

ORDINANCE NO. 94-21


AN ORDINANCE APPROVING AN AGREEMENT
WITH CLARK DIETZ, INC. FOR ELECTRICAL ENGINEERING SERVICES

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


SECTION 1: That certain Agreement with Clark Dietz, Inc.
attached hereto as exhibit A, is hereby approved.

SECTION 2: The Administrator 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. Koester, President
Village of Chatham

ATTEST:


Penny Moomey, Village Clerk

AYES: 5

NAYS: 0

PASSED: 4-26-94

APPROVED: 4-26-94

ABSENT: 1

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT, made the 26 day of APRIL, 1994 between the Village of Chatham, Illinois, herein referred to as the MUNICIPALITY, and the firm of CLARK DIETZ, INC., Champaign, Illinois, herein referred to as the ENGINEER.

WITNESSETH: The MUNICIPALITY hereby retains the ENGINEER to provide engineering services for the operation and maintenance of electric utilities.

NOW THEREFORE, the MUNICIPALITY and ENGINEER for the considerations hereinafter named agree as follows:

- I. The ENGINEER agrees to make available to the MUNICIPALITY sufficient personnel with appropriate skills to accomplish all efforts as may be required in connection with electric utility projects excluding routine maintenance and matters where such services are not needed. The ENGINEER agrees to fulfill the MUNICIPALITY'S needs on reasonable time schedules based on the urgency of the requirement. The MUNICIPALITY agrees that the ENGINEER will be its principal consultant and advisor in regard to electric utilities and further agrees to make available such pertinent information and assistance as it may have available.
- II.
 - A. The ENGINEER shall consult with and advise the MUNICIPALITY regarding electric utility facilities.
 - B. The ENGINEER shall prepare reports, studies, evaluations, inspections, etc. as may be required and shall assist the MUNICIPALITY in maintaining contact with appropriate regulatory agencies as may be necessary to fulfill the MUNICIPALITY'S responsibility to meet applicable regulations, rules and laws regarding electric utilities.
 - C. The ENGINEER shall advise the MUNICIPALITY of financial assistance available under State and/or Federal programs, shall prepare or shall assist in preparing and file applications and other necessary documents to qualify the MUNICIPALITY for such assistance and shall provide all engineering services required to fulfill the conditions of all such assistance offered to and accepted by the MUNICIPALITY.

- III. The MUNICIPALITY agrees to reimburse the ENGINEER for services requested by the MUNICIPALITY as follows:
- A. Engineering services where the estimated upper limit of compensation does not exceed fifteen thousand dollars (\$15,000.00) shall not require a separate supplemental agreement and authorization shall be by Purchase Order signed by the Village Administrator.
 - B. Engineering services where the estimated upper limit exceeds fifteen thousand dollars (\$15,000.00) shall require that the specific scope of engineering services requested by the MUNICIPALITY and the upper limit of compensation reimbursed to the ENGINEER for those services be specified in a supplemental agreement which shall be executed individually for each project.
 - C. Reimbursement to the ENGINEER will be payroll cost of the individuals involved times 2.03 (which includes allowance for overhead, indirect costs and profit). Travel and other out-of-pocket expenses will be paid for at actual cost plus 10% to cover administrative expenses. "Payroll Costs" as used herein are defined as those costs which are connected with the conditions of employment and pay of the employees directly engaged on the project and include social security, pensions and similar items. This fee shall be billed and paid monthly.
- IV. The terms of this Agreement shall be mutually reviewed by both parties involved, the MUNICIPALITY and the ENGINEER, on April 30, 1996 and every four years thereafter. Termination of this contract shall be accomplished by written notification. Upon such termination, the ENGINEER shall cause to be delivered to the MUNICIPALITY all reproducible drawings, specifications, partial and completed estimates of cost, all surface and sub-surface surveys or reports, all maps, calculations and correspondence with the understanding that all such material becomes the property of the MUNICIPALITY. The ENGINEER shall be paid for all costs, payroll and out-of-pocket, as specified above, associated with work performed for the MUNICIPALITY up to the time of termination including termination costs. Termination costs are those directly related to obtaining, organizing and delivering to the MUNICIPALITY those items called for above.

V. The MUNICIPALITY and the ENGINEER each binds itself, its successors, executors, administrators and assigns to the other part of this Agreement and to the successors, executors and administrators of such other party in respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove set forth.

MUNICIPALITY
Village of Chatham, Illinois

By: _____

ATTEST:

By: _____

Approved by the Village of Chatham, Illinois,
Board of Trustees on date of

ENGINEER
Clark Dietz, Inc.

By: *Michael*

ATTEST:

By: *Patricia Comed Smith*

CLARK DIETZ, INC.
SCHEDULE OF DIRECT PAYROLL RATES
 EFFECTIVE JANUARY 1, 1994

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
President, Executive Vice President	67.50	
Dept. Manager, Project Director, Sr. Project Manager	48.00	54.00
Project Manager, Staff Architect, Construction Manager	37.50	48.00
Project Engineer, Project Architect, Asst. Project Manager	31.50	37.50
Senior Engineer, Senior Architect	25.50	31.50
Engineer, Architect, Sr. Designer	22.00	28.50
Designer, Senior Drafter, Senior CADD Operator	24.00	30.00
Drafter, CADD Operator	19.50	25.50
Field Engineer, Field Inspector, Surveyor	21.00	30.00
Engineering Assistant	11.50	21.00
Estimator, Specification Writer	22.50	27.50
Word Processor, Secretary, Clerical, Accounting	12.00	24.00

Notes:

This schedule covers most of our employees. Some changes in job titles and payroll rates may occur due to employee changes. Payroll rate subject to change on anniversary date of hire.

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than three months after the date of this schedule.

Rates include actual salaries or wages paid to employees of the Consultant, plus payroll taxes, FICA, Worker's Compensation insurance, and other customary and mandatory

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove set forth.

MUNICIPALITY
Village of Chatham, Illinois

By: Linda Kester

ATTEST:

By: _____

Approved by the Village of Chatham, Illinois,
Board of Trustees on date of

ENGINEER
Clark Dietz, Inc.

By: W. M. Kueverich

ATTEST:

By: Laticia Conal Smith

CLARK DIETZ, INC.
SCHEDULE OF DIRECT PAYROLL RATES
 EFFECTIVE JANUARY 1, 1994

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
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