



Posted: 6/19/2019

**REGULAR CITY COUNCIL MEETING**  
**June 24, 2019, 7:00 P.M.**  
**Marengo City Hall, 132 East Prairie Street**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation** - Interested parties are invited to speak for two minutes. Any person wishing to address the City Council must approach the podium, be recognized by the Mayor, and provide their name for the record. Anyone wishing to speak may be asked but not required to provide their address.
5. **Approval of Minutes** – June 10, 2019 Regular Meeting Minutes
6. **Approval of the List of Bills** – Motion to approve the list of bills in the amount of \$163,545.50
7. **New Business**
  - a. Motion to terminate agreement with HR Green for design engineering services for the Downtown sidewalk replacement project and approve an agreement with Baxter & Woodman for said services in an amount not to exceed \$14,480
8. **Mayor's Statements and Reports**
9. **Department Head and Staff Reports**
10. **Reports and Statements from City Council**
11. **Executive Session**
  - a. Discussion of pending or imminent litigation pursuant to 5 ILCS 120/2(c)(11)
  - b. Pursuant to 5 ILCS 120/2 (c) (21) - Semi Annual Review of Minutes of Executive Session as Required by Section 2,06 of the Open Meetings Act
12. **Action on Release of Executive Session Minutes Following Review in Executive Session**
13. **Adjournment**

**MARENGO CITY COUNCIL  
Regular Meeting Minutes  
City Council Chambers  
132 E. Prairie Street  
Marengo, IL 60152  
June 10, 2019**

**CALL TO ORDER**

Mayor John Koziol called the meeting to order at 7:00 PM.

**PLEDGE OF ALLEGIANCE**

Mayor John Koziol led everyone in the Pledge of Allegiance.

**ROLL CALL**

Present this evening are Mayor John Koziol; Aldermen Matt Keenum, Mike Miller, Mike DeSerto, Nicole DeBoer, Dennis Hammortree, Joseph Mills and Jared Secor. Also present are City Administrator Joshua Blakemore, Interim Chief of Police Paul Fritz, City Attorney David McArdle, and Finance Director Jennifer Snelten. Alderman Steve Mortensen and City Engineer Tim Hartnett were absent.

**PUBLIC PARTICIPATION**

None

**APPROVAL OF MINUTES – May 28, 2019 Regular Meeting Minutes**

Alderman Nicole DeBoer made a motion, seconded by Alderman Mike DeSerto, to approve the minutes from the meeting. The aldermen voted as follows:

- Ayes: Keenum, DeBoer, Miller, Secor, DeSerto, Hammortree and Mills
  - Nays: 0
  - Absent: Mortensen
- The motion passed.

**APPROVAL OF LIST OF BILLS**

Alderman Nicole DeBoer made a motion, seconded by Alderman Joseph Mills, to approve the list of bills, in the amount of \$142,985.27. The aldermen voted as follows:

- Ayes: Secor, Hammortree, DeBoer, Miller, Mills, DeSerto and Keenum
  - Nays: 0
  - Absent: Mortensen
- The motion passed.

**NEW BUSINESS**

- a. *Motion to Approve an Ordinance Amending Section 33.07-1, Liquor Control and Liquor Licensing, Number of Licenses issued*

Marengo Café owner, Istrev (Steve) Ljumani, has applied for a Class B Liquor License, which will allow him to offer beer and wine to his customers. He has passed the background examination, and will remit all fees, insurance and state license requirements once the local license is approved by the Council and received.

Alderman Dennis Hammortree made a motion, seconded by Alderman Nicole DeBoer, to approve an ordinance amending Section 33.07-1, Liquor Control and Liquor Licensing, Number of Licenses issued. The aldermen voted as follows:

Ayes: Mills, Hammortree, Secor, DeSerto, DeBoer, Miller and Keenum  
Nays: 0  
Absent: Mortensen  
The motion passed.

*b. Discussion and Direction on Revolving Loan Fund Closeout Project*

Options for the rehab and replacement of downtown sidewalks and the municipal parking lots were reviewed by the Council. After going over the breakdown of costs, the Council agreed with the staff recommendations, but wanted to hold off on parking Lot A until contact with the property owners (for possible financial participation in the repairs and paving of that area) can be made.

