

Resolution No. 116-15

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE
AND GERALD L. HEINZ & ASSOCIATES, INC.
(Phase 1 Lions Park Detention Improvements)**

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

WHEREAS, the Village obtained and reviewed a proposal from Gerald L. Heinz & Associates, Inc. for phase 1 professional engineering services for the construction of a detention/infiltration pond to efficiently collect excess storm water until dissipation at an infiltration rate of existing and new drywell structures; and,

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

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1: That the *PRELIMINARY ENGINEERING SERVICE AGREEMENT FOR PHASE I STUDY FOR LIONS PARK DETENTION BASIN WATER IMPROVEMENT*, dated February 2, 2015, which is attached hereto and made a part hereof by reference as Exhibit A, between Gerald L. Heinz & Associates, Inc. and the Village be and is hereby approved in an amount not to exceed \$22,000 and the Village President and Village Clerk are hereby authorized to execute said agreement on behalf of the Village.

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

PASSED this 2nd day of Feb, 2015, pursuant to a roll call vote as follows:

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

NAYS: 0

ABSENT: Trustee Russulo

APPROVED this 2nd day of Feb, 2015

Attest: Heather Maieritsch
Heather Maieritsch, Village Clerk

Lael Miller
Lael Miller, Village President

**PRELIMINARY ENGINEERING SERVICE AGREEMENT
FOR PHASE I STUDY
FOR
LIONS PARK DETENTION BASIN STORM WATER IMPROVEMENT
VILLAGE OF EAST DUNDEE
KANE COUNTY, ILLINOIS**

THIS AGREEMENT is made and entered into this 2nd day of February, 2015 between the Village of East Dundee (VILLAGE) and Gerald L. Heinz & Associates, Inc. (ENGINEERS) and covers certain professional engineering services in connection with the Lions Park Detention Basin Stormwater Improvement, in East Dundee, Illinois.

Description of Work: The project will consist of the construction of a detention/infiltration pond to more efficiently collect excess storm water and hold it until the infiltration rate of existing and newly-constructed drywell structures can dissipate the storm water directed to the proposed site.

Agreement Provisions

THE ENGINEERS AGREE,

1. To perform or be responsible for the performance of the following engineering services for the VILLAGE in connection with the proposed improvement hereinbefore described and noted below:
 - a. Obtain topographic and storm sewer information within the stormwater control project (PROJECT) watershed area and make such detailed surveys as are necessary for the planning and preliminary design of the project.
 - b. Based on the topographic survey and storm sewer information collected, construct a watershed model of the drainage area of the PROJECT and determine the current Base Flood Elevation (BFE) and compare it to the lowest openings for the surrounding residences subject to periodic flooding.
 - c. Determine the storm water inflow characteristics for the PROJECT natural ponding area.
 - d. Arrange for soil borings within the proposed ponding area to determine a potential infiltration rate for the PROJECT.
 - e. Based on results of soils borings, construct a proposed watershed model to determine the required stormwater detention volume given the potential infiltration rate and determine the proposed BFE.
 - f. Evaluate the design by determining the proposed BFE on the lowest openings on the surrounding residences subject to past flooding.

- g. Prepare a preliminary plan showing how the improved infiltration and detention basin will provide a lowering of the BFE for the PROJECT area.
 - h. Prepare a PHASE I report addressing a description of the PROJECT improvements, refining the preliminary budget for the final design and construction of the PROJECT, and providing a narrative addressing compliance with EO11988 (Illinois Floodplain Management Compliance).
 - i. Complete the Federal Emergency Management Agency “Benefit Cost Analysis.”
 - j. Prepare the necessary environmental and historic preservation documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse, and all necessary environmental clearances.
 - k. Provide project coordination services including attendance at meetings with local and state officials during the course of the PHASE I project. Assist the VILLAGE with the preparation of PROJECT permit application and arrange for subcontractors’ services for the soils survey to be performed by a geotechnical engineering firm.
2. That all services to be furnished by the ENGINEERS, pursuant to this AGREEMENT, will be in substantial accordance with current standard specifications and policies of the ILLINOIS EMERGENCY MANAGEMENT AGENCY (IEMA) as they pertain to PHASE I reports. It is understood that all such reports shall be subject to review and approval by the VILLAGE.
 3. That all service documents furnished by the ENGINEERS pursuant to this AGREEMENT will be endorsed by them and will show their professional seal where such is required by law.

