

AGREEMENT FOR ENGINEERING SERVICES

BETWEEN PALATINE TOWNSHIP

AND

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

THIS AGREEMENT, made as of the 30 day of August, in the year Two Thousand Sixteen by and between the Palatine Township, Illinois (hereinafter called the TOWNSHIP) and Rezek, Henry, Meisenheimer and Gende, Inc., Mundelein, Illinois (hereinafter called the ENGINEER).

WITNESSETH, THAT WHEREAS the TOWNSHIP intends to retain the ENGINEER to serve as the Township Engineer and to provide Professional Engineering Services as directed and authorized by the TOWNSHIP.

NOW, THEREFORE, the TOWNSHIP and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION I - SERVICES OF THE ENGINEER

1.1. General

1.1.1. The ENGINEER agrees to perform professional services as hereinafter stated.

1.1.2. The ENGINEER will serve as the TOWNSHIP's professional engineering representative and will give consultation and advice to the TOWNSHIP during the performance of his services.

1.2. Engineering Services

Engineering services shall be provided as directed and authorized by the TOWNSHIP. Engineering services may include, but are not limited to:

1.2.1. Perform TOWNSHIP Engineer Services as outlined in the attached Exhibit A.

1.2.2. Attendance at TOWNSHIP Board Meetings, Committee Meetings, Staff Meetings, and other meetings as directed.

SECTION 2 - ADDITIONAL SERVICES

2.1. General

If authorized by the TOWNSHIP, the ENGINEER will furnish, or obtain from others, additional services of the following types:

2.1.1. Wetlands and environmental consulting services

- 2.1.2. Geotechnical consulting services.
- 2.1.3. Construction materials testing services.
- 2.1.4. Review of legal documents from an engineering perspective, including easement, annexation, development, intergovernmental, service (water or sanitary) and recapture agreements, etc.
- 2.1.5. Serving as an expert witness or providing expert testimony or affidavits.
- 2.1.6. Other consultation services as directed by the TOWNSHIP.

SECTION 3 - THE TOWNSHIP'S RESPONSIBILITY

The TOWNSHIP will:

- 3.1. Provide full information and cooperation to the ENGINEER as to his requirements on any authorized service.
 - 3.1.1. Assist the ENGINEER by placing at his disposal all available information pertinent to the project of interest.
 - 3.1.2. Make good faith efforts to provide access to, and make all provisions for, the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
 - 3.1.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
 - 3.1.4. Provide such legal, accounting and insurance counseling services as may be required by the TOWNSHIP for services covered by this AGREEMENT.
 - 3.1.5. Designate in writing a person to act as TOWNSHIP's representative with respect to the work to be performed under this AGREEMENT; and such person shall have complete authority to transmit instructions, receive information, interpret and define TOWNSHIP's policies and decisions with respect to the work covered by this AGREEMENT.

SECTION 4 - PAYMENTS TO THE ENGINEER

- 4.1. The TOWNSHIP will pay the ENGINEER for basic services performed under Section 1 and for additional services performed under Section 2 on an hourly rate basis using the following two tier rate schedule:

Classification	Hourly Billing Rate A	Hourly Billing Rate B
Principal I	168.00	184.80
Principal II	142.50	156.75
Senior Engineer I	140.00	154.00
Senior Engineer II	130.00	143.00
Engineer I	125.00	137.50
Engineer II	115.00	126.50
Engineer III	105.00	115.50
Senior Field Representative	105.00	115.50
Junior Engineer I	100.00	110.00
Field Representative	90.00	99.00
Senior Drafter/Technician	90.00	99.00
Junior Engineer II	90.00	99.00
Drafter/Technician	80.00	88.00
Junior Engineer III	80.00	88.00
Junior Field Representative	75.00	82.50
Junior Drafter	70.00	77.00
Junior Technician	60.00	66.00
Clerical	50.00	55.00
Summer Intern	40.00	44.00

Hourly Billing Rate A would be applied to TOWNSHIP funded projects as well as to individual residential lot owner funded projects.

