

RESOLUTION 2019-22 Approved: September 3, 2019

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN AGREEMENT WITH LINTECH ENGINEERING, INC. FOR ENGINEERING SERVICES.

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, Village has determined that it is to its advantage and best interest of the Village to avail itself of the services of Lintech Engineering, Inc., in connection with its Engineering Services; and,

WHEREAS, Lintech Engineering, Inc., is desirous of performing Engineering services for the Village; and,

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

- Section 1.** The Village President or a designee is hereby directed to sign the attached agreement with Lintech Engineering, Inc. for Engineering Services.
- Section 2.** This Agreement shall expire on November 30, 2020, unless extended in writing by the Village of Maple Park.
- Section 3.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on September 3, 2019.

Ayes: Dries, Harris, Higgins, Rebone, Ward

Nays: None

Absent: Fahnestock



Kathleen Curtis

Kathleen Curtis, Village President

Elizabeth Peerboom

Elizabeth Peerboom, Village Clerk

**VILLAGE OF MAPLE PARK
ENGINEERING SERVICES AGREEMENT**

This Agreement is made as of September 3, 2019 between the Village of Maple Park (Client) and Lintech Engineering, Inc. (Engineer).

Client and Lintech Engineering, Inc. agree:

1. **Scope of Services** – Lintech Engineering, Inc. shall perform engineering services as stated in Exhibit A.
2. **Compensation and Rates** – Client shall compensate Lintech Engineering, Inc. for services as stated in Exhibit B.
3. **Terms and Conditions** – Lintech Engineering, Inc. shall provide engineering services in accordance with the terms and conditions stated in Exhibit C.
4. **Term of Agreement** – This agreement shall expire on November 30, 2020, unless extended in writing by the Village of Maple Park.
5. Client shall provide for payment from one or more lawful sources of all sums to be paid to Lintech Engineering, Inc.
6. The following sections are attached to and made part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation and Rates
Exhibit C – Standard Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LINTECH ENGINEERING, INC.

VILLAGE OF MAPLE PARK

Jeremy C. Lin, P.E., BCEE
President

Kathy Curtis
Kathy Curtis
Village President

Attest

Elizabeth Peerboom
Elizabeth Peerboom
Village Clerk

Address:
720 Industrial Dr, Unit 104
Cary, IL 60013

Address:
P.O. Box 220
302 Willow Street
Maple Park, IL 60151



Exhibit A - Scope of Services

- General Consulting
 - Meeting attendance
 - Board presentations
 - Facility planning
 - Engineering reports and analysis
 - Loan and grant assistance
 - Project budgeting
 - Project bidding
 - Ordinance development and review
 - User charge systems
 - TIF engineering analysis
 - Developer negotiation, impact fees
- Review services
 - Commercial development review
 - Subdivision review
 - Conceptual planning
 - Preliminary and final plats
 - Stormwater pollution prevention review
 - Annexation agreement
- Design services
 - Site plan and grading
 - Subdivision design and roadways
 - Water and sewer infrastructure
 - Lift stations
 - Treatment plants
 - Stormwater and detention facilities
 - Soil and erosion control
 - Coordination with surveyor
- Construction services
 - Construction observations and reporting
 - Pay request review
 - Material testing
 - Project closeout and punchlist
 - Project and facility startup
 - Roadway inspection
 - Soil and erosion control inspection

Exhibit B - Compensation

1. Schedule of Rates

<u>Category</u>	<u>Hourly Rate</u>
Engineer	\$85.00
CADD Technician	\$75.00
Field Services	\$75.00
Administrative	\$50.00

The hourly rate is charged for actual consulting/engineering work and duration of meetings. No time is charged for travel time to and from the Village.

2. Negotiated Lump Sum

Certain projects may be performed or proposed to be lump sum payments. In these cases, a proposal identifying the scope and lump sum price will be presented to the Village for approval before any work is started.

3. Sub-Consultants

Whenever a sub-consultant is required for a project or consulting, a separate proposal for their services will be presented for Village approval. Engineer subcontract with the sub-consultant and pass the invoices through to the Village for payment.

