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SUBM

RESOLUTION NO. 10-16

A RESOLUTION CONFIRMING THE SELECTION OF CRAWFORD, MURPHY & TILLY AS THE ENGINEERING FIRM FOR THE VILLAGE OF CHATHAM

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, in 2015, the Village began the process of selecting a new Village engineer pursuant to the Local Government Professional Services Selection Act (“Act”); and,

WHEREAS, pursuant to the Act, a request for qualifications was issued and several submissions were received and reviewed by the Village; and,

WHEREAS, as part of the process for determining the engineering firm with the highest qualifications and most preferred to meet the needs of the Village, the review process incorporated both staff and the Village Board; and

WHEREAS, upon the narrowing of the interested engineering firms to the top five and after presentations at a public meeting by each of the five top engineering firms, the Village Board scored Crawford, Murphy & Tilly, Inc. (“CM&T”) as the most qualified and preferred for the needs of the Village;

WHEREAS, upon ranking CM&T as the top engineering firm, contractual terms were discussed with the Village and the Village now desires to officially appoint CM&T as its new engineering firm and approve a contract for said services; and

WHEREAS, the Village President and Board of Trustees find it in the best interests of the Village to enter the proposed agreement for engineering services with CM&T.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Selection of Engineer. The Village President and Village Board of Trustees hereby select Crawford, Murphy & Tilly, Inc. as the engineer for the Village of Chatham and approves the Standard Agreement for Professional Services, attached as Exhibit A, and authorizes the Village President to execute said agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 8 day of March, 2016, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
KEN BOYLE, JR.			✓	
MARK CLAYTON	✓			
DAVID KIMSEY	✓			
NINA LINDHORST	✓			
MATT MAU	✓			
JOE SCHATTEMAN	✓			
THOMAS S. GRAY				
TOTAL	5		1	

APPROVED by the President of the Village of Chatham, Illinois this 8 day of March, 2016.


 Thomas S. Gray, Village President

Attest:


 Pat Schad, Village Clerk

EXHIBIT A

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the Village of Chatham, whose address is 116 East Mulberry Street, Chatham IL, 62629 hereinafter called the CLIENT and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the ENGINEER.

WITNESSETH, that whereas the CLIENT desires the following described professional engineering or land surveying services:

Professional engineering and land surveying services for the calendar year 2016. Specific project scope, tasks, budget and schedule will be established via an Engineering Services Work Order (sample attached). General engineering services for 2016, such as attending board meetings, committee meetings and responding to inquiries from the Village Manager, for which there is no detailed scope of services, are included in Work Order 16-1.

NOW THEREFORE, the ENGINEER agrees to provide the above described services and the CLIENT agrees to compensate the ENGINEER for these services in the manner checked below:

[X] On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

[] At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER.

IT IS FURTHER MUTUALLY AGREED:

The ENGINEER shall submit an estimate of the cost of engineering services for each Engineering Services Work Order and the ENGINEER shall notify the CLIENT when the engineering fee is approaching the estimate. The ENGINEER shall not invoice costs that exceed the estimate without additional authorization from the CLIENT. If the ENGINEER recognizes a change in the project scope or is directed by the CLIENT to modify the scope of services, the ENGINEER shall request an amendment to the Engineering Services Work Order from the CLIENT.

The CLIENT shall authorize the ENGINEER to proceed with the work assignment.

The ENGINEER shall submit an itemized breakdown of general engineering services rendered to the CLIENT with each monthly invoice.

The ENGINEER shall prepare a separate Preliminary Engineering Services Agreement in accordance with Illinois Department of Transportation regulations for Motor Fuel Tax (MFT) projects.

Work Order 16-1 shall provide the ENGINEER compensation for general engineering services requested by the CLIENT from time to time throughout 2016.

The CLIENT and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer any part of his interest in this AGREEMENT without the written consent of the other party hereto. This AGREEMENT, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This AGREEMENT is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 23rd day of February, 2016.

CLIENT:

ENGINEER:

VILLAGE OF CHATHAM

CRAWFORD, MURPHY & TILLY, INC.

