

RESOLUTION 13-29

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON ENGINEERING IN CONNECTION WITH THE PROPOSED PARKING LOT AT 52 SOUTH WALNUT STREET

WHEREAS the Village of Manteno, a Municipal Corporation, desires to have adequate parking for visitors and residents of Manteno; 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 and engineering services for the proposed parking lot at 52 South Walnut Street; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in the providing surveying and engineering services for the proposed parking lot at 52 South Walnut Street; and

WHEREAS Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing surveying and engineering services for the proposed parking lot at 52 South Walnut Street.

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 and engineering services for the proposed parking lot at 52 South Walnut Street 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.

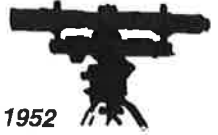
Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 7th day of April, 2014 and approved by me as Village President on the same day.

Table with 5 columns: RECORD OF THE VOTE, Yes, No, Abstain, Absent. Rows include names of trustees and a total vote count of 6.

Handwritten signature of Timothy O. Nugent, Village President.

ATTEST:

Handwritten signature of Alisa Blanchette, Village Clerk.



March 11, 2014

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

RE: VILLAGE OF MANTENO  
PROPOSED SURVEY AND GRADING PLAN PROPOSAL  
MANTENO, ILLINOIS

Dear Chief Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide surveying and engineering services for the proposed parking lot at 52 South Walnut Drive, Manteno, Illinois.

Following is a summary of our Basic Services.

**BASIC SERVICES (Total for Topographic Survey and Engineering Design) \$7,700.00**

### ***Topographic Survey***

Tyson Engineering will perform, as part of the basic services, a topographic survey of the existing lot, the alley east of the lot and Walnut Street west of the lot. All surveying will be completed on NAVD 88 datum.

### ***Engineering Design***

Tyson Engineering will prepare a Site Plan for the lot to include a parking lot, entrance and exit aprons, and connections to the existing facilities for the library and the First Presbyterian Church improvements, being completed by others. The parking lot will conform to all Village ordinances and ADA requirements. Our plans will include the geometric, pavement and grading design for the proposed parking areas and grading in the lawn areas.

Following is a summary and outline of our Basic Services.

- Prepare Demolition Plans.
- Prepare Erosion Control Plan.

Chief Bernie Thompson, Village Administrator  
Village of Manteno  
March 11, 2014  
Page Two

## **BASIC SERVICES (CONT.)**

### ***Engineering Design (Cont.)***

- Overall design of concrete, pavement and utility relocation and improvements.
- Incorporate the preservation and relocation of existing utilities.
- Design Grading Plan to incorporate existing entrances to building in order to meet and/or maintain compliance with ADA Accessibility Code.
- Perform stormwater analysis to ensure all proposed runoff is being managed properly and meets any and all local and applicable stormwater ordinances.
- Coordinate submission to Village for review and approval or permitting, as required (storm water management, fire department, zoning, etc.).
- Design and document utilities, including relocation and modifications.
- Attend a total of four meetings with the Village to discuss project scope, progress, and present final plans.

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 Not To Exceed*** ***\$6,300.00***

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.

Chief Bernie Thompson, Village Administrator  
Village of Manteno  
March 11, 2014  
Page Three

## **CONSTRUCTION SERVICES (CONT.)**

***Construction Staking*** ***Hourly Basis Not To Exceed***     ***\$3,000.00***

Construction staking includes rough staking so the Contractor can excavate the site to subbase. Once the excavation is completed, the entrances, curbs, pavement, and any storm structures will be staked once for final grade. Any additional or repeat staking will be billed as an extra in accordance with the Standard Hourly Rates Schedule listed in this proposal.

## **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.

### **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.

Chief Bernie Thompson, Village Administrator  
Village of Manteno  
March 11, 2014  
Page Four

### **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.

### **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.

Chief Bernie Thompson, Village Administrator  
Village of Manteno  
March 11, 2014  
Page Five

### **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.

### **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.

Chief Bernie Thompson, Village Administrator  
Village of Manteno  
March 11, 2014  
Page Six

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.

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 7<sup>th</sup> day of April, 2014.

VILLAGE OF MANTENO

Timothy O'Quinn  
Name

Village President  
Title

ATTEST:

Alisa Blanchette  
Name

Village Clerk  
Title