

RESOLUTION 13-28

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON
ENGINEERING IN CONNECTION WITH THE PROPOSED SKATE RINK IN
LEGACY PARK**

WHEREAS the Village of Manteno, a Municipal Corporation, desires to offer numerous recreational opportunities to the residents of Manteno; and

WHEREAS one of the opportunities is the development of a skate rink for use in the summer and winter seasons; 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 and construction staking services for the proposed skate rink in Legacy Park; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in the providing engineering and construction staking services for the proposed skate rink in Legacy Park; and

WHEREAS Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing engineering and construction staking services for the proposed skate rink in Legacy Park.

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 and construction staking services for the proposed skate rink in Legacy Park 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 7th day of April, 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



March 31, 2014

Chief Bernie Thompson, Village Administrator
Village of Manteno
98 East Third Street
Manteno, IL 60950

RE: VILLAGE OF MANTENO
PROPOSED HOCKEY RINK
TYSON ENGINEERING, INC. SERVICES PROPOSAL

Dear Chief Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide engineering and construction staking services for the proposed Hockey Rink in Legacy Park, Manteno, Illinois.

Following is a summary of our Basic Services.

BASIC SERVICES (Total for Engineering Design and Construction Staking) \$5,700.00

Engineering Design

Tyson Engineering will prepare a Site Plan for the hockey rink to include all necessary details, specifications, and erosion control plans. Because this work will be completed within Legacy Park, any work will require an update to the Illinois Environmental Protection Agency Storm Water Pollution Prevention Plan (SWPPP) for storm water discharge.

Following is a summary and outline of our Basic Services.

- Prepare Demolition Plans.
- Prepare Erosion Control Plan.
- Overall design of concrete, pavement and utility improvements.
- Incorporate the preservation and relocation of existing utilities.
- Design and document utilities, including relocation and modifications.

Chief Bernie Thompson, Village Administrator
Village of Manteno
March 31, 2014
Page Two

BASIC SERVICES (CONT.)

Engineering Design (Cont.)

- Attend a total of two meetings with the Village to discuss project scope, progress and present final plans. In addition, attend the bid opening and prepare tabulation of bids and letter of recommendation to the Village for award.
- Stake underground improvements and mass grading improvements once. Stake final curb and rink grades once.

The completion of this portion of the project will provide a complete set of approved engineering plans that are ready for Contractors to bid on and use for construction purposes. Because the site is less than one acre in size, a Notice of Intent to the Illinois Environmental Protection Agency is not required for this project.

CONSTRUCTION SERVICES

Construction Administration

Hourly Basis As Requested by Village

Tyson Engineering will perform requested construction administration activities throughout the course of the construction project as requested by the Owner. These activities will include:

- Site inspections on a daily basis or at critical points during construction to ensure compliance with specifications and/or regulations.
- Pay request review.
- Shop drawing review.

EXTRAS TO CONTRACT

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

Other 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.

Chief Bernie Thompson, Village Administrator
Village of Manteno
March 31, 2014
Page Three

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, the latter multiplied by a factor of 1.1.
3. The Reimbursable Expenses Schedule will be adjusted annually (as of January, 2015) 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 times a factor of 1.1.
2. Factors. 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.

Chief Bernie Thompson, Village Administrator
Village of Manteno
March 31, 2014
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, 2015) 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		\$155.00/Hr.
Senior Staff Engineer		\$130.00/Hr.
Senior Surveyor		\$130.00/Hr.
Engineering Manager		\$110.00/Hr.
Project Engineer		\$100.00/Hr.
Staff Engineer		\$ 85.00/Hr.
Engineer's Assistant		\$ 65.00/Hr.
Project Coordinator		\$ 80.00/Hr.
CADD Technician		\$ 75.00/Hr.
Senior Construction Inspector		\$ 80.00/Hr.
Construction Inspector		\$ 70.00/Hr.
Field Technician		\$ 60.00/Hr.
Clerical		\$ 55.00/Hr.
Survey Crew - 2 Man		\$145.00/Hr.
Survey Crew - 3 Man		\$165.00/Hr.
Survey Crew - GPS		\$145.00/Hr.
Expert Witness		\$180.00/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.

Chief Bernie Thompson, Village Administrator
Village of Manteno
March 31, 2014
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.

Chief Bernie Thompson, Village Administrator
Village of Manteno
March 31, 2014
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 7th day of April, 2014.

VILLAGE OF MANTENO

Timothy O. Goyt
Name

Village President
Title

ATTEST:

Alisa Blanchette
Name

Village Clerk
Title