THE VILLAGE AGREES,

1. To pay the ENGINEERS as compensation for services performed under the PHASE I STUDY as stipulated in paragraphs 1a. thru 1k., inclusive and 2. and 3. under THE ENGINEERS AGREE in accordance with the following method:
 - a. VILLAGE shall pay ENGINEER for basic services included in this AGREEMENT an amount equal to the cumulative hours charged to this PROJECT by each class of ENGINEER’s employees times the hourly rates set forth in SECTION 4 below for all services performed on this PROJECT, plus ENGINEER’s consultant’s charges, if any. The total compensation for engineering fees **shall not exceed \$22,000** for this PROJECT and shall include the engineer’s normal labor, overhead and profit charges included in the hourly rates.

- b. The hourly-rate method of payment is conditioned upon the contract time to complete the work not exceeding twelve (12) months from the date of the approval of this AGREEMENT. Should completion be delayed at the request of the VILLAGE, the total compensation to ENGINEER shall be appropriately increased based on fair and reasonable adjustments due to hourly rate increases paid to the ENGINEER's staff.
2. That payments due the ENGINEERS for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed and invoices submitted.
3. That, should the improvement be abandoned at any time after the ENGINEERS have performed any part of the services provided for in paragraphs 1a through 1k and prior to the completion of such services, the VILLAGE shall reimburse the ENGINEERS at their hourly rates as set forth as follows:

Grade Classification Of Employee	Hourly Rate
Principal Engineer - Manager	<u>\$ 130.00</u>
Principal Engineer - Project Manager	<u>\$ 120.00</u>
Professional Engineer - Project Engineer	<u>\$ 80.00</u>
Assistance Engineer - E.I.	<u>\$ 73.00</u>
Chief of Party - Engineering Tech II	<u>\$ 64.50</u>
Senior Draftsman - Engineering Tech III	<u>\$ 74.50</u>
Rodmen	<u>\$ 47.75</u>
Inspectors - Engineering Tech II	<u>\$ 64.50</u>
Stenographer	<u>\$ 56.00</u>
Robotic Total Station	<u>\$ 41.00</u>
Global Positioning System	<u>\$ 44.00</u>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until December 31, 2015. In event the services of the ENGINEERS extend beyond December 31, 2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEERS that are in effect at that time.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEERS at their actual cost.

IT IS MUTUALLY AGREED,

1. This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to the ENGINEERS at their last known post office address. Upon such termination, the ENGINEERS shall cause to be delivered to the VILLAGE all surveys, permits, agreements, drawings, specifications, partial and completed estimates, and data, if any, from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the VILLAGE. The ENGINEERS shall be paid for any services completed and any services partially completed in accordance with Section 3 of THE VILLAGE AGREES.
2. That the ENGINEERS warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the ENGINEERS to solicit or secure this contract and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEERS any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the VILLAGE shall have the right to annul this contract without liability.

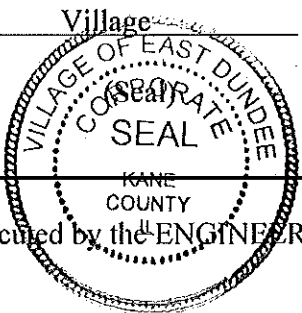
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the VILLAGE:

ATTEST:

By [Signature]

_____ Village Clerk



The Village of East Dundee of the

State of Illinois, acting by and through its

_____ President and Board of Trustees

By [Signature]

_____ Title: Village President

Executed by the ENGINEERS:

_____ Gerald L. Heinz & Associates, Inc.

_____ 206 North River Street

_____ East Dundee, Illinois 60118

By [Signature]

_____ Title: President

