

RESOLUTION 2014-08

2-13-14

RESOLUTION BY THE FINANCE AND BUDGETARY COMMITTEE AUTHORIZING ENTERING INTO A CONTRACT WITH GAI CONSULTANTS TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE OF STURTEVANT

WHEREAS, the Village of Sturtevant has a need to utilize professional engineering consulting services; and

WHEREAS, GAI Consultants have provided general engineering services for the Village of Sturtevant in the prior year; and

WHEREAS, the Board of Trustees is satisfied with the present service provider and there is a need to arrange for engineering services for 2014;

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the terms and objectives in Letter of Understanding, as set forth in Exhibit A, is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 18th day of February, 2014.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk

February 3, 2014

Mary Cole
Administrator
Village of Sturtevant
2801 89th Street
Sturtevant, Wisconsin 53177

Letter of Understanding – General Engineering Services

Dear Mary,

This letter is to confirm that GAI Consultants, Inc. will provide the following professional consulting services including but not limited to:

- Attendance at Board, Committee, and Planning Commission meetings as requested.
- On-site municipal engineering duties (generally Wednesdays).
- Site plan reviews.
- Lot grading reviews.
- Sanitary sewer utility engineering assistance including user rate calculations.
- Storm water utility engineering assistance including user fee calculations.
- Storm water pond inspections.
- Planning assistance.
- Maintain Geographic Information System.

These services will be provided on an hourly basis per the attached rate schedule. Changes to the rate schedule shall require approval by the Board.

For more involved Capital Improvement Projects requiring a detailed scope, agency coordination and approvals including bidding documents, as in the past, will be completed under separate contracts approved by the Board.

GAI Consultants, Inc. will complete this scope of services in accordance with our attached "Standard Terms and Conditions of Service". Should you have any questions, please do not hesitate to contact me at our Lake Geneva office.

To authorize GAI Consultants, Inc. to complete the work as described, please complete the signature block at the bottom of this page and return to us at your earliest convenience.

Sincerely,

GAI CONSULTANTS, INC.



Jeffrey A. Seitz, P.E.
Senior Construction Manager

- and -



Timothy J. Hastings
Project Manager

Encl: Standard Terms and Conditions of Service

AGREED TO, THIS _____ DAY OF _____ 20____
BY: Steven Jansen
TITLE: President Village of Sturtevant, Racine County, Wisconsin
SIGNATURE: _____
ATTEST
BY: Mary Cole
TITLE: Administrator / Clerk / Treasurer
SIGNATURE: _____



HOURLY CHARGE-OUT SCHEDULE BREAKDOWN

<u>Employee Classification</u>	<u>Rate Per Hour</u>
Senior Director	\$164.00
Senior Engineering Manager	\$164.00
Senior Construction Manager	\$164.00
Project Manager	\$140.00
Engineering Manager I	\$140.00
Engineering Manager II	\$116.00
Senior Project Engineer	\$106.00
Senior Engineer	\$93.00
Senior EIT	\$79.00
EIT	\$79.00
Grants Funding Manager	\$99.00
Grants Funding Assistant	\$70.00
Lead Designer	\$101.00
Project Civil Technical Specialist	\$101.00
Lead Technician	\$85.00
Senior GIS Specialist	\$68.00
Project Land Specialist	\$93.00

<u>Employee Classification</u>	<u>Rate Per Hour</u>
Construction Public Works Manager I	\$111.00
Construction Manager (WisDOT)	\$107.00
Construction Public Works Manager II	\$101.00
Construction Field Leader (WisDOT)	\$92.00
Lead Survey Technician	\$79.00
Senior Surveyor Technician	\$69.00
Construction Inspector I	\$73.00
Construction Inspector II	\$71.00
Administrative Staff	\$53.00

Expenses:

Mileage at \$0.56 per mile. Printing and reproduction at cost. Subcontracted services at cost plus 10%.

2/3/14

GAI Consultants, Inc. (GAI)
Standard Terms and Conditions of Service

These Standard Terms and Conditions of Service, including any Supplemental Terms and Conditions of Service which are or may become applicable to the services outlined in GAI's Agreement, are incorporated by reference into the foregoing Agreement, and shall also be incorporated by reference into any amendment to such Agreement under which GAI shall perform professional services for the Client.

