

RESOLUTION NUMBER 20-05

A RESOLUTION AUTHORIZING THE EXECUTION OF THE ENGINEERING SERVICE AGREEMENT BETWEEN GERALD HEINZ & ASSOCIATES, INC. AND THE VILLAGE OF EAST DUNDEE

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 enter into the Engineering Service Agreement with Gerald Heinz & Associates, Inc. for engineering services for a period from May 1, 2005 through April 30, 2006.

NOW THEREFORE BE IT ORDAINED 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 the Engineering Service Agreement with Gerald Heinz & Associates, Inc. for engineering services, a copy of which Engineering Service Agreement is attached hereto and made a part hereof.

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

Section Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

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 15th day of August, 2005, pursuant to a roll call vote as follows:

AYES: Ruffulo, VanOstenbridge, Scarpelli, O'Leary, Carlini

NAYES: None

ABSENT: Gorman

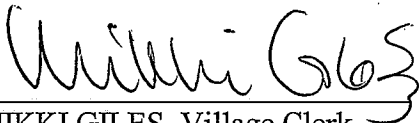
Approved by me this 15th day of August, 2005.



JERALD BARTELS, President

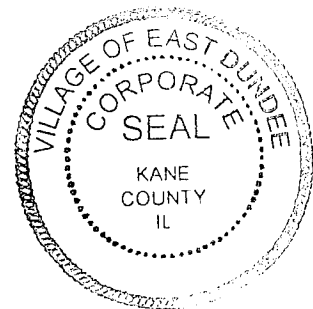
Published in pamphlet form this 31st day of August, 2005, under the authority of the President and Board of Trustees.

ATTEST:



NIKKI GILES, Village Clerk

Recorded in the Village Records on August 31, 2005.





120 Barrington Avenue - East Dundee, IL 60118

Phone: 847-426-2822 Fax: 847-426-2956

July 28, 2005

Mr. Gerald Heinz
Gerald Heinz & Associates, Inc.
206 North River Street
East Dundee, IL 60118

Re: Municipal Engineering Service Agreement

Dear Mr. Heinz:

The present Engineering Service Agreement between Gerald Heinz & Associates, Inc. and the Village of East Dundee expired on April 30, 2005. This letter represents the Village's proposal for engineering services for a period from May 1, 2005 through April 30, 2006.

This agreement is proposed to provide all necessary engineering services as requested by the Village during the period set forth above. Such services would be initiated only upon specific instruction by the Village Board or by an authorized representative of the Village.

Compensation for such services would be in accordance with the attached schedule of hourly rates (Exhibit 1), except for Motor Fuel Tax Maintenance Engineering, which will be paid as permitted by the applicable state agency.

Engineering services to be provided under this proposal, if approved, would be subject to the following conditions:

- Ownership of Documents. The Engineer agrees that the original drawing and electronic files of any plans and a printed copy and electronic file of any specifications completed under this Agreement shall become the property of the Village and at such times as the work is complete shall be forwarded by the Engineer to the Village for their record and files. The Engineer reserves the right to make reproductions from such documents prior to submission to the Village. The Village acknowledges the Engineer's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents, including plans and project specifications, prepared under this agreement shall become the property of the Village upon completion of the services and payment in full of all monies due to the Engineer. The Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, and employees and subconsultants (collectively Engineer) against any damages, liabilities, or cost, including reasonable attorneys' par fees and defense cost, arising from or allegedly arising from or in any way connected with the reuse or modification of the construction documents by the Village or any person or entity that acquires or obtains the construction documents from or through the Village without the written authorization of the Engineer.



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2. Fees. Services will be performed by each employee of the Engineer at the rates set forth in the Schedule of Rates attached as Exhibit 1. Third party engineers and consultants may be retained by the Engineer if approved by the Village.
3. Conflict of Interest. The Engineer acknowledges the desire of the Village to eliminate possible "conflicts of interest" through provision of engineering services to others both within the Village corporate limits and extending 1.5 miles beyond such limits in unincorporated areas, except as this may overlap other municipal boundaries. Accordingly, the Engineer agrees to refrain from initiating or performing engineering services for its clients, Village employees or others within this area which might be in conflict with Village assignments while engaged as engineers for the Village without express written permission from the Village Administrator or Village Board.
4. Termination. In accepting this proposal, it is mutually agreed by the Village and by Engineer that the Agreement may be terminated by either party by giving 30 days written notice to the other party or earlier for reasonable cause. If the Agreement is so terminated, Engineer shall be compensated for time and expenses set forth in the Agreement and up to the time of such termination, which payment shall be paid in full to the Engineer for services rendered under this Agreement.
5. Certificates of Insurance. Certificates of Insurance for workman's compensation and general liability will be provided to the Village. A certificate of insurance verifying insurance coverage for errors and omissions will also be provided to the Village.

**VILLAGE OF EAST DUNDEE,
an Illinois Municipal Corporation**

**GERALD HEINZ &
ASSOCIATES, INC.**

BY: Jerald Bartels

BY: Gerald L. Heinz

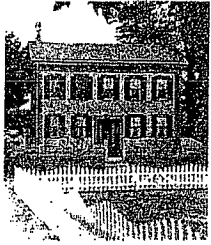
Title: VILLAGE PRESIDENT
Jerald Bartels, President

ATTEST:

ATTEST:

BY: Nikki Giles
Nikki Giles, Village Clerk

BY: Ann H. Heinz
Title: SECRETARY



Gerald L. Heinz & Associates, Inc.

Consulting Engineers

EXHIBIT "A"

SCHEDULE OF HOURLY RATES FOR EMPLOYEE CLASSIFICATION - 2005

Principal Engineer - Managing Director, Licensed P.E.	\$112.00
Principal Engineer - Project Manager, Licensed P.E.	\$ 72.00 - \$95.00
Associate Engineer - Project Engineer, Licensed P.E.	\$ 61.00 - \$72.00
Assistant Engineer - Project Engineer, Engineering Intern	\$ 55.00 - \$60.00
Engineering Tech., III - Party Chief, Senior Draftsman, Inspector	\$ 47.00 - \$57.00
Engineering Tech., II - Instrument Man, Draftsman, Inspector	\$ 40.00 - \$47.00
Engineering Tech., I - Rodman, Junior Draftsman	\$ 29.00 - \$40.00
Robotic Geodimeter	\$ 30.50
Stenographer/Office Manager	\$ 40.50
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.