(Client Name)

Stu K Schroll

(Signature)

(Signature)

Tom Gray, Village President

Steven K. Schroll, Vice President

(Name and Title)

(Name and Title)

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

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

2. Reuse of Document

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 **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Nothing herein, however, shall limit the **CLIENT'S** right to use the documents for municipal purposes, including but not limited to the **CLIENT'S** right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction as a form of reference. **ENGINEER** further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

3. Termination

This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client 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.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. 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.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, except for acts caused by **ENGINEER'S** own negligence, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of **ENGINEER'S** compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed the limits of **ENGINEER'S** applicable insurance limits as set forth in Section 9 below.

8. Risk Allocation

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the limits of **ENGINEER'S** applicable insurance limits as set forth in Section 9 below.

9. Insurance

ENGINEER shall maintain an errors and omissions policy in the amount of \$1,000,000.00 per occurrence and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00 per occurrence and umbrella coverage in at least \$2,000,000. Certificates of insurance shall be provided to **CLIENT** and **CLIENT** shall be named as an additional insured under the policy.

STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2016

Classification	Rate Per Hour
Principal	\$ 195
Senior Project Engineer/Manager	\$ 185
Project Engineer/Manager/Architect	\$ 155
Senior Engineer/Architect	\$ 130
Senior Technical Manager	\$ 120
Senior Planner/GIS Specialist	\$ 110
Engineer/Architect	\$ 110
Planner/Technical Manager	\$ 80
Land Surveyor	\$ 130
Senior Technician	\$ 115
Technician II	\$ 95
Technician I	\$ 75
Administrative Assistant/Accountant	\$ 50

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2017.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, or other similar specialized equipment are used directly on assignments.

Professional or Sub-consultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

**Village of Chatham
2016 Engineering Services Work Order
CMT WORK ORDER 16-X**

SAMPLE

Date: _____	Name: _____
Project Description: _____	
Services Required:	
1. _____	
2. _____	
Time Schedule: Work will begin upon receipt of this executed Engineering Services Work Order and will be completed within _____ calendar days and submitted for appropriate review and approval.	
Compensation: Compensation for the services provided under this Engineering Services Work Order will be in accordance with the provisions of the Retainer Contract. The compensation for the above services, including reimbursable expenses, will be invoiced as the work is performed. It is estimated that the compensation for the above services, including reimbursable expenses, will not exceed \$ _____ (See Exhibit A).	
Approval and Notice to Proceed:	
Village of Chatham	Crawford, Murphy & Tilly, Inc.
By: _____	By: _____
Title: <u>Village President</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____
Chatham Work Order No. <u>16-X</u>	
Notice To Proceed Date: _____ CMT Project No. <u>XXX-XX-XX</u>	
Services provided under this Work Order shall be in accordance with the Agreement for Professional Services dated <u>February 23, 2016</u> for general engineering services in 2016.	

**Village of Chatham
Engineering Services Work Order 16-1**

Date: <u>February 23, 2016</u>	Name: <u>2016 General Engineering Services</u>
Project Description: <u>Attending Village Board meetings, Committee meetings, Plan Commission Meetings, responding to requests and providing technical assistance when requested by the Village Board and / or Village Manager.</u>	
Services Required:	
<ol style="list-style-type: none"> 1. <u>Attend Village Board meetings as requested by the Village Manager to provide an update on current projects.</u> 2. <u>Attend Special Board and / or committee meetings as requested by the Village Board.</u> 3. <u>Provide general technical assistance outside of Village Board meetings as requested by the Village Board and / or Village Manager.</u> 	
Time Schedule:	
<u>Work will be performed on a timely basis or as requested by the Village Board and / or Village Manager deem necessary.</u>	
Compensation:	
<u>Compensation for the services provided under this Engineering Services Work Order will be in accordance with the provisions of the Retainer Contract (Agreement for Professional Services). The compensation for the above services, including reimbursable expenses, will be invoiced monthly as the work is performed. Detailed descriptions of the work performed will be provided on the monthly invoices. The anticipated upper limit of the services under this Work Order will be \$XX,000, unless authorized by amended work order.</u>	
Approval and Notice to Proceed:	
Village of Chatham	Crawford, Murphy & Tilly, Inc.
By: _____	By: _____
Tom Gray	Jim Michael, PE
Title: <u>Village President</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____
Chatham Work Order No. <u>16-1</u>	CMT Project No. <u>xxx-xx-xx</u>
Notice To Proceed Date: _____	
<u>Services provided under this Work Order shall be in accordance with the Agreement for Professional Services dated February 23, 2016 for 2016 general engineering services and the attached Schedule of Hourly Charges.</u>	