

RESOLUTION NUMBER 46 - 11

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR
THE VILLAGE OF EAST DUNDEE FIVE (5) YEAR STREET
IMPROVEMENT PROGRAM (FROM 2012 THRU 2016)**

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 the Execution of a preliminary engineering agreement for East Dundee's five (5) year street improvement program (from 2012 thru 2016).

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 adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a preliminary engineering agreement for the creation of a five (5) year street improvement program in the Village of East Dundee, Illinois, 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 19th day of December, 2011, pursuant to a roll call vote as follows:

AYES: 6 - Trustees Gorman, Lynam, Miller, VanOstenbridge, Skillicorn

NAYES: 0 & President Bartels

ABSENT: 1 - Trustee Ruffalo

Approved by me this 19th day of December, 2011.

Jerald Bartels

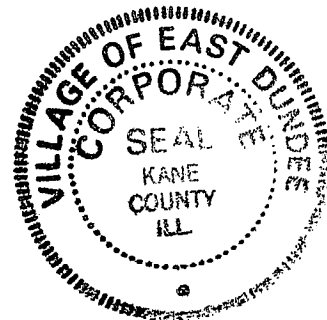
JERALD BARTELS, President

Published in pamphlet form this 28th day of December, 2011, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on December 28th, 2011.



**PRELIMINARY ENGINEERING AGREEMENT
FOR
VILLAGE OF EAST DUNDEE FIVE (5) YEAR
STREET IMPROVEMENT PROGRAM
(FROM 2012 thru 2016)**

THIS AGREEMENT is made and entered into this ___ day of _____, 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 evaluation of the village's street system and the recommendation of a proposed street improvement program for the next five years.

Description of Engineering Study: This study will consist of the visual inspection of all streets within the municipality to determine the current conditions of the pavement; assignment of a subjective rating for pavement conditions based on indicated pavement distress witnessed in the visual survey; recommendation for remedial work to be performed to improve the serviceability of distressed pavement segments; preparation of rough cost estimates based on the recommended remedial work for pavement segments most in need of improvements; organization of these pavement segment improvement costs into a proposed five (5) year program beginning in 2012, taking into account a reasonable amount determined by the average costs of past village-funded street improvement programs or an amount otherwise decided on by the village; preparation of a street map exhibit depicting the proposed yearly programs for the years 2012 thru 2016, inclusive, and for the past street programs for the period from 2007 thru 2011 according to our records; meetings with the Village President and the village's Street Committee members to discuss our recommendations followed by the addressing of any changes resulting from this meeting; and finally, submission of the five (5) year street program to the Village Board for their consideration and approval.

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 establishment of a proposed five (5) year street improvement study hereinbefore described and as listed below:
 - a. Visual evaluation of entire village street system.
 - b. Assign rating to all street segments in need of remedial work based on visual inspection.

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- c. Research the extent of past street programs completed by the village for the period from 2007 thru 2011.
- d. Determine recent past history for village's annual expenditure amounts to use as a basis for recommending future street programs for the period from 2012 thru 2016, inclusive.
- e. Prepare individual rough cost estimates for street segments in need of remedial work based on our assessments and calculations of reasonable costs for similar project costs on a pavement area basis.
- f. Prioritize street segments beginning with those in most need of remedial work and recommend a five (5) year program for the undertaking of this work.
- g. Prepare a street map exhibit depicting past programs and the proposed five (5) year program for our recommendations for future street improvement projects.
- h. Meet with Village President, village's Street Committee, and any other village representative invited to discuss our five (5) year program recommendations.
- i. After addressing any concerns resulting from the previously mentioned meeting, present the results of this engineering study for further comments and for village board action to approve the study as presented or to modify the study as directed by the board.

THE VILLAGE AGREES,

1. To pay the ENGINEERS as compensation for all services performed as stipulated above under THE ENGINEERS AGREE under the ENGINEERING STUDY, a fixed fee of \$4,000.
2. Traveling and other out-of-pocket expenses such as reproduction costs, photography, etc. will be reimbursed to the ENGINEERS at their actual cost or at their normal established rates for these services. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.
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. Partial payments not to exceed 90 percent of the amount earned shall be made from time to time as the work on the engineering study progresses.

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4. That, should the engineering study be abandoned at any time after the ENGINEERS have performed any part of the services herein described prior to the completion of such services, the VILLAGE shall reimburse the ENGINEERS at their hourly rates as set forth in Exhibit "A" attached. 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 engineering study parameters defined under THE ENGINEERS AGREE after the engineering study has been approved by the VILLAGE, the VILLAGE will pay the ENGINEERS for such changes on the basis of their hourly rates as set forth in Exhibit "A" attached. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEERS of their responsibility to prepare the engineering study as defined herein.

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, exhibits, partial and completed estimates, and data, if any, from visual pavement 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 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
President and Board of Trustees
By *Jmuzer Rehberg* Clerk
Village
(Seal)
By *Jerald Burt*
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

EXHIBIT "A"

SCHEDULE OF HOURLY RATES FOR EMPLOYEE
CLASSIFICATION - 2011/2012

Principal Engineer - Managing Director, Licensed P.E.	\$128.00 - \$137.00
Principal Engineer - Project Manager, Licensed P.E.	\$ 86.00 - \$113.00
Associate Engineer - Project Engineer, Licensed P.E.	\$ 73.00 - \$86.00
Assistant Engineer - Project Engineer, Engineering Intern	\$ 68.00 - \$81.00
Engineering Tech., III - Party Chief, Senior Draftsman, Inspector	\$ 57.00 - \$67.00
Engineering Tech., II - Instrument Man, Draftsman, Inspector	\$ 49.00 - \$57.00
Engineering Tech., I - Rodman, Junior Draftsman	\$ 35.00 - \$49.00
Robotic Geodimeter	\$ 37.00 - \$39.00
Stenographer/Office Manager	\$ 48.00 - \$55.00
Non-Salary Direct Costs: Printing & Reproduction	110% Actual Cost or In-House Established Rates

The above hourly rates include all equipment and office overhead, insurance, employee fringe benefits, taxes, interest on invested capital and profit. Transportation costs and computer time are included in the above hourly rates.

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