

ORDINANCE NO. 94-03

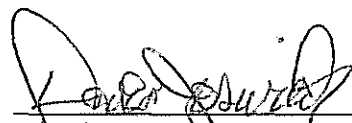
AN ORDINANCE APPROVING AN AGREEMENT WITH HYMANS
ENGINEERING, INC. FOR ENGINEERING SERVICES ON
PUMP STATION AND SYSTEM MONITORING UPGRADE

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Agreement with Hymans Engineering,
Inc attached hereto as exhibit A, is hereby approved. The total
amount of the contract shall not exceed \$11,500.

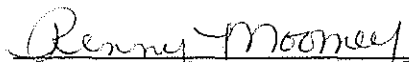
SECTION 2: The President is authorized and directed to sign
said Agreement on behalf of the Village. The Clerk is authorized
and directed to attest said Agreement on behalf of the Village.
The proper officers of the Village are authorized and directed to
implement said Agreement on behalf of the Village.

SECTION 3: This Ordinance is effective upon its passage and
approval.



Linda L. Roester, President - Mayor Pro Tem
Village of Chatham
DAVE JOSWIAK

ATTEST:



Penny Moomey, Village Clerk

AYES: 5

NAYS: 0

PASSED: 1-11-94

APPROVED: 1-11-94

ABSENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Village of Chatham, Village Office, 116 E. Mulberry, Chatham, IL 62629 located at hereinafter referred to as OWNER and Hymans Engineering, Inc. 1020 W. Lawrence, Springfield, IL 62704, hereinafter referred to as ENGINEER, is for Professional Engineering Services as described in this agreement.

SERVICES

Professional Engineering services desired by OWNER: Water system electrical and controls improvements.

ENGINEER agrees to provide the above indicated services desired by Owner and for which services OWNER agrees to compensate ENGINEER as hereinafter described in this agreement.

COMPENSATION

OWNER agrees to compensate ENGINEER for the above described services in accordance with the compensation method checked below:

XX Time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of the next calendar year following the date of this agreement.

Time and expense basis in accordance with Engineer's Payroll Costs times a multiplier of _____ plus reimbursable expenses*. Engineer's Payroll costs means salaries and wages paid to all Engineer's personnel engaged directly on the work plus the costs of customary and statutory benefits including, but not limited to, social security contributions, unemployment, worker's compensation, health, retirement, sick leave, vacation, holiday and incentive pay.

Lump sum amount of \$ _____.

The costs to Engineer for services rendered by sub-consultants or any other organization necessary to complete the project shall be reimbursed to the Engineer at the Engineer's actual costs for such services plus ten (10%) percent.

* Reimbursable expenses shall be the actual project direct and indirect expenses for any travel, lodging, subsistence, printing, supplies, and other miscellaneous costs associated with the completion of the project.

PAYMENT

Payment for services rendered by ENGINEER to OWNER shall be made by OWNER in accordance with ENGINEER's invoices. ENGINEER shall submit invoices to OWNER on a monthly basis and OWNER agrees to pay ENGINEER the amount due within 30 days of the issuance of the invoice by ENGINEER. The amount of the invoice by ENGINEER shall be the portion of the work performed and expenses incurred during the month for which the invoice is issued.

Late Payment: If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after issuance of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1 1/2% per month (annual rate of 18%) from said thirtieth day until time of payment. Further, OWNER will pay on demand all collection costs, legal expenses, and attorney's fees incurred or paid by ENGINEER in collecting payment, including interest, for services rendered.

The OWNER and ENGINEER further mutually agree:

Costs for services shall not exceed \$11,500.00 without prior written authorization from the Village of Chatham.

Scope of Work shall be as outlined in Attachment A of this document.

ACCEPTANCE

OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives, and assignees of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the Partners, successors, executors, administrators and legal representatives and said assigns of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party hereto. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

This Agreement is subject to the Terms and Conditions printed on the reserve side of this page.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 11th day of

Attachment "A"

Design services shall include:

1. Design of electrical upgrade of existing pump station at the Lake Springfield Bridge. This shall include design of electrical equipment removal and replacement with new equipment. This shall include motor starters, lighting panels, pump controls, lighting and wiring. Work does not include pump, motor or piping replacements.
2. Design of a new radio based telemetering system. System design shall include telemetering facilities for the Lake Bridge pumping station, elevated tank, Loami water pump station, and the master at the public works building. The system design will include expansion capability to allow for the installation of pressure monitoring stations at five locations in the Village water system.
3. Design of a new control and monitoring system. System design shall include design of flow monitoring facilities at the Lake Bridge pump station and the Loami water pump station; pump on/off monitoring of all pumps at the Lake Bridge pump station; remote control of pump #2 at the Lake Bridge Pump Station; elevated tank water level; ground storage reservoir water level; and system water pressure in the Village Hall area. Also included will be data logging facilities at the Public Works building which shall include multi-pen recorder and computer based interface with graphic software. All control and monitoring functions shall be designed to operate through a programmable controller (PLC) based system to allow for water system control even with computer failure.
4. Preparation of construction drawings (plans).
5. Preparation of construction specifications.
6. Preparation of project construction cost estimate.

Work does not include any construction related services (i.e. - shop drawing review, construction oversight, assistance during bidding, etc.)

HYMANS ENGINEERING, INC.
SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 1994

Rate Class	Classification	Rate
1	Principal of Firm	\$81.00 per hour
2	Project Manager	\$70.00 per hour
3	Senior Engineer	\$60.00 per hour
4	Engineer	\$52.00 per hour
5	Designer	\$43.00 per hour
6	Senior Engineering Technician	\$38.00 per hour
7	Engineering Technician	\$31.00 per hour
8	Clerical	\$31.00 per hour

To the total project manhour charges calculated at the above rates will be added the actual project direct and indirect expenses for any travel, subsistence, lodging, printing, supplies, and other miscellaneous costs directly associated with the completion of the project.

The costs to Engineer for services rendered by sub-consultants or any other organization necessary to complete the project shall be reimbursed to the Engineer at the Engineer's actual cost for such services plus ten (10%) percent.

For projects requiring overtime, the above charges will be adjusted to reflect the overtime premium costs.

The above Schedule of Hourly Charges is subject to change upon reasonable and proper notice. In any event this schedule will expire at midnight on December 31, 1994, to be superseded by a new schedule that becomes effective January 1, 1995.