

RESOLUTION 16-13

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MG2A (M. Gingerich Gereaux and Associates) IN CONNECTION WITH PROVIDING ENGINEERING AND LAND SURVEYING SERVICES FOR THE 6000 INTERCHANGE EASTSIDE SEWER STUDY

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 land surveying services related to the 6000 Interchange Eastside Sewer Study, located in the vicinity of 1000 East Road and Bourbonnais Parkway, of which the Village of Manteno provides various municipal services which include sanitary sewer service; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in providing engineering and land surveying services for the 6000 Interchange Eastside Sewer Study; and

WHEREAS MG2A (M. Gingerich Gereaux and Associates), Bradley, IL, is a company with professional and certified personnel skilled in providing engineering and land surveying services as required.

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 MG2A, Bradley, IL, in connection with providing engineering and land surveying services related to the 6000 Interchange Eastside Sewer Study 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 18th day of July, 2016 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 President Timothy Nugent, Trustees Timothy Boyce, Samuel Martin, Diane Dole, Todd Crockett, Joel Gesky, Wendell Phillips, and a total vote of 4.

Handwritten signature of Timothy O. Nugent, Village President.

ATTEST:

Handwritten signature of Alisa Blanchette, Village Clerk.

ENGINEERING AND LAND SURVEYING SERVICES AGREEMENT



This Agreement is made by and between:

The **CLIENT** Village of Manteno  
98 E. Third Street  
Manteno, IL 60950

whose representative is Mr. Bernie Thompson, Administrator

and **MG2A** M. Gingerich Gereaux and Associates  
240 N. Industrial Drive  
Bradley, IL 60915  
Ph.815.939.4921

whose representative is Mike Gingerich, Partner

This Agreement is made for professional engineering and land surveying services related to:

The **6000 Interchange Eastside Sewer Study**, which is commonly referred to as the **6000 Sewer Study** and is located in the vicinity of 1000 East Road and Bourbonnais Parkway of which the CLIENT provides various municipal services which include sanitary sewer service.

This agreement, which includes the following pages describing the rights and responsibilities of and mutual agreement by the CLIENT and MG2A, scope of work, provisions for compensation and payment, and general conditions and any attachments, constitutes the entire agreement and may only be amended by a written instrument signed by both the CLIENT and MG2A, has been made by:

|               |  |   |
|---------------|--|---|
| <b>CLIENT</b> | <br>Mayor Tim Nugent        | <br>Date |
| <b>MG2A</b>   | <br>Mike Gingerich, Partner | <br>Date |

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## **1. MG2A's RIGHTS AND RESPONSIBILITIES**

- 1.1. MG2A shall designate a principal in charge for the agreement. The CLIENT shall address all questions and concerns about this agreement and MG2A's performance to the designated principal in charge.
- 1.2. MG2A shall purchase and maintain worker's compensation, commercial general liability, business auto liability, and professional liability insurance coverage. MG2A shall furnish to CLIENT certificates demonstrating coverage if requested.
- 1.3. MG2A shall perform all of its services in conformity with the standards of reasonable care and skill of the profession.

## **2. CLIENT'S RIGHTS AND RESPONSIBILITIES**

- 2.1. The CLIENT shall designate a representative for the project who shall be the CLIENT's primary representative in the administration of this agreement. MG2A will report to this representative.
- 2.2. The CLIENT shall be responsible for providing various information related to their sanitary sewer collection and treatment facilities.
- 2.3. The CLIENT shall provide MG2A permission to access to sewer collection and treatment facilities and various data related to the operation of those facilities.
- 2.4. The CLIENT shall have the right to review and be provided a paper copy of all MG2A's submittals, documents, and data produced as part of the work.
- 2.5. The CLIENT may suspend or terminate this agreement upon written notice. MG2A shall be paid for services performed prior to the suspension or termination.

## **3. MUTUAL AGREEMENTS**

- 3.1. MG2A agrees to indemnify and hold harmless the CLIENT against any liabilities, damages and costs arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of services under this agreement, by the negligent acts, errors or omissions of MG2A subject to any limits of liability contained in this agreement.