Hourly Billing Rate B would be applied to developer funded projects. A developer is defined as a commercial lot owner/developer or a residential subdivision or P.U.D. developer.

- 4.2. Direct expenses such as postage, reproduction costs, and mileage will be billed at cost.
- 4.3. A not-to-exceed fee limit will be established for specific defined scope projects.
- 4.4. Payments for engineering services and reimbursable expenses shall be made within 30 days after presentation of the ENGINEER's detailed statement.

SECTION 5- PERIOD OF SERVICE

- 5.1. The term of this Contract shall extend for a duration as determined by the TOWNSHIP.
- 5.2. The Contract may be extended as desired by the TOWNSHIP and ENGINEER.

SECTION 6 - GENERAL CONDITIONS

6.1. Termination

This AGREEMENT may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this AGREEMENT

is terminated due to the TOWNSHIP's substantial failure to perform, the ENGINEER shall be paid for labor and expenses incurred to date as provided in Section 3.

6.2. Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts from claims for bodily injury, death, or property damage which may arise from the performance of his services under this AGREEMENT. The ENGINEER shall also secure and maintain professional liability insurance.

6.3. Successors and Assigns

The TOWNSHIP and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT; except as above, neither the TOWNSHIP nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the TOWNSHIP and the ENGINEER.

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

TOWNSHIP:

PALATINE TOWNSHIP

BY: 

ATTEST: 

ENGINEER:

REZEK, HENRY, MEISENHEIMER AND
GENDE, INC.

BY: 

WITNESS: 

EXHIBIT A
SCOPE OF SERVICES

The Township Engineer shall hold and maintain an Illinois License and Registration for Engineering and provide any and all necessary Engineering services to the Township on an as needed basis. Said Engineering services shall include but not be limited to general consulting, review of sanitary sewers within the Township, coordination with Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), reporting, planning, and ordinance interpretation within the Township. The following scope of services provides a summary of the typical Engineering services to be provided. Additional Engineering services will be provided as directed by the Township.

Sanitary Sewer Collection System Services

1. Township Engineer shall provide general review of the existing sewer system, including review of location of the sewers relative to the township boundaries and coordination with adjacent municipalities. Township Engineer shall also review the system with respect to Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) permitting requirements.
2. Coordinate televising, cleaning, and repair activities to facilitate compliance with MWRDGC requirements.
3. Coordinate with Township and other local municipalities to facilitate transfer of ownership of sewers within the corporate limits of another municipality.

Engineering Services For Township Infrastructure Projects

4. Township Engineer shall provide professional engineering services for the design and construction of engineering improvements funded through the Township's Town Fund and/or Capital Improvement Fund, as well as other improvement projects as directed by the Township Administrator and/or the Township Supervisor.
5. Township Engineer shall provide professional engineering services for wastewater system analysis and improvements as directed by the Township Administrator and/or the Township Supervisor.
6. Township Engineer shall provide other professional engineering services as directed by the Township Administrator and/or the Township Supervisor.
7. Review necessary IEPA Sewer Permits, MWRD Permits and Regulations, IDNR Endangered Species, Illinois Historic Preservation and IEPA Notice of Intent (NOI) Permits, review wetland and other permits as required.

General Engineering Services

8. Prepare Request for Proposals (RFP) to solicit engineering services for specific more specialized projects. The Township Engineer will coordinate the selection of the most qualified engineering firm and coordinate the activities of the selected firm on behalf of the Township.
9. Attend regularly scheduled meetings as requested by the Township Staff to represent the Township on Engineering topics, to report on the status and schedule of Engineering projects and receive direction from the Township Administrator and/or the Township Supervisor..
10. Identify and prepare grant applications to seek funding for Township infrastructure improvements as directed by the Township Administrator and/or the Township Supervisor..
11. Provide utility mapping and GIS support.

Record Keeping

12. At the completion of each specific project, the Township Engineer shall transfer electronic copies of all project records to the Township.
13. Annually, prior to reappointment of the Township Engineer, Township Engineer shall transfer to the Township electronic copies of all general correspondence and records related Township Engineering Services for the previous twelve month period.1