

RESOLUTION NUMBER 47 - 11

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL ENGINEERING SERVICE AGREEMENT FOR
MAPPING THE TERRACE AND LAKEWOOD PORTIONS OF THE
VILLAGE OF EAST DUNDEE'S STORM SEWER SYSTEM YEAR
2011**

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 mapping the Terrace and Lakewood portions of the Village of East Dundee's storm sewer system.

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 mapping the Terrace and Lakewood portions of the Village of East Dundee's Storm Sewer System, 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, Lynem, Miller, VanOstenbidge, Skillicorn
NAYES: 0 and President Bartels

ABSENT: 1 - Trustee Ruffalo

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

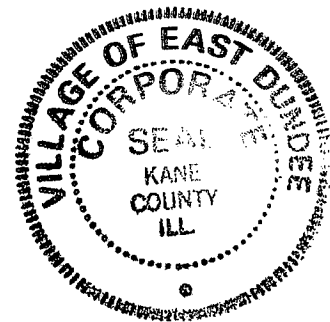
Jerald Bartels
JERALD BARTELS, President

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.



**PROFESSIONAL ENGINEERING SERVICE AGREEMENT
FOR
MAPPING THE TERRACE AND LAKEWOOD PORTIONS OF THE
VILLAGE OF EAST DUNDEE'S STORM SEWER SYSTEM
YEAR 2011**

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 mapping of the Terrace and Lakewood portions of the village's existing storm sewer system under their responsibility and jurisdiction.

Description of Project: The project consists of the preparation of a skeletal map showing existing storm sewers, inlets, catch basins, manholes, and major storm water outlets discharging into the Fox River and creeks within the Terrace and Lakewood portions of the village as determined from previous plans prepared by us, from record drawings made available to us, and from field observation and field surveys performed by us using global positioning system (GPS) equipment and other measuring instruments and devices.

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 project hereinbefore described, and noted below:
 - a. Prepare a base map using the Kane County GIS mapping which is available showing the Lakewood area and the portion of the village lying north of Main Street (Illinois Route 72), west of Illinois Route 25, and east of Van Buren Street.
 - b. Review our files for the location of storm sewers, inlets, storm manholes, and major culverts larger than 36" in diameter as shown on engineering plans available to us.
 - c. Provide field survey using global positioning system (GPS) equipment to determine storm water structure locations for existing manholes, catch basins, inlets, and major culverts larger than 36" in diameter.
 - d. Prepare a skeletal-type drawing depicting available information noting size and location of existing storm sewers, location and invert elevation of inlets, catch

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basins, storm manholes and major storm water outlets into the Fox River and creeks, and general locations of known drywells. A schedule for manholes, catch basins, and inlets will be included on the mapping listing location by coordinates using the Illinois State Plane System.

- e. The mapping is intended to meet the ILR40 NPDES Phase II minimum requirements for the village's existing storm sewer system under their jurisdiction. Mapping will not include sewer system under the Illinois Department of Transportation's jurisdiction along Illinois Routes 25, 68, and 72 within the village limits.
2. That the mapping plan 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 all services performed as stipulated in paragraphs 1a., 1b., 1c., 1d. and 1e. under the ENGINEERS AGREE under the ENGINEERING SERVICE AGREEMENT PHASE, a fixed fee of \$4500.
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 based on approved hourly rates limited by the above-stated fixed fee.
3. That, should the project be abandoned at any time after the ENGINEERS have performed any part of the services provided for in paragraphs 1a. through 1e. 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>\$135.00</u>
Principal Engineer - Project Manager	<u>\$110.00</u>
Project Engineer	<u>\$ 83.00</u>
Assistant Engineer - E.I.	<u>\$ 76.00</u>
Senior Draftsman - Engineering Tech III	<u>\$ 66.00</u>
Chief of Party - Engineering Tech II	<u>\$ 55.00</u>
Rodmen	<u>\$ 44.00</u>

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Inspectors - Engineering Tech II	<u>\$ 55.00</u>
Stenographer	<u>\$ 49.00</u>
Robotic Total Station	<u>\$ 38.00</u>
Global Positioning System	<u>\$ 40.00</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.

4. That, should the VILLAGE require changes in any of the completed mapping 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 3 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 an adequate mapping of the western portion of the village's storm sewer system according to available records within our records, by field surveys performed by us, or information supplied to us by the village.

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 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:

By: 
Village Clerk
(Seal)

The Village of East Dundee of the
State of Illinois, acting by and through its
President and Board of Trustees
By: 
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

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