

ORDINANCE NO. 94-13

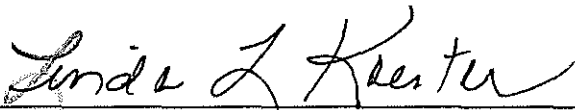
AN ORDINANCE APPROVING AN AGREEMENT WITH  
GREENE & BRADFORD, INC. FOR A WATER SYSTEM STUDY

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


SECTION 1: That certain Agreement with Greene & Bradford,  
Inc. attached hereto as exhibit A, is hereby approved.

SECTION 2: The Village Administrator is authorized and  
directed to sign 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. Koester, President  
Village of Chatham

ATTEST:

  
Penny Mooney, Village Clerk  
BARBARA Beckhaus Deputy Clerk

AYES: 4

NAYS: 0

ABSENT: 2

PASSED: Mar. 22, 1994

APPROVED: Mar. 22, 1994

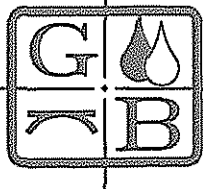


EXHIBIT A  
GREENE & BRADFORD, INC.

OF SPRINGFIELD  
CONSULTING ENGINEERS

3501 CONSTITUTION DRIVE  
SPRINGFIELD, ILLINOIS 62707  
(217) 793-8844  
(217) 793-6227 FAX

January 24, 1994

Mr. Del McCord  
Village of Chatham  
116 East Mulberry  
Chatham, IL 62629

RE: Village of Chatham  
Survey Control, Utility Base Maps, &  
Water System Analysis

Dear Del:

Please find attached the Engineering Agreement for the above mentioned project as per our discussion. If this agreement meets the approval of the Village, please sign in the appropriate places and return to me as soon as possible.

We should be able to schedule to begin the work on this agreement promptly after we receive the executed agreement.

If you have any questions, please feel free to contact me at our office.

Respectfully,  
GREENE & BRADFORD, INC.

  
Gary S. Kuntzman  
Technical Coordinator

Attachment

GSK/srf

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Village of Chatham located at 116 East Mulberry, Chatham, IL 62629 hereinafter referred to as OWNER, and Greene & Bradford, Inc. of Springfield, 3501 Constitution Drive, Springfield, IL 62707, hereinafter referred to as ENGINEER, is for Professional Engineering Services as described in this agreement.

### SERVICES

Professional Engineering services desired by OWNER:

Village of Chatham  
Base Map and Water Distribution System Study  
Greene & Bradford, Inc.  
January 24, 1994

1. **Base Map Preparation**

An accurate base map will be prepared so that the system components and lengths may be accurately determined. The base map should encompass a large enough area to plan for further expansion (20 year time frame) so that "what if" situations can be simulated with the model to determine shortfalls of the system and future needs. The following items will comprise the Base Map Preparation:

- a. Survey: Set permanent control monuments with horizontal coordinates.
- b. Provide a village overall map showing all control points, all streets and lots, Tax ID numbers and lot dimensions. Also provide individual maps per Sidwell layouts.
- c. Supply the Village copies of all work on computer disk.

2. **Water System on Base Map**

The complete Chatham Water System will be installed onto the Base Map. Hydrants, valving, pumps, storage tanks, feeds and cross-connections to other systems shall be shown. This will include all new subdivisions with approved final plats, regardless as to whether the construction is completed yet.

3. **System Inventory**

The existing system will be inventoried for incorporation into the computer model. The parameters required for the model include the length of the pipes, size of the pipes, material of the pipes, age of the pipes, locations of valves, locations of hydrants, pumps with their capacities, storage tank sizes with elevations, spot elevations at various points along the system, and any cross-connections to other systems.

4. **System Demands**  
Demands and usages for the system will be determined. These flows will be based upon historical records and proposed usages that may be known. These values will then be entered into the model for an initial computer run.
5. **Computer Modeling**  
A computer run will be performed utilizing existing system demands. The model produced will then be field verified to ensure accuracy of the data produced.
6. **Field Verification**  
Hydrant flow testing will then be performed at key locations within the Village. These results will be compared to the computer model results. Adjustments will be made to the parameters of the model to obtain results that are within acceptable limits.
7. **Simulation**  
Once the model has been verified and is producing acceptable data, case by case simulations will be performed. These situations may involve adding new demands for future subdivisions, fire flow analysis, pump-storage situations, adding additional service areas, additional storage tanks, or additional system feeds from the City of Springfield.
8. **Conclusions and Recommendations**  
The future scenarios will then be summarized for reference. Recommendations will also be made as to what improvements the village should be considering and how these projects should be prioritized and phased in to allow for continued development of the Village.
9. **Electrical System on Base Map**  
The complete Chatham Electrical System will be installed on the Base Map. The existing electrical map will be utilized as the basis for reference.
10. **Storm Sewer System on Base Map**  
All known storm sewer systems within the Village of Chatham will be placed onto the Base Map. Field data and historical data will be utilized for verification of map components.
11. **Sanitary Sewer System on Base Map**  
All known sanitary sewer systems within the Village of Chatham will be placed onto the Base Map. Field data and historical data will be utilized for verification of map components.

