

RESOLUTION 13-23

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON ENGINEERING IN CONNECTION WITH THE WINDFIELD ESTATES PHASE TWO

WHEREAS the Village of Manteno, a Municipal Corporation, has drawn the full amount on a letter of credit for Windfield Estates, Phase Two; and

WHEREAS the Village of Manteno desires to see the full amount of the letter of credit used to construct unfinished development improvements to the limit of available funds; 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 surveying, bidding and construction services for Windfield Estates Phase Two; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in the providing surveying, bidding and construction services for Windfield Estates Phase Two; and

WHEREAS Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing surveying, bidding and construction services for Windfield Estates Phase Two.

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 surveying, bidding and construction services for Windfield Estates Phase Two 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 2nd day of January, 2014 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	6			


 Timothy O. Nugent, Village President

ATTEST:


 Alisa Blanchette, Village Clerk



TYSON ENGINEERING INC.

367 S. Schuyler Ave.
Kankakee, Illinois 60901
E-Mail: admin@tysoneng.com

(815) 932-7406
FAX (815) 932-2951
Web Site: www.tysoneng.com

March 12, 2013

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

RE: SURVEY, BIDDING, AND CONSTRUCTION SERVICES
WINDFIELD ESTATES PHASE 2
MANTENO, ILLINOIS

Dear Mr. Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide surveying, bidding, and construction services for Windfield Estates Phase 2 in Manteno, Illinois.

Following is a summary of our Basic Services.

BASIC SERVICES

Total Cost with Breakdown Listed Below \$43,660.00

Site Survey and Analysis* *\$7,625.00

- Relocate necessary property corners and transfer benchmark to site.
- Establish control for survey and construction staking.
- Cross section proposed road locations and locate existing utilities within the road right-of-way.
- Reproduce improvement plans as required for road construction project.
- Coordination meetings with Village.

Construction Documents* *\$9,285.00

Tyson Engineering will perform and prepare the following items:

- Basic plans and design will be as included in Windfield Estates Site Improvement Plans, prepared by Joseph A. Schudt & Associates, dated January 13, 2005.
- Specifications for proposed improvements.
- Quantity take-off and summary of quantities for proposed improvements.

Mr. Bernie Thompson
Village of Manteno
March 12, 2013
Page Two

BASIC SERVICES (CONT.)

Construction Documents (Cont.)

- 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.

Narrative Storm Water Pollution Prevention Plan Packet

\$1,500.00

A Storm Water Pollution Prevention Plan Narrative Report and Weekly Inspection and Maintenance Report Forms are required to be prepared and maintained for your construction site from the submittal of the Notice of Intent form until completion of the project.

The Storm Water Pollution Prevention Plan Narrative Report and Weekly Inspections are included in our Basic Engineering Services portion of the project. Tyson Engineering will complete Weekly Inspections as part of the Construction Inspection and Engineering Services.

Tyson Engineering will prepare the Storm Water Pollution Prevention Plan packet and maintain the Weekly Inspection and Maintenance Report Form and perform inspections at a minimum of once a week or within 24 hours of a 0.50-inch rainfall event for the duration of the construction project.

Construction Inspection and Engineering Services

\$25,250.00

Tyson Engineering will perform and prepare the following items:

- Prepare the necessary electronic files for construction staking.
- 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.

EXTRAS TO CONTRACT

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

Mr. Bernie Thompson
Village of Manteno
March 12, 2013
Page Three

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.

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.

Mr. Bernie Thompson
Village of Manteno
March 12, 2013
Page Four

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.

Mr. Bernie Thompson
Village of Manteno
March 12, 2013
Page Five

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.

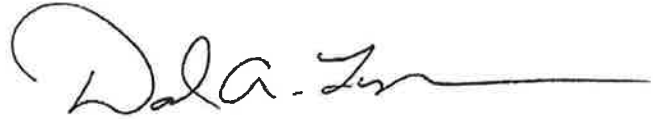
Our payment terms are NET 30 days from the date of the invoice. A late payment penalty of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%), shall be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice. Should litigation 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.

Mr. Bernie Thompson
Village of Manteno
March 12, 2013
Page Six

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 21st day of January, 2014.

VILLAGE OF MANTENO

Timothy D. Hunt
Name

MAYOR
Title

ATTEST:

Alison Blanchette
Name

Village Clerk
Title