

RESOLUTION NUMBER 27 - 11

**A RESOLUTION AUTHORIZING THE EXECUTION OF
MAINTENANCE ENGINEERING AGREEMENT WITH GERALD L.
HEINZ & ASSOCIATES, INC. FOR THE VILLAGE OF EAST
DUNDEE STREET PATCHING AND CRACK SEALING PROGRAM**

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 maintenance engineering services for the Village of East Dundee Street Patching and Crack Sealing Program which includes patching including the removal of unsound pavement on Roslyn Road and Maxwellton Road and crack sealing of hot-mix asphalt pavements on King William Street from Adams Street to North Street, on North Street from First Street to Third Street, and on Jackson Street from River to the east terminus.

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. maintenance engineering services for the Village of East Dundee Street Patching and Crack Sealing Program which includes patching including the removal of unsound pavement on Roslyn Road and Maxwellton Road and crack sealing of hot-mix asphalt pavements on King William Street from Adams Street to North Street, on North Street from First Street to Third Street, and on Jackson Street from River to the east terminus, 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.

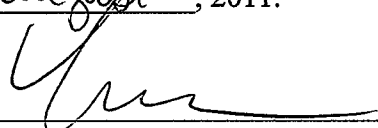
Adopted this 1st day of August, 2011, pursuant to a roll call vote as follows:

AYES: 4 - Trustees Lynam, Miller, VanOstenbidge & 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

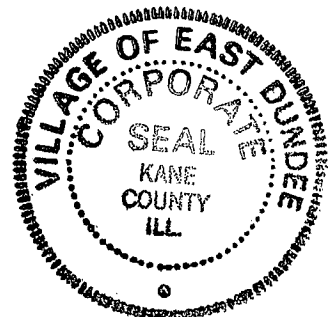
Published in pamphlet form this 6th day of August, 2011, under the authority of the President and Board of Trustees.

ATTEST:



JENNIFER REHBERG, Village Clerk

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



**MAINTENANCE ENGINEERING AGREEMENT
FOR
VILLAGE OF EAST DUNDEE
STREET PATCHING AND CRACK SEALING PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of August, 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 pavement patching and crack sealing on various municipal street segments.

Description of Project: The project consists of pavement patching including the removal of unsound pavement specified by the VILLAGE, including locations on Roslyn Road and Maxwellton Road and the crack sealing of hot-mix asphalt pavements on King William Street from Adams Street to North Street, on North Street from First Street to Third Street, and on Jackson Street from River Street to the east terminus thereof.

Agreement Provisions

THE ENGINEERS AGREE,

1. To perform or be responsible for the performance of the following maintenance engineering services for the VILLAGE in connection with the proposed project hereinbefore described, and noted below:
 - a. Investigate the condition of the streets for determination (in consultation with the VILLAGE) of the maintenance operations to be included in the maintenance program.
 - b. Prepare a maintenance estimate of cost for the work to be included under the maintenance program.
 - c. Prepare exhibits showing the general location the areas of the pavement to be patched and the location of street segments where crack filling is to be provided under this street program.
 - d. Make complete specifications, special provisions, proposals and estimates of cost and furnish the VILLAGE with five (5) copies of these documents. Additional copies of any or all documents, if required, shall be furnished to the VILLAGE by the ENGINEERS at their actual cost for reproduction.
 - e. Assist the VILLAGE in obtaining bid proposals from contractors for the work included in this street program.

- f. Assist the VILLAGE in the tabulation and interpretation of the contractors' proposals.
- g. Prepare the contract and contract bond documents for work to be undertaken.
- h. Furnish or cause to be furnished:

Construction observers and other technical personnel to perform the following work:

- (1) 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.
 - (2) Establishment of limits for patching and crack filling work included under this project.
 - (3) Maintain a 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.
 - (4) Supervision of construction observers employed by the ENGINEERS and other technical personnel.
 - (5) Preparation and submission to the VILLAGE in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the VILLAGE.
2. That exhibits 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 street maintenance work. It is understood that all such exhibits and drafts shall be subject to review and approval by the VILLAGE.
3. That all specifications 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 all services performed under the FINAL ENGINEERING PHASE as stipulated in paragraphs 1a., 1b., 1c., 1d., 1e., 1f., 1g., and 3 under THE ENGINEERS AGREE in accordance with the following method:

Job No. ED-1860

- a. VILLAGE shall pay ENGINEER for basic maintenance engineering services included in this AGREEMENT a base fee of \$1000.00 plus five (5) percent of the contract awarded amount for the maintenance work included in the street program.

For ENGINEERING INSPECTION WORK on this project, the VILLAGE shall pay ENGINEER for actual maintenance work a fee of six (6) percent of the total final cost of the amount due the contractor under the awarded contract.

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, in accordance with the following schedule:

- a. Under the MAINTENANCE ENGINEERING PHASE,

- (1) Upon completion of exhibits, special provisions, proposals and estimate of cost -- being the work required by paragraphs 1a. through 1f., 2 and 3 under THE ENGINEERS AGREE -- to the satisfaction of the VILLAGE, 90 percent of the total fee due for paragraphs 1a. through 1f., 2 and 3.
- (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 3, less any amounts previously paid the ENGINEERS as time to time due.

Reproduction and other out-of-pocket expenses will be reimbursed to the ENGINEERS at their actual cost.

- b. Under the ENGINEERING INSPECTION WORK PHASE,

- (1) During the construction work period, up to 90 percent of the total fee due for services stipulated in 1g. and 1h. shall be paid the ENGINEERS on a monthly basis based on their current hourly rates for services.
- (2) Upon the VILLAGE acceptance of the completed maintenance work, the final amount due the ENGINEERS based on 1a. of THE VILLAGE AGREES set forth above shall be paid.

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 exhibits, drawings, specifications, partial and completed estimates, and data, if any, 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 at their normal chargeable rates in effect at the time of termination.

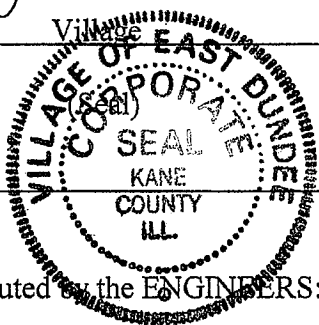
3. That the ENGINEERS warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the ENGINEERS to solicit or secure this contract and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely 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

By *Jennifer Behling* President and Board of Trustees
Village Clerk



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 *Joseph O. [Signature]* (P.E. Seal)
Title: Vice President