ENGINEER agrees to provide the above-indicated services desired by OWNER and at the times specified by the ~~OWNER~~ for which services OWNER agrees to compensate ENGINEER as hereinafter described in this agreement.

Village Board

## COMPENSATION

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

\_\_\_\_\_ 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 Actual Payroll Costs times a multiplier of 1.4394 plus reimbursable expenses\*. Engineer's Actual Payroll Costs means actual salaries paid to all Engineer's personnel engaged directly on the work.

X  Lump sum amount of \$83,700.00\*\*

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

\*\* NOTE: Item No. 9 - Electrical System on Base Map will actually be performed on an hourly basis.

## 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 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.

**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 following pages.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 22 day of MARCH, 1994.

OWNER:  
Village of Chatham  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER: GREENE & BRADFORD, INC.  
Joseph L. Greene  
Partner

Lynne L. Keester  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
G&BI Job Number

**GREENE & BRADFORD, INC. OF SPRINGFIELD**  
**Terms and Conditions**

1. **Warranty**

In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty expressed or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.

2. **Limitation of Liability**

The OWNER agrees to limit the Engineer's liability to the Owner and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed the Engineer's total fee for services rendered on this work.

3. **Reuse of Documents**

All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom.

4. **Termination**

This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, the Engineer shall be compensated by the OWNER for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the Engineer's files in order and/or to protect its professional reputation.

5. **Parties to the Agreement**

The services to be performed by the Engineer under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Engineer toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

6. **Authority and Responsibility**

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act. Further the Engineer shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

7. **Estimates of Cost**

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.



# SCHEDULE OF CONSULTING SERVICES FEES AND CHARGES

Effective January 1, 1994

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Classification	Rate Per Hour
Principal Engineer* .....	\$85.00/65.00
Associate Engineer .....	\$62.00
Senior Engineer .....	\$60.00
Project Engineer .....	\$55.00
Design Engineer .....	\$42.00
Field Engineer (Construction) .....	\$40.00
Computer Design Drafting .....	\$50.00
Computer Aided Drafting .....	\$40.00
Survey Crew (3 man) .....	\$105.00
Survey Crew (2 man) .....	\$80.00
Land Surveyor (Registered) .....	\$55.00
Survey Crew Chief .....	\$40.00
Design Technician .....	\$40.00
Senior Technician .....	\$36.00
Technician .....	\$30.00
Draftperson .....	\$25.00
Nuclear Testing .....	\$50.00
Secretarial .....	\$27.00

\*Principal Engineer rates are based upon the specific tasks of the Engineer. Administration and review tasks requiring greater engineering skills and experience will be at the higher rate. Typical design and standard tasks not requiring high level experience will be at the lesser rate.

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

Costs incurred by Engineer for services rendered by sub-consultants or any other entities toward completion of the project shall be reimbursed to the Engineer at the Engineer's invoiced cost for such services plus ten (10%) percent.

The above charges will be adjusted to reflect the overtime premium costs for projects requiring overtime.

The above Schedule of Hourly Fees is subject to change. This schedule will expire at midnight on December 31, 1994, to be superseded by a new schedule that becomes effective January 1, 1995.

**VILLAGE OF CHATHAM**  
**Base Map and Water Distribution System Study**  
**Cost Breakdown**

Item No.

1. Survey Control and Base Map Preparation .....	\$12,000.00
2. Water System on Base Map .....	16,000.00
3. System Inventory .....	6,500.00
4. System Demands .....	5,800.00
5. Computer Modeling .....	8,400.00
6. Field Verification .....	4,400.00
7. Simulation .....	5,800.00
8. Conclusions and Recommendations .....	3,000.00
9. Electrical System on Base Map* .....	3,000.00
10. Storm Sewer System on Base Map .....	8,100.00
11. Sanitary Sewer System on Base Map .....	<u>9,900.00</u>
<b>Total Project Cost .....</b>	<b><u>\$83,700.00</u></b>

*\*All work relating to Item No. 9 will actually be performed on an hourly basis*