**MAYOR'S STATEMENT AND REPORT**

Mayor Koziol spoke about the \$26.9 M Grant that is being awarded to the City of Marengo for infrastructure work, from the State. He feels the lobbying efforts extended by Joyce Nardulli paid off. There is still some work to be done to receive the money, but this is a great thing for our City.

**DEPARTMENT HEAD AND STAFF REPORTS**

*Finance Director Jennifer Snelten* noted that there was an error on the issuance of the current water bills. The due date shown on the bills has a date of June 1<sup>st</sup>, and it should be July 1<sup>st</sup>. The error occurred on the bills showing an account number starting with #2.

*Interim Chief of Police Paul Fritz* discussed the 1-1 Line change (switch from Call One to AT&T) that occurred at the end of May. Two officers are attending classes dealing with ARIDE (Advanced Roadside Impaired Driving Enforcement) and the State-mandated 8-hour Trauma-Informed Response Sexual Assault class.

*City Administrator Joshua Blakemore* added his appreciation on the work that was involved by the City in receiving the grant funds. He has received calls from various officials (County Board Chairman's office, Representative Reich office and others) regarding the grant. He spoke briefly about new statutes that will be enacted soon, and that he is looking at how they will affect the City. There are matters that need to be discussed in Executive Session this evening.

*City Attorney David McArdle* handed out responses to questions posed by Gertrude Randall regarding her concerns on the property owned by 300 West LLC and Arnold Engineering. There are also 2 items to discuss during executive session this evening.

**REPORTS AND STATEMENTS FROM CITY COUNCIL**

None

**EXECUTIVE SESSION**

*a. Discussion of Pending or Imminent Litigation Pursuant to 5 ILCS 120/2 (c) (11)*

Alderman Nicole DeBoer made a motion at 7:32 PM, seconded by Alderman Matt Keenum, to enter Executive Session for a discussion of pending or imminent litigation pursuant to 5 ILCS 120/2 (c) (11). The aldermen voted as follows:

Ayes: Hammortree, Keenum, Mills, DeSerto, Miller, Secor and DeBoer  
Nays: 0  
Absent: Mortensen  
The motion passed.

**ROLL CALL FOLLOWING EXECUTIVE SESSION**

Present at 7:55 PM are Mayor John Koziol; Aldermen Mike Miller, Mike DeSerto, Nicole DeBoer, Matt Keenum, Jared Secor, Joseph Mills and Dennis Hammortree. Also present are City Administrator Joshua Blakemore and City Attorney David McArdle. Alderman Steve Mortensen, as previously noted, was absent this evening.

**ADJOURNMENT**

Alderman Nicole DeBoer made a motion at 7:56 PM, seconded by Alderman Matt Keenum, to adjourn the meeting. The motion passed with a voice vote.

*Christina J. Boalbitner*  
City Clerk

The City Council approved these minutes on \_\_\_\_\_.

