

RESOLUTION NUMBER 12 - 14

**A RESOLUTION AUTHORIZING AND APPROVING
EXECUTION OF THE MUNICIPAL ENGINEERING SERVICE
AGREEMENT BETWEEN GERALD L. 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 Municipal Engineering Service Agreement with Gerald L. Heinz & Associates, Inc. for engineering services for a period from May 1, 2014 through April 30, 2015.

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 Village of East Dundee to enter into the Municipal Engineering Service Agreement with Gerald L. Heinz & Associates, Inc. for engineering services, 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.

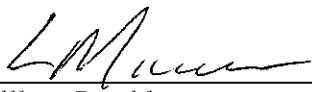
Adopted this 7th day of April, 2014, pursuant to a roll call vote as follows:

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

NAYES: Ø

ABSENT: Trustee Ruffalo

Approved by me this 7th day of April, 2014.



Lael Miller, Village President

Published in pamphlet form this 8th day of April, 2014, under the authority of the President and Board of Trustees.

ATTEST:



Heather Maieritsch, Village Clerk

Recorded in the Village Records on April 8, 2014.



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

April 2, 2014

Village of East Dundee
Village Board
120 Barrington Avenue
East Dundee, IL 60118

Re: Municipal Engineering Service Agreement

Dear Village Board Members:

We are pleased to offer to continue our professional engineering consulting partnership with the village. As such, the following is an Engineering Service Agreement between Gerald L. Heinz & Associates, Inc. and the Village of East Dundee, hereinafter referred to as "ENGINEER" and "VILLAGE" respectively. This agreement represents our proposal for providing consulting engineering services for a period from May 1, 2014 through April 30, 2015.

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 authorization by the Village Board or by an authorized representative of the "VILLAGE."

Compensation to the "ENGINEER" for such services would be in accordance with the attached schedule of hourly rates (Exhibit A), except for Motor Fuel Tax Maintenance Engineering, which will be paid as approved by the Illinois Department of Transportation (IDOT), or other individual projects where a specific proposal is requested.

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

1. 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 upon the specific request of the "VILLAGE" 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 sub-consultants (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.”

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 A. Third party engineers and consultants may be retained by the “ENGINEER” subject to the approval of 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 this 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. Upon request, 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.”

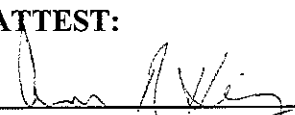
VILLAGE OF EAST DUNDEE
an Illinois Municipal Corporation

BY: 
Lael Miller, Village President

GERALD L. HEINZ
& ASSOCIATES, INC.

BY: 
Joseph D. Heinz, President

ATTEST:
BY: 
Heather Maieritsch, Village Clerk

ATTEST:
BY: 
Ann N. Heinz, Secretary

cc Robert Skurla, Village Administrator
Linda Blackerby, Finance Director



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

EXHIBIT "A"

SCHEDULE OF HOURLY RATES FOR EMPLOYEE CLASSIFICATION - 2014

Principal Engineer - Managing Director, Licensed P.E.	\$130.00 - \$140.00
Principal Engineer - Project Manager, Licensed P.E.	\$ 94.00 - \$123.00
Associate Engineer - Project Engineer, Licensed P.E.	\$ 79.00 - \$94.00
Assistant Engineer - Project Engineer, Engineering Intern	\$ 74.00 - \$86.00
Engineering Tech., III - Party Chief, Senior Draftsman, Inspector	\$ 63.00 - \$74.00
Engineering Tech., II - Instrument Man, Draftsman, Inspector	\$ 53.00 - \$63.00
Engineering Tech., I - Rodman, Junior Draftsman	\$ 38.00 - \$53.00
Stenographer/Office Manager	\$ 51.50 - \$59.00
Robotic Total Station/Global Positioning System	\$ 41.00 - \$44.00
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.