/Argyle Intersection

### General Conditions

#### Responsibilities of Client, Engineer and Contractor

**Client's Responsibilities:** Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
  - (a) Engineer's services,
  - (b) the construction work,
  - (c) the performance of any construction contractor, or
  - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**Engineer's Responsibilities:** Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

**Reference Conditions:** Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

**Late Payments:** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Dispute Resolution:** Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance with Law:** Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

**Standard of Care:** Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Hazardous or Geotechnical Conditions:** The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

**Professional Liability:**

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

**Opinions of Cost:** Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and

hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

#### **Professional Services With Construction Phase Services**

**Shop Drawing Review:** Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

**Construction Observation:** Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

**Authority and Responsibility:** Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

#### **Defective Work:**

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor

should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

**Professional Services without Construction Phase Services**

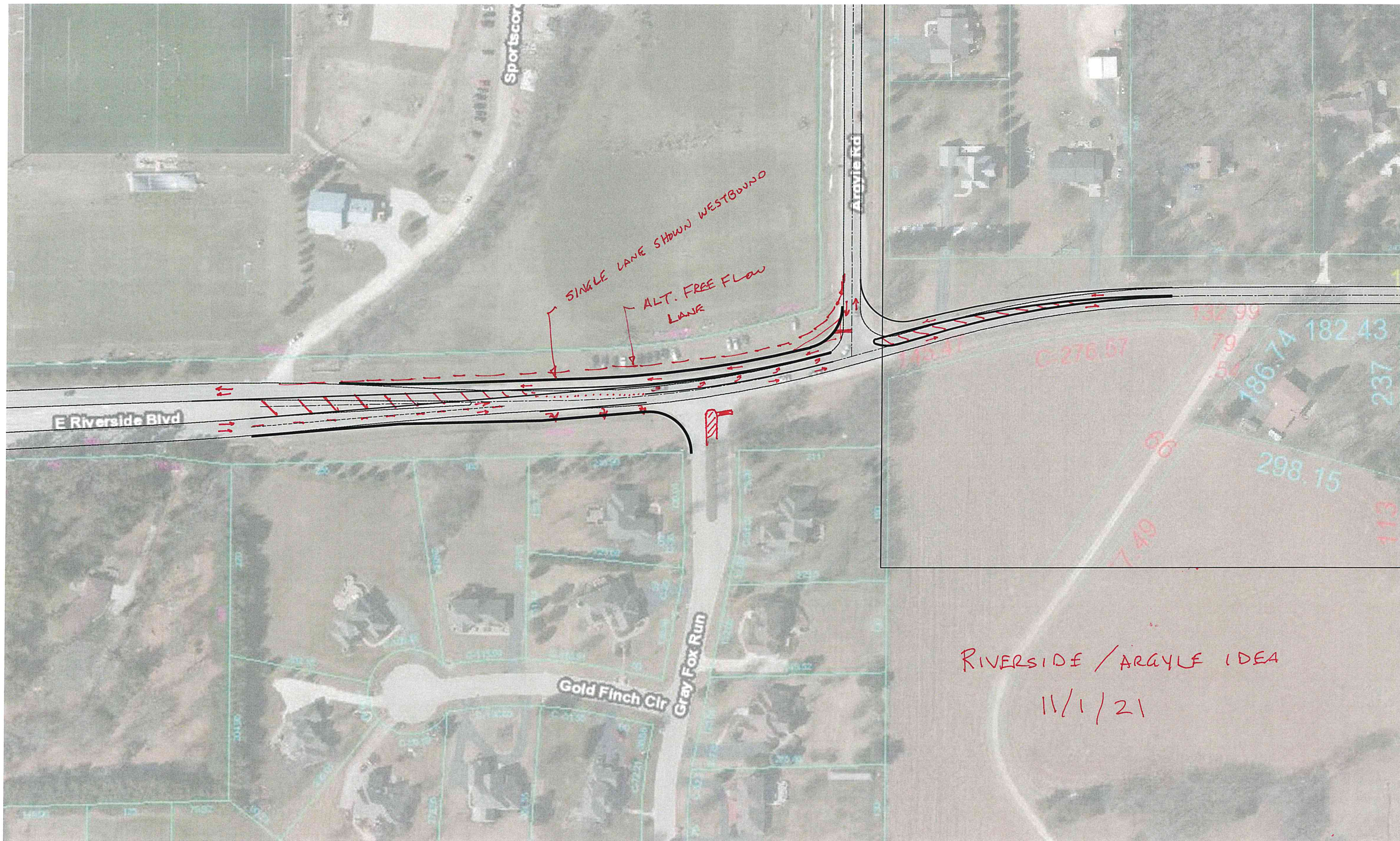
Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

**Exhibit A**

**Arc Design Resources Inc.  
Hourly Charge Rates  
Issued January 1, 2021**

| Classification              | Current Average Hourly Billing Rates |
|-----------------------------|--------------------------------------|
| Administrative Assistant    | \$50.00                              |
| Engineering Technician      | \$85.00                              |
| Sr. Engineering Technician  | \$100.00                             |
| Project Engineer            | \$100.00                             |
| Sr. Project Engineer        | \$110.00                             |
| Assistant Project Manager   | \$120.00                             |
| Project Manager             | \$140.00                             |
| Partner, Project Manager    | \$180.00                             |
| Survey Technician           | \$80.00                              |
| Sr. Survey Technician       | \$90.00                              |
| Survey Field Technician     | \$80.00                              |
| Sr. Survey Field Technician | \$95.00                              |
| Survey Project Manager      | \$145.00                             |
| Construction Manager        | \$100.00                             |
| Landscape Architect         | \$110.00                             |

Note: The above rates are valid until December 31, 2021.