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CITY OF MARENGO

BILLS PAYABLE REPORT FOR JUNE, 2019

PAGE: 1

BOARD MEETING: 06/24/19

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
GOVERNMENT FINANCE OFFICERS ASSOCIATION (791)		\$170.00
0197662 6/1/19-5/31/19 MEMBERSHIP DUES/SNELTEN	01-51-443.00	170.00
IL CITY/COUNTY MANAGEMENT ASSOCIATION (966)		\$259.25
7/1/19-6/30/20 MEMBERSHIP DUES/BLAKEMORE	01-51-443.00	259.25
ILLINOIS PUBLIC RISK FUND (999)		\$5,728.66
56695 JULY 2019 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	01-51-408.01	5,728.66
MARENGO GREENHOUSE & FLORIST, INC. (1267)		\$30.00
053119 BEREAVEMENT FLOWERS/BIGALKE	01-51-580.04	30.00
THE MARENGO-UNION TIMES (2735)		\$1,300.00
4499 JUNE 2019 NEWSLETTER	01-51-533.02	1,300.00
MCHENRY COUNTY CLERK (1325)		\$5.00
NOTARY RENEWAL/LOPEZ	01-51-443.00	5.00
NORTILLO CONSULTING GROUP (3201)		\$1,100.00
062013MARENGO 6/3-6/10/19 ECONOMIC DEVELOPMENT CONSULTING SERVICES/20 HRS	01-51-688.05	1,100.00
PITNEY BOWES (2589)		\$89.16
3103161151 3/30-6/29/19 POSTAGE METER LEASE	01-51-588.00	89.16
STAN'S OFFICE TECHNOLOGIES (1985)		\$171.10
345665 COPY CHARGES	01-51-429.03	10.07
345665 COPY CHARGES	01-51-512.00	161.03
CITY OF WOODSTOCK (3114)		\$1,317.50
20200352 MAY 2019 IT SERVICES/SERVER INSTALLATION AND TROUBLESHOOTING CONNECTION ISSUES WITH PC AND ACCOUNTING SOFTWARE AND MONTHLY UPDATES/15.25 HRS	01-51-523.01	1,317.50
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$1,361.25
137589 MAY 2019 LEGAL SERVICES/MEETING ATTENDANCE, FOIA ASSISTANCE, EDC AGREEMENT, ANNEXATION AND DEVELOPMENT RESEARCH/8.25 HRS	01-51-637.00	1,361.25
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$11,531.92
<u>POLICE DEPARTMENT EXPENDITURES</u>		
MOTOROLA SOLUTIONS-STARCOM 21 (3145)		\$442.00
43011512019 JUNE 2019 RADIO AIRTIME CHARGES/ 13 RADIOS	01-52-523.00	442.00
PITNEY BOWES (2589)		\$88.15
3103161151 3/30-6/29/19 POSTAGE METER LEASE	01-52-532.00	88.15
STAN'S OFFICE TECHNOLOGIES (1985)		\$66.12
345571 COPY CHARGES	01-52-524.00	56.06
345665 COPY CHARGES	01-52-524.00	10.06
TRANSUNION RISK AND ALTERNATIVE DATA (3223)		\$83.00
5143411-2019051 TLOXP SEARCHABLE DATABASE SERVICES	01-52-565.02	83.00
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$4,467.50
137589 MAY 2019 LEGAL SERVICES/COURT APPEARANCE/ .75 HRS	01-52-637.00	123.75
137590 MAY 2009 LEGAL SERVICES/TRAFFIC/ 34.75 HRS	01-52-637.00	4,343.75
TOTAL POLICE DEPARTMENT EXPENDITURES		\$5,146.77
<u>STREET DEPARTMENT EXPENDITURES</u>		
PITNEY BOWES (2589)		\$35.46
3103161151 3/30-6/29/19 POSTAGE METER LEASE	01-53-532.00	35.46

## CITY OF MARENGO

BOARD MEETING: 06/24/19

BILLS PAYABLE REPORT FOR JUNE, 2019

PAGE: 2

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
R.N.O.W., INC. (3135)		\$67.81
2019-55893 SHEAR PIN ASSEMBLY/STREET SWEEPER	01-53-512.00	67.81
MICHAEL J. SEROTZKE (1897)		\$167.00
2019/20 BOOT ALLOWANCE REIMBURSEMENT	01-53-469.00	167.00
STAN'S OFFICE TECHNOLOGIES (1985)		\$91.26
345637 COPY CHARGES	01-53-512.00	91.26
TERMINAL SUPPLY CO. (2069)		\$164.10
39368-00 ASSORTED SIZE ABRASIVE WHEELS FOR DRILL BITS	01-53-593.00	164.10
TOTAL STREET DEPARTMENT EXPENDITURES		\$525.63
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION EXPENDITURES</u>		
ACRES GROUP (3130)		\$1,693.25
AEI0340379 BALANCE DUE/ MAY 2019 LAWN MOWING & LANDSCAPING SERVICES/UNDERPAID PREVIOUS INVOICE	01-54-688.05	1,693.25
MICHAEL J. BIHLMAIER (2574)		\$141.00
061319 CHAINSAW SHARPENING/19 PIECES	01-54-512.00	141.00
C&L SERVICE & SUPPLY CO. INC. (310)		\$112.09
100363 CHAINSAW GUIDE BAR, FUEL PUMP & RECOIL ASSEMBLY	01-54-512.00	112.09
GRIEBEL TRUCKING CO. (808)		\$90.00
060219 DUMPING OF SPOILS	01-54-515.00	90.00
KLEEN UP WITH JANA (3079)		\$800.00
5/23-6/23/19 JANITORIAL SERVICES/ CITY HALL, BUILDING DEPT AND WWTP	01-54-688.07	800.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$2,836.34
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
PITNEY BOWES (2589)		\$53.20
3103161151 3/30-6/29/19 POSTAGE METER LEASE	01-55-532.00	53.20
CITY OF WOODSTOCK (3114)		\$1,470.00
20200352 MAY 2019 BUILDING AND PLUMBING INSPECTIONS/ 21 HOURS	01-55-638.02	1,470.00
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$1,523.20
<u>RESERVES EXPENDITURES</u>		
MARENGO POLICE PENSION FUND/#4229-2366 (2920)		\$20,311.40
5/28/19 PROPERTY TAX DISTRIBUTION #1	01-59-779.10	20,311.40
MENARD CONSULTING, INC. (3235)		\$1,800.00
1459 GASB 75 ACTUARIAL VALUATION FOR FISCAL YEAR 2019/ALTERNATIVE MEASUREMENT METHOD	01-59-799.00	1,800.00
TOTAL RESERVES EXPENDITURES		\$22,111.40

