

RESOLUTION 16-23

A RESOLUTION OF THE VILLAGE OF MANTENO AUTHORIZING THE PURCHASE OF GIS/MAPPING SERVICES FROM ROBINSON ENGINEERING

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

That the proposal from Robinson Engineering for GIS/Mapping Services be in the same as hereby approved and which is attached as Exhibit "A" hereto and made a part hereof.

Section 2

This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

This resolution was adopted and filed in the office of the Village Clerk of the Village of Manteno this 17th day of January, 2017.

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			


ALISA BLANCHETTE, Village Clerk

APPROVED by me this 17th
day of January, 2017.


TIMOTHY O. NUGENT, Mayor



12/30/2016

Village of Manteno
98 East Third St
Manteno, IL 60950

Attn: Jim Hanley, Superintendent of Public Works

RE: Geographic Information System Proposal

Dear Mr. Hanley,

Per your request, we are pleased to submit this proposal for the following GIS/Mapping services. This proposal focuses on setting up infrastructure layers such that Village staff can start an in-house inventory process of all assets managed by the municipality.

Software:

ArcMap Desktop Basic v10.3.....	\$1,100
ArcGIS Online (5 Users) Annual Subscription (cloud servers).....	\$2,500
TerraSync GPS Device Software.....	\$1,295
GPS Pathfinder Office Desktop.....	\$1,700

GIS Data Model:

Geodatabase Setup.....	\$2,000
ArcGIS online Organizational Account setup and loading of existing GIS layers from County, State and Federal sources.....	\$2,000

WEB Map Creation

Sanitary Sewer.....	\$2,000
Storm Sewer.....	\$2,000
Municipal Trees.....	\$1,000
Street Signs.....	\$1,000
Service Requests.....	\$1,000

GIS Training and Troubleshooting (3 – 4Hr sessions)..... \$1,400

Total (not including option choices below)..... **\$18,995**



Options for GPS Units (GPS accuracy 1-3 feet)

New

Trimble Geo7x handheld (NMEA).....\$5,495

Trimble Geo7x handheld (Floodlight, NMEA).....\$6,995

Used (based on availability)

GeoXT 6000 Series Handheld

Sub-Meter, NO Floodlight, no warranty

PN: 89000-20D.....\$3,495.00

Geo 7x Series Handheld

Sub-Foot, With Floodlight & H-Star, warranty available

PN: 88181-04D.....\$6,356.00

1 Year Hardware Warranty Extension

PN: 47289-71.....Price: \$325.00

2 Year Hardware Warranty Extension

PN: 47289-72.....Price: \$450.00

Options for Field Tablets

New

Samsung.....\$500

Used (based on availability)

Samsung.....\$200 - \$300

The options above are estimated based on prior proposals and would need actual proposal requests to verify. A cellular data account is required for each tablet for live connectivity. Please circle the hardware options above that would fit your needs and if you are in agreement with this proposal please sign in the space. Once executed please return both signed documents.

If you have any questions concerning this proposal, please feel free to contact me at 708-225-8212.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Edward K. Rudd
GIS Manager

EKR/pc
Xc: Geoff Aggen

Accepted this _____ day of _____ 2016

By: _____
Signature

Printed Name, Title

Village of Manteno
Client

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any 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 REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any 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 REL'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, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

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

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL 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 REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. 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 - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL 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, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all 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 and sealed by REL 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 of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL'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, or 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 – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL 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 in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

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

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL 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 shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent 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 shall 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 REL 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 shall be for the sole and exclusive benefit of Client and REL 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 REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses 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 to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Date: _____