4. Reimbursable Expenses

<u>Category</u>	<u>Rate</u>
Copies and Plans for Village use	No charge
Phone & Fax	No charge
Out of town travel	Actual costs

Exhibit C – Standard Terms and Conditions

Client Responsibilities

Client shall provide criteria and requirements for the project including objectives and constraints, design and construction standards, and budgetary requirements.

Client agrees to provide Lintech Engineering, Inc. with all the existing available information pertinent to the project in which Lintech Engineering, Inc. shall be entitled to use and rely upon. Such information may include, but not limited to, existing studies and reports, plat of survey and legal descriptions, copies of permits, site information, and other pertinent data.

Client shall arrange for safe access to and make all provisions for Lintech Engineering, Inc. to enter upon public and private property as required for Lintech Engineering, Inc. to perform services under this agreement.

Obtain all approvals, consents, and permits necessary for project. Client shall be responsible for paying all application and permit fees and bear any incidental costs related to the project.

Payment & Billing

Lintech Engineering, Inc. shall submit a monthly invoice for services rendered and reimbursable expenses occurred. Payment shall be due upon receipt of invoice.

The Client shall pay Lintech Engineering, Inc. for all additional services requested which are not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by Client.

Insurance & Indemnification

Throughout the duration of the project, Lintech Engineering, Inc. shall procure and maintain the following insurance:

<u>Liability</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Limits
General Liability	Per Claim: \$2,000,000 Aggregate: \$2,000,000
Automobile Liability	Combined Single Limit: \$1,000,000
Excess Umbrella Liability	Per Claim and Aggregate: \$3,000,000
Professional Liability	Per Claim and Aggregate: \$2,000,000

Lintech Engineering, Inc. shall indemnify and hold harmless Client from and against all claims, losses, damage, injury or liability arising directly from the negligent acts or omissions of employees, agent and subcontractors of Lintech Engineering, Inc.. Client shall indemnify and hold harmless Lintech Engineering, Inc. from and against all claims, losses, damage, injury or liability arising directly from the negligent acts or omissions of employees, agent and subcontractors of Client. In addition, client shall indemnify and hold harmless Lintech Engineering, Inc. from and against all claims, losses, damages, injury or liability arising out of or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site if Client is knowledgeable of the presence of same at the time of work on project.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Lintech Engineering, Inc. on account of any design defect, error, omission, or professional negligence to actual damages proximately resulting directly from such negligence. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Lintech Engineering, Inc.'s cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Service Considerations

Lintech Engineering, Inc. is responsible for the quality, technical accuracy, timely completion, and coordination of all professional services furnished under this agreement with the same skill and judgment which can be reasonably expected from similarly situated professionals. Lintech Engineering, Inc. shall not be responsible for delays due to factors beyond its control.

Either party may at any time, upon ten days prior written notice to the other party, terminate this agreement. Upon such termination, Client shall pay all amounts owing to Lintech Engineering, Inc. for all work performed up to the effective date of termination, including reimbursable expenses.

Warranty

Lintech Engineering, Inc. makes no warranties, expressed or implied, under this Agreement or otherwise in connection with Lintech Engineering, Inc.'s services. Lintech Engineering, Inc. shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' failure to perform according to contract documents.

Ownership & Reuse of Documents

All documents including electronic data and media prepared Lintech Engineering, Inc. are instruments of service, belonging to Client upon payment for same, but Lintech Engineering, Inc. retains ownership of all copyrights. Client may retain copies for reference, but reuse on another project without Lintech Engineering, Inc.'s written consent is prohibited. Said items are not intended to be suitable for completion of a particular project by others.

Any furnishings of additional copies and verification or adaptation of the documents and electronic media will entitle Lintech Engineering, Inc. to claim and receive additional compensation from the Client.

Opinion of Probable Cost

"Construction cost" means total cost of entire project to Client, except for Lintech Engineering, Inc.'s compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are Client's responsibility as provided in this Agreement.

Engineer's opinion of probable cost provided for herein are to be made on the basis of Lintech Engineering Inc.'s experience and qualifications, and represent our best judgment as an experienced and qualified professional generally familiar with the industry. However, since Lintech Engineering, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, Lintech Engineering, Inc. cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinion of probable cost.

Extent of Agreement

Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Lintech Engineering, Inc., who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

This Agreement is to be governed by the laws of the State of Illinois.