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
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GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
51	ADMINISTRATION DEPARTMENT	11,531.92
52	POLICE DEPARTMENT	5,146.77
53	STREET DEPARTMENT	525.63
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	2,836.34
55	BUILDING DEPARTMENT	1,523.20
59	RESERVES	22,111.40
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	43,675.26

CITY OF MARENGO

BOARD MEETING: 06/24/19

BILLS PAYABLE REPORT FOR JUNE, 2019

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WARRANT NO.: 1

RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
MCHENRY COUNTY RECORDER (1339)		\$34.00
19-5-1 RECORDING OF SPECIAL USE PERMIT/631 EAST GRANT/REIGNS	22-215-000	34.00
GARY WAGLEY (2530)		\$676.00
REFUND RETAINED PERSONNEL/200 SOUTH STATE SPECIAL USE PERMIT	22-215-000	676.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$710.00

RETAINED PERSONNEL FUND RECAP	
CODE DESCRIPTION	AMOUNT
PAYROLL AND MISCELLANEOUS	710.00
TOTAL RETAINED PERSONNEL FUND EXPENDITURES	710.00

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
BADGER METER, INC. (147)		\$270.00
80033948 61-8/31/19 GATEWAY CELLULAR BACKHAUL	30-70-635.00	270.00
CORE & MAIN LP (3150)		\$154.80
K673084 LID & PLUGS	30-70-565.02	154.80
GRAINGER (794)		\$58.45
9195639944 FREEZING GEL	30-70-565.02	58.45
ILLINOIS PUBLIC RISK FUND (999)		\$297.35
56695 JULY 2019 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	30-70-403.09	297.35
M E SIMPSON CO INC (1932)		\$645.00
33546 LEAK DETECTION SERVICES/ROYAL OAK DRIVE	30-70-635.00	645.00
MERCY HEALTH SYSTEM (2778)		\$115.00
900010019 PRE-EMPLOYMENT PHYSICAL AND DRUG SCREEN/ CLESCERI	30-70-438.02	115.00
PITNEY BOWES (2589)		\$44.33
3103161151 3/30-6/29/19 POSTAGE METER LEASE	30-70-532.00	44.33
STAN'S OFFICE TECHNOLOGIES (1985)		\$20.13
345665 COPY CHARGES	30-70-565.01	20.13
TOTAL WATER DEPARTMENT EXPENDITURES		\$1,605.06
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
HAWKINS, INC (3085)		\$1,949.10
4519257 AZONE AND FERRIC CHLORIDE	30-75-565.04	1,949.10
ILLINOIS PUBLIC RISK FUND (999)		\$689.99
56695 JULY 2019 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	30-75-403.09	689.99
KNOBLOCH PLUMBING, INC. (2719)		\$560.00
1698 PARTS & LABOR TO REPAIR DRAIN LEAK/WWTP	30-75-511.01	560.00
PITNEY BOWES (2589)		\$44.33
3103161151 3/30-6/29/19 POSTAGE METER LEASE	30-75-532.00	44.33
UNITED LABORATORIES (2153)		\$284.13
257924 DESCALER	30-75-565.04	284.13
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$2,103.75
137589 MAY 2019 LEGAL SERVICES/WWTP CLAIM/ 3 HRS	30-75-635.00	495.00
137589 MAY 2019 LEGAL SERVICES/WWTP MEDIATION/21.75 HRS	30-75-635.00	1,608.75
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$5,631.30
<u>WATER &amp; SEWER FUND RECAP</u>		
CODE DESCRIPTION		AMOUNT
70 WATER DEPARTMENT		1,605.06
75 SANITARY & WASTEWATER DEPARTMENT		5,631.30
TOTAL WATER & SEWER FUND EXPENDITURES		7,236.36

