

RESOLUTION 14-11

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON
ENGINEERING IN CONNECTION WITH THE PROPOSED FORCE MAIN
REPLACEMENT AT THE BIRCH STREET LIFT STATION**

WHEREAS the Village of Manteno, a Municipal Corporation, desires to see that repairs are completed on the force main at the Birch Street Lift Station; 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 construction inspection services for the proposed Force Main Replacement at the Birch Street lift station; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in the providing construction inspection services for the proposed Force Main Replacement at the Birch Street lift station; and

WHEREAS Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing construction inspection services for the proposed Force Main Replacement at the Birch Street lift station.

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 construction inspection services for the proposed Force Main Replacement at the Birch Street lift station 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 May, 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	5			



Timothy O. Nugent, Village President

ATTEST:



Alisa Blanchette, Village Clerk



September 12, 2014

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

RE: VILLAGE OF MANTENO
PROPOSED FORCE MAIN INSPECTION SERVICES
BIRCH STREET LIFT STATION
TYSON ENGINEERING, INC. SERVICES PROPOSAL

Dear Chief Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide construction inspection services for the proposed Force Main Replacement at the Birch Street Lift Station in Manteno, Illinois.

Following is a summary of our Basic Services.

CONSTRUCTION SERVICES

Construction Administration

\$10,750.00

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.

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.

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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, 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.

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Other Provisions Concerning Payment For Additional Services (Cont.)

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.

Schedule

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

Principal Engineer	\$165.00/Hr.
Senior Project Manager 1	\$155.00/Hr.
Senior Staff Engineer	\$130.00/Hr.
Engineer Manager 1	\$110.00/Hr.
Project Engineer 2	\$100.00/Hr.
Project Engineer 1	\$ 85.00/Hr.
Engineer Tech 1	\$ 65.00/Hr.
CADD Technician 1	\$ 75.00/Hr.
Resident Engineering Representative 2	\$ 80.00/Hr.
Resident Engineering Representative 1	\$ 70.00/Hr.
Land Surveyor 3	\$130.00/Hr.
Field Crew Chief	\$ 85.00/Hr.
Field Crew Member 1	\$ 60.00/Hr.
Administrative 2	\$ 55.00/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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Payment Terms

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, along with an initialed and dated copy of the attached "Tyson Engineering, Inc. Standard Terms and Conditions", 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.



Keith T. Mulholland, P.E.
Senior Engineer

Approved this 6th day of Oct., 2014.

VILLAGE OF MANTENO

Timothy O. Guert
Name

Village President
Title

ATTEST:

Alison Blanchette
Name

Village Clerk
Title

TYSON ENGINEERING INC ("TEI")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by TEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TEI makes no warranties, express or implied, under this Agreement or otherwise, in connection with TEI's services

RELIANCE – TEI may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute TEI's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

DELAYS – TEI shall complete its obligations within a reasonable time. If, through no fault of TEI, such periods of time or dates are changed, or the orderly and continuous progress of TEI's services is impaired, or TEI's services are delayed or suspended, then the time for completion of TEI's services, and the rates and amounts of TEI's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to TEI. If TEI's services are substantially delayed through no fault of TEI, TEI may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay TEI for all services rendered to the date of suspension/termination of services plus suspension/termination charges. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - TEI's opinions of probable Construction Cost are to be made on the basis of TEI's experience and qualifications and represent TEI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since TEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TEI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by TEI.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by TEI are instruments of service, and TEI retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by TEI or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - TEI's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated

biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – TEI shall not at any time supervise, direct, or have control over any contractor's work, nor shall TEI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. TEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. TEI shall have no authority to stop the work of the contractor.

LIMITATION OF LIABILITY –Engineer's liability under this Agreement shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Claims.

INSURANCE – TEI will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal and TEI's business requirements. Certificates of Insurance will be provided by TEI upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and TEI waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TEI to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and TEI and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and TEI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Initial: _____

Date: _____

4/01/2014