

RESOLUTION NUMBER 17 - 10

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DESIGN  
ENGINEERING AGREEMENT WITH GERALD L. HEINZ &  
ASSOCIATES, INC.**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize and approve an agreement with Gerald L. Heinz & Associates, Inc. for design engineering services for the Village of East Dundee water main replacement on Van Buren Street from Barrington Avenue to Williams Place, Williams Place to Elgin Avenue, and Elgin Avenue to Hillside Lane.

**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 One.** That the Village of East Dundee hereby authorizes and approves the agreement with Gerald L. Heinz & Associates, Inc. for design engineering services for the Village of East Dundee water main replacement on Van Buren Street from Barrington Avenue to Williams Place, Williams Place to Elgin Avenue, and Elgin Avenue to Hillside Lane, a copy of which agreement is attached hereto and made a part hereof.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 5<sup>th</sup> day of April, 2010, pursuant to a roll call vote as follows:

AYES: 7 - Trustees Ruffalo, Gorman, Lynam, Miller, Cichowski, VanOakenbridge

NAYES: ⊕ & President Bartels

ABSENT: ⊕

Approved by me this 5<sup>th</sup> day of April, 2010.

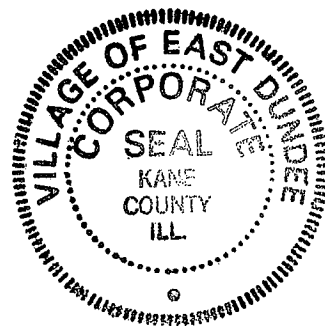
Jerald Bart  
JERALD BARTELS, President

Published in pamphlet form this 8<sup>th</sup> day of April, 2010, under the authority of the President and Board of Trustees.

**ATTEST:**

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on April 8<sup>th</sup>, 2010.



# Request For Board Action

**REFERRED TO COUNCIL:** March 15, 2010

**ORIGINATED BY:** Department of Public Works

**SUBJECT:** Van Buren Water Main

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Per the Board consensus on March 8, 2010, a Professional Services agreement for the designs engineering of a replacement water main on Van Buren from Barrington Avenue to Williams Place, Williams Place to Elgin Avenue, and Elgin Avenue to Hillside Lane.

## **FINANCIAL IMPACT:**

The total cost for the design engineering will be \$30,000. 65% is eligible to be taken from TIF revenue. The remaining design fee will be taken from the Water Fund or from Home Rule Sales Tax as appropriate.

## **DOCUMENTS ATTACHED:**

Agreement with Gerald L. Heinz and Associates for Design Engineering of a watermain replacement on Van Buren Street.

Resolution authorizing execution of a design engineering agreement with Gerald L. Heinz and Associates.

## **RECOMMENDATION:**

Staff recommends authorization of an agreement with Gerald L. Heinz and Associates for the replacement of watermain under Van Buren Street, Williams Place, and Elgin Avenue to coincide with the replacement of the roadway.



# Gerald L. Heinz & Associates, Inc.

*Consulting Engineers and Professional Land Surveyors*

## FINAL ENGINEERING AGREEMENT FOR VILLAGE OF EAST DUNDEE WATER MAIN SYSTEM IMPROVEMENTS

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010 between the Village of East Dundee (VILLAGE) and Gerald L. Heinz & Associates, Inc. (ENGINEERS) and covers certain professional engineering services in connection with the improvement of the village's water main distribution system.

Description of Improvement: The improvements consist of the construction of a new 10" water main along Van Buren Street from Barrington Avenue to Williams Place, Williams Place from Van Buren Street to Elgin Avenue, Elgin Avenue from Williams Place to Hillside Lane. The length of these extensions is approximately 3400 lineal feet.

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### Agreement Provision

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#### 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. Make such detailed surveys as are necessary for the preparation of detailed final engineering plans.
  - b. Prepare a preliminary plan showing the general location of existing and proposed water mains, required sizes of the proposed new main, sizes of existing mains, locations of existing and proposed valve vaults, and preliminary cost estimates for the work anticipated.
  - c. Make complete general and detailed plans, project specifications, special provisions, proposals and estimates of cost and furnish the VILLAGE with five (5) copies of the plans, project specifications, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the VILLAGE by the ENGINEERS at their actual cost for reproduction.