The CLIENT agrees to indemnify and hold harmless MG2A, its partners, and employees from any liabilities, damages and costs arising out of the death or bodily injury to any person or the destruction or damage to any property, to the



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extent caused by the negligent acts, errors or omissions of the CLIENT or the CLIENT's contractors or consultants.

#### 4. SCOPE OF WORK & COMPENSATION

4.1. The cost based on actual work completed and material used shall not exceed the N.T.E. value listed for the following proposed scope of work is as follows:

##### 4.1.1. Planning Phase Services

4.1.1.1. Study T&M N.T.E. \$7,500

- 4.1.1.1.1. A brief description of the area and planned uses.
- 4.1.1.1.2. A map showing the study area. The map would show the interchange and improved 6000 N Road (see the proposed study area below).
- 4.1.1.1.3. A map showing an expanded area which would include areas to the east in order to show the IDC system.
- 4.1.1.1.4. A description of the current use and capacity of the village's sewer plant and IDC system.
- 4.1.1.1.5. Several maps presenting various sewer main network options. A connection to the IDC Plant will be included.
- 4.1.1.1.6. Several tables indicating the approximate cost of the various sewer main network's presented.
- 4.1.1.1.7. A discussion about how existing assets, such as, the village's sewer plant and IDC system may be used to support a range of potential sewer service needs in the study area.



**ATTACHMENT 1**

| <b>CLASSIFICATION</b>   | <b>HOURLY RATE</b> | <b>HOURLY OVERTIME RATE</b> |
|-------------------------|--------------------|-----------------------------|
| Principal Engineer P.E. | \$150.00           | \$150.00                    |
| Project Engineer P.E.   | \$110.00           | \$120.00                    |
| Senior Engineer P.E.    | \$110.00           | \$120.00                    |
| Engineer III P.E.       | \$ 90.00           | \$100.00                    |
| Engineer II B.S., P.E.I | \$ 80.00           | \$ 90.00                    |
| Engineer I B.S.         | \$ 70.00           | \$ 80.00                    |
| Field Engineer          | \$ 80.00           | \$ 90.00                    |
| Engineer's Assistant    | \$ 50.00           | \$ 50.00                    |
| Principal Surveyors PLS | \$120.00           | \$120.00                    |
| Surveyor                | \$ 80.00           | \$ 90.00                    |
| Surveyor's Assistant    | \$ 50.00           | \$ 50.00                    |
| CAD-GIS Operator        | \$ 80.00           | \$ 90.00                    |
| GIS Programmer          | \$ 80.00           | \$ 80.00                    |
| GIS Field Technician    | \$ 50.00           | \$ 50.00                    |
| GIS Data Technician     | \$ 50.00           | \$ 50.00                    |
| Project Manager         | \$110.00           | \$120.00                    |
| Manager's Assistant     | \$ 50.00           | \$ 50.00                    |

**MATERIAL, MILEAGE, AND COPY RATE SCHEDULE**

| <b>Material</b>     | <b>Copies</b> |              |             |
|---------------------|---------------|--------------|-------------|
| Lath \$0.40 ea.     | 1.5' x 2'     | pln. white   | \$5.00 ea.  |
| Stakes \$0.40 ea.   | 2' x 3'       | pln. white   | \$5.00 ea.  |
| PK Nails \$0.40 ea. | 2.5' x 3.5'   | pln. white   | \$7.00 ea.  |
| Re-bar \$2.50 ea.   | 3' x 4'       | pln. white   | \$7.00 ea.  |
|                     | 1.5' x 2'     | reproducible | \$20.00 ea. |
| <b>Miliage</b>      | 2' x 3'       | reproducible | \$20.00 ea. |
| Mileage \$0.48 mi.  | 2.5' x 3.5'   | reproducible | \$25.00 ea. |
|                     | 3' x 4'       | reproducible | \$25.00 ea. |

**Monument Records Recording Fee \$15.0**

**Equipment Fee**

|                       |          |
|-----------------------|----------|
| Robotic Total Station | \$20/ HR |
| GPS Station           | \$20/ HR |