CITY OF MARENGO

BOARD MEETING: 06/24/19

BILLS PAYABLE REPORT FOR JUNE, 2019

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WARRANT NO.: 1

2014 WATER IMPROVEMENT BONDS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TRINE CONSTRUCTION CORP (3215)		\$111,923.88
2018 WATERMAIN CONSTRUCTION PROJECT/ROUTE 20/ PAY REQUEST #6	34-00-795.37	57,434.31
2018 WATERMAIN CONSTRUCTION PROJECT/ROUTE 23/ PAY REQUEST #6	34-00-795.37	54,489.57
TOTAL 2014 WATER IMPROVEMENT BONDS FUND EXPENDITURES		\$111,923.88

WARRANT NO.: 1

SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	43,675.26	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	710.00	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	7,236.36	*
34-102-000	34	2014 WATER IMPROVEMENT BONDS-CASH IN BANK	111,923.88	*
TOTAL ALL FUNDS			163,545.50	**

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## AGENDA SUPPLEMENT

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**TO: Mayor and City Council**

**FROM: Joshua Blakemore, City Administrator**

**FOR: June 24, 2019 Regular City Council Meeting**

**RE: Revolving Loan Fund Closeout Project – Downtown Sidewalk Project –  
Design Engineering**

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As discussed during previous Council meeting, staff has requested a proposal from an alternate engineering firm to complete the design engineering for the Downtown sidewalk project. Staff is in receipt of a proposal from Baxter & Woodman to complete design engineering for the project in an amount not to exceed \$14,480.

As you are aware, the City has an existing agreement with HR Green for these services, of roughly the same amount. HRG has invoiced the City for just over \$4,000 on that contract. The amount the City has been billed for to this point covered preliminary work for the project, such as selection of areas to be rehabilitated with the project, exhibits, cost estimates, meeting with IDOT, and meeting with the grant writing consultant. Surveys, permitting, etc, was not yet started by HRG.

The engineering for this project was included in the Capital Fund budget, and that should remain the same. During previous discussions with the Council regarding projects to select, there was additional sidewalk added to the scope of the project (see attached maps). The Council expressed a desire to complete the loop around Washington, Ann, and W. Grant, and additional sidewalk was added along Prairie Street. B&W is preparing an estimate for the revised project. Staff will work with B&W to finalize the scope for sidewalks, in an effort to make sure the City spends the full grant amount. As discussed during the last Council meeting, the lots will not be included in this project. Staff will provide a further update on the lots during Monday's meeting. At this time staff is requesting a motion to terminate the current agreement with HR Green for these services and enter an agreement with Baxter & Woodman for said services.

June 13, 2019

Mr. Joshua Blakemore  
City Administrator  
City of Marengo  
132 East Prairie  
Marengo, Illinois 60152

***Subject: City of Marengo – Downtown Sidewalk Replacement Project  
Design Engineering***

Dear Mr. Blakemore:

Baxter & Woodman, Inc. is pleased to offer this Proposal to provide Design Engineering for the City's Downtown Sidewalk Replacement Project. This Project will utilize Revolving Loan Funds for the construction improvements.

**LOCATION:**

The Project is located at various sidewalk locations within the City of Marengo. The following project locations are included in this Project:

<b><u>Roadway</u></b>	<b><u>Limits</u></b>	<b><u>Length</u></b>
State Street	Grant Highway - Municipal Drive	865'
Ann Street, east side	Grant Highway - Washington Street	280'
Grant Highway, north side	Ann Street - 130' East of State St	400'
Washington Street	Ann Street - 100' East of State St	370'
Prairie Street	90' W of State St - Taylor Street	540'

**SCOPE OF SERVICES:**

The work includes sidewalk replacement and sidewalk curb ramp replacement. Sidewalk curb ramps along U.S. Route 20 and Illinois Route 23 were recently replaced by the State and are not included in the Project. See Exhibit A for a detailed Scope of Services.

**ENGINEERING FEE:**

Our engineering fee for the stated scope of services, based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses including travel, which in total will not exceed \$14,480. See Exhibit B for a breakdown of costs.



