

RESOLUTION 13-09

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON ENGINEERING IN CONNECTION WITH THE MAPLE STREET IMPROVEMENTS

WHEREAS the Village of Manteno, a Municipal Corporation, desires to see that repairs are made to the Maple Street; and

WHEREAS the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide engineering, bidding and construction services for Maple Street improvements; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in the providing engineering, bidding and construction services for Maple Street improvements; and

WHEREAS Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing engineering, bidding and construction services for Maple Street improvements.

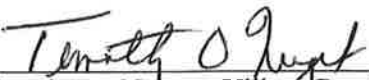
NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

SECTION 1: That an agreement for Professional Services with Tyson Engineering, Kankakee, IL, in connection with providing engineering, bidding and construction services for Maple Street improvements and the same is hereby approved.

SECTION 2: That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 5th day of Aug., 2013 and approved by me as Village President on the same day.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin				✓
Trustee Diane Dole	✓			
Trustee Todd Crockett				✓
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i> BY OMNIBUS VOTE				



Timothy O. Nugent, Village President

ATTEST:



Alisa Blanchette, Village Clerk



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Kankakee, Illinois 60901
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(815) 932-7406
FAX (815) 932-2951
Web Site: www.tysoneng.com

July 25, 2013



Mr. Bernie Thompson
Village of Manteno
98 East Third Street
Manteno, IL 60950

RE: ENGINEERING, BIDDING, AND CONSTRUCTION SERVICES
MAPLE STREET IMPROVEMENTS
MANTENO, ILLINOIS

Dear Mr. Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide engineering, bidding, and construction services for Maple Street Improvements in Manteno, Illinois. The Basic Services are to provide engineering for the widening of Maple Street, between 8th Street and Ronnie Gray Drive, to a twenty-four foot wide pavement. The Alternate Multi-Use Path section is an alternate to have a multi-use path installed along either the west or east sides of Maple Street.

Following is a summary of our Basic Services.

BASIC SERVICES

Total Cost with Breakdown Listed Below	<u>\$15,230.00</u>
<i>Construction Documents</i>	<i>\$7,055.00</i>

Tyson Engineering will perform and prepare the following items:

- Specifications for proposed improvements.
- Quantity take-off and summary of quantities for proposed improvements.
- Client review meetings to discuss the project and present improvement plans.
- Erosion control measures will be added to the improvement plans.
- Provide clarification for improvement plans and distribute addenda, as required.
- Provide two copies of the bid documents to the Village as included in this proposal. In addition, two copies of the construction documents will be provided to the successful Contractor.
- Reproduce bid documents for bidders, with a cost to be determined based on final size of bid documents. Costs of reproduction for Contractors will be paid via a non-refundable deposit and noted in the advertisement for bids.
- Attend the bid opening, tabulate bid results, and provide a recommendation to the Village.

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BASIC SERVICES (CONT.)

Construction Inspection and Engineering Services **\$8,175.00**

Tyson Engineering will perform and prepare the following items:

- Coordinate Contractors for scheduling of work.
- Stake the necessary improvements.
- Review Shop Drawings, as submitted by the Contractor.
- Provide inspection services for Contractor and record measurements of completed work.
- Provide monthly payment requests to Village for payments due the Contractor.

ALTERNATE MULTI-USE PATH

Total Cost with Breakdown Listed Below **\$2,600.00**

Construction Documents **\$1,250.00**

Tyson Engineering will perform and prepare the following items:

- Services listed under Basic Services Construction Documents.
- Review feasibility of locating Multi-Use Path along each side of Maple Street.

Construction Inspection and Engineering Services **\$1,350.00**

Tyson Engineering will perform and prepare the following items:

- Services listed above under Basic Services - Construction Inspection and Engineering Services.

EXTRAS TO CONTRACT

Any Engineering or Surveying work not described in the Basic Services above shall be considered either Additional Services or Reimbursable Expenses.

Additional Services

Unless described in the Basic Services above, Additional Services may include, but shall not be limited to, meetings with the Client or government authorities, design of off-site utilities or infrastructure, easement or right-of-way negotiation, easement or right-of-way acquisition, wetland determinations, wetland mitigation, flood studies, archaeological studies, Historic Preservation issues or other environmental concerns. These services shall also include any Survey work required for the completion of the real estate transactions required by the Client such as Final Plat, individual lot plats, Plats of Dedication, Annexation Plats, Vacation Plats, Plats of Zoning or condominium surveys.

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Compensation For Additional Services

Compensation for Additional Services shall be done on a time and material basis according to the Standard Hourly Rates schedule set forth below.

Reimbursable Expenses

Reimbursable Expenses include the following categories: Subcontractor costs, out of town meetings, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services, Owner shall pay Engineer at the rates set forth below.
2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services.
3. The Reimbursable Expenses Schedule will be adjusted annually (as of January, 2014) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.
2. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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Standard Hourly Rates

1. Standard Hourly Rates are set forth below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January, 2014) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified below.

Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$150.00/Hr.
Senior Staff Engineer	\$125.00/Hr.
Senior Surveyor	\$125.00/Hr.
Project Manager	\$105.00/Hr.
Project Engineer	\$ 95.00/Hr.
Staff Engineer	\$ 80.00/Hr.
Engineer's Assistant	\$ 60.00/Hr.
Project Coordinator	\$ 75.00/Hr.
CADD Technician	\$ 70.00/Hr.
Senior Construction Inspector	\$ 75.00/Hr.
Construction Inspector	\$ 65.00/Hr.
Field Technician	\$ 55.00/Hr.
Clerical	\$ 50.00/Hr.
Survey Crew - 2 Man	\$140.00/Hr.
Survey Crew - 3 Man	\$160.00/Hr.
Survey Crew - GPS	\$140.00/Hr.
Expert Witness	\$175.00/Hr.

Automobile Travel Expense		\$ 0.52 per mile
Reproduction Costs:	Bond Paper Copies – 18" x 24"	\$ 1.35 per sheet
	24" x 36"	\$ 2.70 per sheet
	30" x 42"	\$ 4.00 per sheet
	Other sheets	\$0.45/SF

The above rates include all office overhead and administrative costs including reproduction costs and are based on regularly scheduled weekday work hours.

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Limitation of Engineer's Liability

Engineer's Liability Limited to Amount of Engineer's Compensation.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

Our payment terms are NET 30 days from the date of the invoice. A late payment penalty of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%), shall be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid by the Client.

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Thank you for the opportunity to submit this proposal to you. If this is satisfactory, please sign and return one copy of this letter to our office as notification of authorization to proceed. If you have any questions or require additional information, please contact our office.

Very truly yours,

TYSON ENGINEERING, INC.



David A. Tyson, P.E., I.P.L.S.
President

Approved this 5th day of August, 2013.

VILLAGE OF MANTENO

Timothy O. Guegt
Name

Village President
Title

ATTEST:

Alisa Blanchette
Name

Village Clerk
Title