

RESOLUTION NUMBER 28 - 11

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL
ENGINEERING AND CONSTRUCTION AGREEMENT WITH
GERALD L. HEINZ & ASSOCIATES, INC. AND THE VILLAGE OF
EAST DUNDEE ILLINOIS FOR ROUTE 72 (MAIN STREET)
PARKING LOT LIGHTING MODERNIZATION**

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 professional engineering services in connection with the improvement of the Village's parking lot lighting at the northwest corner of Illinois Route 72 and North River Street.

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 professional engineering services in connection with the improvement of the Village's parking lot lighting at the northwest corner of Illinois Route 72 and North River Street., 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 1st day of August, 2011, pursuant to a roll call vote as follows:

AYES: 4 - Trustees Lynam, Miller, VanOstenbridge & Skillicorn

NAYES: 0

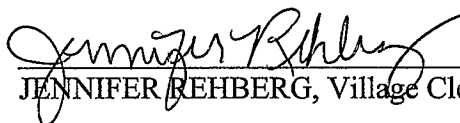
ABSENT: 3 - Trustees Ruffalo, Gorman & President Bartels

Approved by me this 1st day of August, 2011.

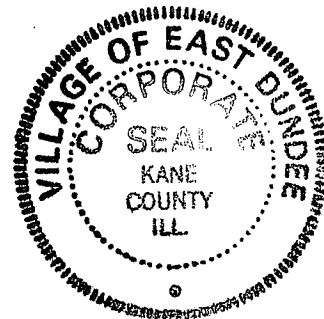

~~JERALD BARTELS, President~~
Trustee Lael Miller, President Pro Tem

Published in pamphlet form this 6th day of August, 2011, under the authority of the President and Board of Trustees.

ATTEST:


JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on Aug. 6th, 2011.



**FINAL ENGINEERING AND CONSTRUCTION ENGINEERING AGREEMENT
FOR
VILLAGE OF EAST DUNDEE
ILLINOIS ROUTE 72 (MAIN STREET) PARKING LOT LIGHTING
MODERNIZATION**

THIS AGREEMENT is made and entered into this 1st day of Aug., 2011 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 parking lot lighting system.

Description of Improvement: The improvement consists of replacement of the lighting fixtures in the Illinois Route 72 (Main Street) parking lot immediately west of the Dairy Queen store at the northwest corner of Illinois Route 72 and North River Street. New fixtures will be equipped with LED type heads and will be placed on the existing concrete bases if deemed to be sound and adequate for the proposed poles.

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. Make such detailed surveys as are necessary for the preparation of detailed final engineering plans and specifications.
 - b. Prepare final engineering plans showing existing parking lot configuration including light pole locations, curb, pavement, trees, and other significant features.
 - c. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the VILLAGE with three (3) copies of the plans, 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.
 - 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.
 - g. Furnish or cause to be furnished:
 - (1) A resident engineer, inspection and other technical personnel to perform the following work:
 - (a) Periodic observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEERS do not guarantee the performance of the contract by the contractor.
 - (b) Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - (c) Prepare and submit to the VILLAGE partial and final payment estimates, change orders, records and reports required by VILLAGE.
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 ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) as they pertain to lighting improvement work. It is understood that all such plans and drafts shall be subject to review and approval by the VILLAGE.
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.

THE VILLAGE AGREES,

- 1. To pay the ENGINEERS as compensation for services performed under the FINAL ENGINEERING PHASE as stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, and 1g, 2 and 4 under THE ENGINEERS AGREE in accordance with the following method:

Job No. ED-1918

- 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 \$2,950 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 six (6) months from the date of the approval of this AGREEMENT and a construction cost of \$38,500 as based on actual bids received on this project. Should completion be delayed at the request of the VILLAGE or the cost of the work included in this project exceed \$38,500, 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 and on a prorata basis should the project cost exceed the anticipated amount of \$38,500 by more than 10%.
2. To pay the ENGINEERS as compensation for services performed under the CONSTRUCTION ENGINEERING PHASE as stipulated in paragraph 1g under THE ENGINEERS AGREE at the hourly rates stipulated in Section 4 which follows in accordance with the following method:
- a. VILLAGE shall pay ENGINEERS for basic services include din this AGREEMENT an amount equal to the cumulative hours charged to this PROJECT by each class of ENGINEERS' employees times the hourly rates set forth in SECTION 4 below for all services performed on this PROJECT, plus ENGINEERS' consultant's charges, if any. The total compensation for engineering fees shall not exceed \$1,250 for this PROJECT and shall include the engineers' normal labor, overhead, and profit charges included in the hourly rates.
 - b. Under the CONSTRUCTION ENGINEERING PHASE as work progresses, 90 percent of the fee due for services stipulated in paragraph 1g shall be paid to the ENGINEERS. Upon completion of the PROJECT and acceptance of the improvements by the VILLAGE, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid, will become due from the VILLAGE.
3. 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. Under the FINAL ENGINEERING PHASE,

Job No. ED-1918

- (1) Upon completion of detailed plans, special provisions, proposals and estimate of cost, being the work required by paragraphs 1a through 1f, 2. and 4. under THE ENGINEERS AGREE, to the satisfaction of the VILLAGE, 90 percent of the total fee due for paragraphs 1a through 1f, 2. and 4.
 - (2) Upon award of the contract for the improvement by the VILLAGE, 100 percent of the total fee due for paragraphs 1a through 1f, 2. and 4., less any amounts paid under "a.(1)" above.
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 1f 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>\$103.00</u>
Professional Engineer - Project Engineer	<u>\$ 78.00</u>
Assistance Engineer - E.I.	<u>\$ 71.00</u>
Chief of Party - Engineering Tech III	<u>\$ 64.00</u>
Senior Draftsman - Engineering Tech III	<u>\$ 64.00</u>
Rodmen	<u>\$ 43.50</u>
Inspectors - Engineering Tech III	<u>\$ 64.00</u>
Stenographer	<u>\$ 48.00</u>
Robotic Total Station	<u>\$ 32.00</u>
Global Positioning System	<u>\$ 34.00</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, 2011. In event the services of the ENGINEERS extend beyond December 31, 2011, 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.

5. That, should the VILLAGE require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 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 4 under "THE

Job No. ED-1918

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.

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 4 of THE VILLAGE AGREES.
3. That if the contract for construction has not been awarded one year after the acceptable completion of the plans and the approval thereof 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.
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

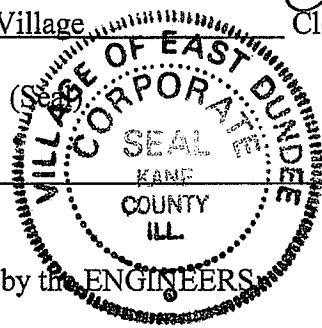
State of Illinois, acting by and through its

By *Jennifer Bihler*
Village Clerk

President and Board of Trustees

By *[Signature]*

Title: Village President Trustee Lael Miller, President Pro Tem



Executed by the ENGINEERS

Gerald L. Heinz & Associates, Inc.

206 North River Street

East Dundee, Illinois 60118

By _____

(P.E. Seal)

Title: Vice-President