1. **STANDARD OF CARE.** GAI represents it will perform its services in conformance with the standard of professional practice ordinarily exercised by the applicable profession under similar conditions at the same time and within the same locality where services are performed. GAI does not make any other warranty or guaranty, of any kind, expressed or implied by performing professional consulting services or the furnishing of oral and/or written opinions.
2. **BILLINGS AND PAYMENTS.** GAI will bill Client monthly based on the fee terms as outlined in the Agreement. The Client shall pay the invoice amount within thirty (30) calendar days of the invoice date. GAI reserves the right to charge a finance charge of 1 percent per month, 12 percent annually, on any amounts not paid within thirty days of the invoice date. If there is any objection to an invoice, or any portion thereof, the Client shall provide written notice of such objection within thirty (30) calendar days of the invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the invoice as submitted. The Client further agrees to pay GAI any and all expenses incurred in recovering any delinquent amounts due.
3. **SCOPE OF WORK.** The scope of work and associated fees constitute the best estimate of fees and tasks required to perform the services as defined in the Agreement. In the event additional services beyond the scope of services indicated in the Agreement are required of GAI as a result of investigations carried out under this Agreement, changes in regulatory agency requirements or upon the direction of the regulatory agencies or Client, GAI reserves the right to renegotiate the Agreement. At GAI's sole discretion, the additional services may or may not be undertaken until approved by the Client by written amendment to the Agreement.
4. **DELAYS.** If events beyond control of GAI, including but not limited to, fire, flood, explosion, riot, strike, war, act of God or the public enemy, or an act or regulation of any public agency, result in delay to any schedule established in the Agreement, such schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, GAI shall be entitled to an equitable adjustment in compensation.
5. **TERMINATION.** Either party may terminate this Agreement upon issuing written notice to the other party. In the event the Client terminates the Agreement, the Client agrees to pay for all services rendered prior to termination, plus any expenses incurred for termination.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by GAI is supplied for the general guidance of the Client only. Since GAI has no control over competitive bidding or market conditions, GAI makes no warranty, expressed or implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to clients.
7. **RELATIONSHIP WITH CONTRACTORS.** If this Agreement provides for any construction related services, GAI shall serve as Client's professional consultant for those services identified in the Agreement. GAI may make recommendations to Client concerning actions relating to Client's contractors, but GAI specifically disclaims any authority or responsibility to direct or supervise the means, methods, techniques, sequences, procedures of construction or safety measures utilized by the Client's contractors.
8. **INSURANCE.** GAI will maintain insurance coverage for professional, comprehensive general, automobile, worker's compensation, and employer's liability in amounts in accordance with law and GAI's business requirements. Certificates evidencing such coverage will be provided to the Client upon request. For projects involving construction related services, Client agrees to require its contractor(s) of every tier to include GAI as an additional insured on its policies relating to the project on a primary and non-contributing basis. GAI's coverage for comprehensive general liability and automobile, in such case, shall be excess over the contractor's primary coverage.
9. **INDEMNIFICATIONS.** Client and GAI each agree to indemnify and hold the other harmless, and their respective officers, directors and employees, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions, or failure to adhere to the standard of care described above. In the event claims, losses damages or expenses are caused by the joint or concurrent negligence of Client and GAI, they shall be borne by each party in proportion to its negligence.

10. **LIMITATIONS ON LIABILITY.** No employee or agent of GAI shall have individual liability to Client. Client agrees that to the fullest extent permitted by law, GAI's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes including, but not limited to, GAI's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by GAI under this Agreement. If Client desires a limit of liability greater than provided above, Client and GAI shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to GAI for assumption of such additional risk.
11. **HAZARDOUS MATERIAL.** It is acknowledged by Client that GAI's scope of services does not include any services related to the presence at the project site of asbestos, PCBs, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. Client further acknowledges that GAI is performing professional services for Client and GAI is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
12. **ACCESS.** Client shall provide safe and legal access to any premises necessary for GAI to provide services identified in the Agreement.
13. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, notes or other data prepared or furnished by GAI pursuant to this Agreement are instruments of GAI's professional service, and GAI shall retain all ownership and interest therein, including all copyrights. GAI grants Client a license to use instruments of GAI's professional service for the purpose of constructing, occupying or maintaining the project. Reuse of or modifications to any such documents by Client, without GAI's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold GAI harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by Client or by others acting through Client.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can only be amended by a written instrument signed by both parties.
15. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operations of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
16. **DISPUTE RESOLUTION.** Parties shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings.
17. **CHOICE OF LAW.** This Agreement shall be governed by the law of the State of Wisconsin.
18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims of indemnification, the time period for bringing claims under this Agreement shall expire one year after fulfillment of services outlined in the Agreement or one year after termination of the Agreement.
19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
20. **NO THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
21. **SEVERABILITY.** The various terms, conditions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not effect or impair the validity of enforceability of the remainder.
22. **SHOP DRAWING REVIEW.** In the event that services performed under this Agreement include the review of and comment on shop drawings or other data which Client's contractor(s) are required to submit, GAI's review and comment will be only for conformance with the design concept of the project, and for compliance with information required by the project plans and specifications, and shall not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incidental thereto.
23. **SURVIVAL.** All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and the termination of this Agreement.
24. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.