Job No. ED-1800

- d. Assist the VILLAGE in obtaining bid proposals from contractors.
  - e. Assist the VILLAGE in the tabulation and interpretation of the contractors' proposals.
  - f. Prepare the contract and contract bond documents for work to be undertaken.
2. That all plans and special provisions to be furnished by the ENGINEERS, pursuant to this AGREEMENT, will be in substantial accordance with current standard specifications and policies of the AGENCY as they pertain to water main extension work. It is understood that all such plans and drafts shall be subject to review and approval by the VILLAGE and the AGENCY.
  3. In the event plans or surveys are found to be in error during construction of the project and revisions of the plans or survey corrections are necessary, the ENGINEERS agree that they will perform such work without expense to the VILLAGE even though final payment has been received by them. They shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  4. That all plans and other documents furnished by the ENGINEERS pursuant to this AGREEMENT will be endorsed by them and will show their professional seal where such is required by law.

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**THE VILLAGE AGREES,**

1. To pay the ENGINEERS as compensation for all services performed under the FINAL ENGINEERING PHASE as stipulated in paragraphs 1.a, 1.b, 1.c, 1.d, 1.e, 1.f, 2 and 4 under THE ENGINEERS a total compensation not to exceed **\$30,000** and shall include the engineer's normal labor, overhead and profit charges included in the hourly rates.

<b>Grade Classification Of Employee</b>	<b>Hourly Rate</b>
Principal Engineer - Manager	<u>\$ 130.00</u>
Principal Engineer - Project Manager	<u>\$ 103.00</u>
Associate Engineer - P.E.	<u>\$ 78.00</u>
Chief of Party	<u>\$ 63.00</u>
Instrument Man	<u>\$ 53.00</u>
Rodmen	<u>\$ 46.00</u>
Construction Observers	<u>\$ 63.00</u>
Secretary	<u>\$ 48.00</u>
Robotic Total Station	<u>\$ 36.00</u>
GPS System	<u>\$ 38.00</u>

Job No. ED-1800

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, 2010. In the event the services of the ENGINEERS extend beyond December 31, 2010, 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.

2. That payments due the ENGINEERS for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed and invoices submitted, in accordance with the following schedule:
  - a. Invoices for work completed to date will be sent monthly with payments by the VILLAGE to be due within thirty (30) days of the date of the invoice.
  - b. Under the FINAL ENGINEERING PHASE,
    - (1) Upon completion of detailed plans, special provisions, proposals and estimate of cost -- being the work required by paragraphs 1.a through 1.f, 2 and 4 under THE ENGINEERS AGREE -- to the satisfaction of the VILLAGE, 90 percent of the total fee due for paragraphs 1.a through 1.f, 2 and 4.
    - (2) Upon award of the contract for the improvement by the VILLAGE, 100 percent of the total fee due for paragraphs 1.a through 1.f, 2 and 4, less any amounts paid under 4.b.(1) of the previous paragraph.
3. That, should the improvement be abandoned at any time after the ENGINEERS have performed any part of the services provided for in paragraphs 1.a through 1.e, 2 and 4 and prior to the completion of such services, the VILLAGE shall reimburse the ENGINEERS at their hourly rates as set forth in Section 1 under "THE VILLAGE AGREES" stipulated above.

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

4. That, should the VILLAGE require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 3 of THE ENGINEERS AGREE, after they have been approved by the VILLAGE, the VILLAGE will pay the ENGINEERS for such changes at their hourly rates as set forth in Section 1 under "THE VILLAGE AGREES" stipulated above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEERS of their responsibility to prepare a complete and adequate set of plans and specifications.

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**IT IS MUTUALLY AGREED,**

1. That any difference between the ENGINEERS and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEERS, one member appointed by the VILLAGE, and a third member appointed by the two appointed members for disposition and that the committee's decision shall be final.
2. 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.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the VILLAGE, the VILLAGE will pay the ENGINEERS the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEERS and approved by the VILLAGE.
4. 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:

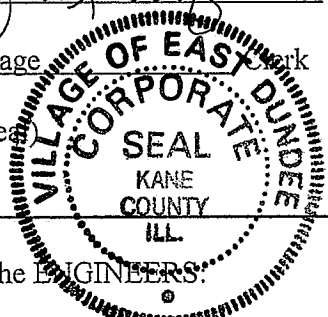
The Village of East Dundee of the

State of Illinois, acting by and through its

By *Jennifer Behler*  
Village Clerk

President and Board of Trustees

(Seal)



By *Jerry Bart*

Title: Village President

Executed by the ENGINEERS:

Gerald L. Heinz & Associates, Inc.

206 North River Street

East Dundee, Illinois 60118

By \_\_\_\_\_

(P.E. Seal)

Title: Vice President