The attached Standard Terms and Conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Thank you for the opportunity to submit our Proposal for this Project. We will begin working upon receipt of your written authorization to proceed. If you have any questions or need additional information, please do not hesitate to contact Dan Schug at 815.444.4454 or dschug@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

Louis D. Haussmann, P.E., PTOE  
Executive Vice President/COO

**CITY OF MARENGO, IL**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**DOWNTOWN SIDEWALK REPLACEMENT PROJECT  
DESIGN ENGINEERING  
CITY OF MARENGO**

**EXHIBIT A  
SCOPE OF SERVICES**

1. EARLY COORDINATION AND DATA COLLECTION

A. *Data Collection:* Obtain, review, and evaluate the following information provided by the CITY for use in design:

- 1) Utility Atlases
- 2) Existing Roadway and Structure Plans with Inspection Reports
- 3) GIS Shape files surrounding the project limits
- 4) Aerial Photography
- 5) ROW, GIS, and property data

B. *Field evaluation:* Perform a field evaluation of the condition of existing sidewalks.

C. *Topographic Survey:* Perform topographic survey within the project limits from the back of curb to the building face including driveways, door entrances, utility structures, and cross streets. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Collect drainage structure condition, inverts, size, and flow direction for those structures within the existing sidewalk.

D. *Highway Permit:* Coordinate and obtain an IDOT Highway permit for the sidewalk work along U.S. Route 20 and Illinois Route 23. IDOT recently upgraded sidewalk ramps along U.S. Route 20 and Illinois Route 23. Curb ramp design along these roads is not anticipated.

E. *Clean Construction or Demolition Debris (CCDD):* The contractor will provide testing during construction to comply with Forms 662 and 663. CCDD testing and completion of Forms 662 and 663 are not included in this scope and the amount of potentially contaminated soils will be determined during construction.

F. *Fees:* Agency review fees, wetland banking, and processing through the stormwater variance procedures are not included in this agreement and shall be paid for separately by the CITY.

2. PLAN PREPARATION

A. *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.

B. *Specifications:* Prepare special provisions in accordance with CITY guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.

- C. *Sidewalk Design*: Prepare plan sheets for the sidewalk design including improvement limits, stations and offset callouts, removals, driveway repairs, sidewalk improvements, utility structure adjustments, and note special instructions to the Contractor.
  - D. *Final Plans*: Prepare bidding documents consisting of sidewalk plan view, Typical Sections, Contract Proposal, and Schedule of Prices.
  - E. *Utility Coordination*: Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the LA. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the Project.
3. MEETINGS AND PUBLIC INVOLVEMENT
- A. *Meetings*: The following meetings are anticipated for this Project:
    - 1) City (2 total) (Kickoff, Prefinal)
    - 2) Property Owner (0) City staff will coordinate
  - B. *Public Meeting*: No public involvement is anticipated for this Project.
4. QA/QC
- A. Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.
5. ASSIST BIDDING
- A. Provide design assistance and clarification for bid documents. Assist the City with coordination and scheduling during the bid process.
  - B. Provide documents for bidding and assist the CITY in solicitation of bids from as many qualified bidders as possible, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the City for an award of contract.
6. MANAGE PROJECT
- A. Plan, schedule, and control the activities that must be performed to complete the Project including budget; schedule, and scope. Coordinate with City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the City.

DOWNTOWN SIDEWALK REPLACEMENT PROJECT – DESIGN ENGINEERING  
CITY OF MARENGO

*Deliverables:* The following is a list of anticipated final deliverables to the City for this Project:

- 1) *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- 2) *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

City of Marengo  
Downtown Sidewalk Replacement Project - Design Engineering  
Exhibit B

Deliverable	Hours	Labor	Subconsultants	Expenses	Total
1 Early Coordination and Data Collection	62.00	6,100.00	0.00	128.00	6,228.00
2 Plan Preparation	64.00	4,600.00	0.00	45.00	4,645.00
3 Meetings	8.00	1,160.00	0.00	38.00	1,198.00
4 QA/QC	4.00	640.00	0.00	0.00	640.00
5 Assist Bidding	10.00	1,460.00	0.00	19.00	1,479.00
6 Manage Project	2.00	290.00	0.00	0.00	290.00
<b>Overall Project Total</b>	<b>150.00</b>	<b>14,250.00</b>	<b>0.00</b>	<b>230.00</b>	<b>14,480.00</b>

## STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

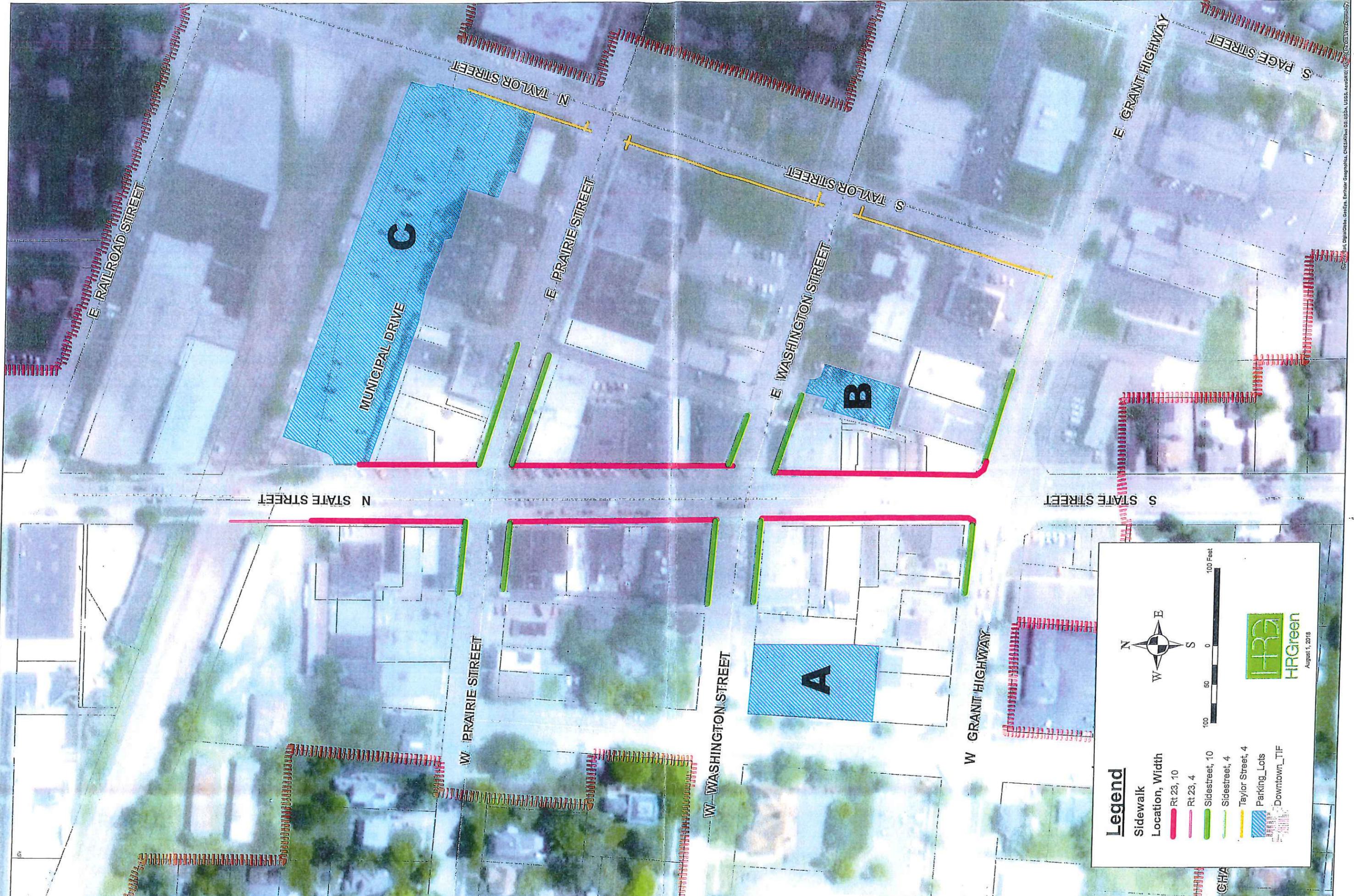
**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

ORIGINAL

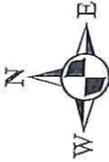


**Legend**

**Sidewalk**

**Location, Width**

-  Rt 23, 10
-  Rt 23, 4
-  Sidestreet, 10
-  Sidestreet, 4
-  Taylor Street, 4
-  Parking\_Lots
-  Downtown\_TIF







August 1, 2018