SINGLE LANE SHOWN WESTBOUND  
ALT. FREE FLOW LANE

E Riverside Blvd

Arayle Rd

Gold Finch Cir

Gray Fox Run

RIVERSIDE / ARAYLE IDEA  
11/1/21

143.41  
C-276.57  
132.99  
79.54  
186.74  
182.43  
237  
298.15  
113  
66  
7.40

**City of Loves Park**  
**Department of Public Works**

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

**Date: January 3, 2022**

**Resolved by the adoption of this Resolution,** that the Street Department Manager is authorized to sign a contract with Arc Design Resources, Consulting Engineers, 5291 Zenith Parkway, Loves Park, IL 61111, for preliminary engineering for the reconstruction of Paulson Road Interim. Work to consist of Field Work/Partial Survey, Drainage Investigation/Design Report & Topographic Survey, Right-of-Way, etc. Total cost of the contract, shall not exceed twenty-five thousand six hundred dollars (\$25,600).

Funds shall be drawn from Account No. 01-11-8047 (Engineering-Future Projects) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson - Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
Mark Peterson – Alderman

Motion:

Second:

Voting:

November 4, 2021

Mr. Shannon Messinger  
City of Loves Park  
100 Heart Boulevard  
Loves Park, IL 61111

**Re: Paulson Road Interim**

Dear Mr. Messinger,

Thank you for your continued support of Arc Design Resources. Per our recent phone conversation, the City is interested in pursuing a short-term repair to Paulson Road from Orth Road to Harlem. After discussion, it appears the likely plan would be to mill in-place and overlay with a 5-to-10-year pavement design. This would defer the planned full reconstruction for several years, but improve the current condition greatly. Our proposal is as follows:

**Recommended Option – Limited Design work**

Since this is an interim repair and full reconstruction is planned for the future, our proposal includes the following scope:

- Half dozen random pavement cores to understand current stone base thickness
- Field review of current conditions including culvert pipes and other critical elements
- Preparation of Design Plans based on aerial basemaps, similar to our normal street overlay program. Supplemental notes to be added to these sheets. No profile work will be contemplated.
- Preparation of specifications and quantities for bidding, following our normal city-wide street specifications.
- Bidding assistance
- Construction staking as needed
- Construction Observation on a part-time basis assuming an 8-week project.

**Proposed Fee Structure**

For this work, we propose the following fee schedule

\$ 3,000.00 Pavement cores and site visit  
\$ 9,400.00 Design and specifications  
\$ 4,000.00 Construction Staking budget  
\$15,100.00 Construction Observation budget  
**\$25,600.00 Total not to exceed fees**

**Alternate Option – Full design**

If you decide to go with a full design option, we can work up a formal proposal, but for now you should estimate approximately \$50,000 to cover survey, design, staking, and observation.

Schedule: Work will be initiated upon City Council approval of this proposal.

If this proposal is acceptable to you, please acknowledge by returning an executed copy of the enclosed standard agreement for engineering services. This proposal is valid for 30 days. Please call if you have in questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager

### AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 4<sup>th</sup> day of November the year 2021, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Loves Park, hereinafter referred to as the CLIENT for the PROJECT titled Paulson Road Interim.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated November 4, 2021. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By   
Signature

Jeffrey S. Linkenheld, P.E.  
Typed Name

Vice-President, Partner  
Title

City of Loves Park

100 Heart Boulevard  
Address  
Loves Park, IL 61111

Signature  
Shannon Messinger  
Typed (or printed) name

Title

## General Conditions Agreement for Services

Date November 4, 2021  
Client City of Loves Park  
Project Paulson Road Interim

### General Conditions

#### Responsibilities of Client, Engineer and Contractor

**Client's Responsibilities:** Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
  - (a) Engineer's services,
  - (b) the construction work,
  - (c) the performance of any construction contractor, or
  - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**Engineer's Responsibilities:** Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

**Reference Conditions:** Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

**Late Payments:** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Dispute Resolution:** Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance with Law:** Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

**Standard of Care:** Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Hazardous or Geotechnical Conditions:** The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

**Professional Liability:**

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

**Opinions of Cost:** Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and

hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

#### **Professional Services With Construction Phase Services**

**Shop Drawing Review:** Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

**Construction Observation:** Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

**Authority and Responsibility:** Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

#### **Defective Work:**

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor

should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

**Professional Services without Construction Phase Services**

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

**Exhibit A**

**Arc Design Resources Inc.  
Hourly Charge Rates  
Issued January 1, 2021**

| Classification              | Current Average Hourly Billing Rates |
|-----------------------------|--------------------------------------|
| Administrative Assistant    | \$50.00                              |
| Engineering Technician      | \$85.00                              |
| Sr. Engineering Technician  | \$100.00                             |
| Project Engineer            | \$100.00                             |
| Sr. Project Engineer        | \$110.00                             |
| Assistant Project Manager   | \$120.00                             |
| Project Manager             | \$140.00                             |
| Partner, Project Manager    | \$180.00                             |
| Survey Technician           | \$80.00                              |
| Sr. Survey Technician       | \$90.00                              |
| Survey Field Technician     | \$80.00                              |
| Sr. Survey Field Technician | \$95.00                              |
| Survey Project Manager      | \$145.00                             |
| Construction Manager        | \$100.00                             |
| Landscape Architect         | \$110.00                             |

Note: The above rates are valid until December 31, 2021.