

State of Wisconsin

County of Racine

Village of Sturtevant

**RESOLUTION 2022-24
(4-06-2022)**

**RESOLUTION BY THE PUBLIC WORKS, CAPITAL IMPROVEMENTS AND
STORMWATER AND WASTEWATER COMMITTEE OF THE VILLAGE OF STURTEVANT
AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
APPLIED TECHNOLOGIES INC (ATI) FOR STURTEVANT VILLAGE HALL STANDBY
POWER IMPROVEMENTS**

WHEREAS, ATI proposes to provide the Village of Sturtevant with proposals for construction document preparation, bidding assistance and construction related services for the installation of Standby Power Improvements to the Village Hall at an estimated cost of no more than \$5,000.00; and

WHEREAS, the Board of Trustees is satisfied with the proposed tasks and/or services.

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

1. That the terms and objectives in the proposal is authorized and approved.
2. That the funds of not more than \$5,000.00 shall be taken from account 204-59240-900 in the 2022 Budget.
3. 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 6th day of April 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecniak, Village Clerk

March 11, 2022

Mr. Jack Feiner
Public Works Manager
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177



**Subject: Proposal for Engineering Services
Sturtevant Village Hall Standby Power Improvements**

Dear Jack:

Applied Technologies, Inc. is pleased to provide you with this proposal for construction document preparation, bidding assistance and construction related services for the installation of Standby Power Improvements to the Village Hall.

PROJECT DESCRIPTION

Applied Technologies Inc. had previously prepared a set of construction drawings for the Standby Power Improvements to the Village Hall Complex. It was initially intended to complete this work as a change order with NEXT Electric, however because of the cost and different work location counsel for the City has opined that this project must be advertised for bid and awarded to the lowest responsive responsible bidder. This will require the preparation of a full set of contract documents and public bidding activities. ATI is prepared to provide stand-alone construction documents, bidding assistance and construction related services for the installation of Standby Power Improvements to the Village Hall.

SCOPE OF WORK

BIDDING ASSISTANCE

- Prepare drawings and specifications for incorporation into Contract Documents using the Village of Sturtevant front end specifications.
- Assist the Village in obtaining construction bids for a single prime construction contract for this project using online bidding procedures.
- Answering questions during bidding, issuing addenda as appropriate to interpret or clarify the Bidding Documents
- Conduct the on-line bid opening, preparing a bid tabulation sheet, evaluating the bids and preparing a recommendation to the Village for award of the contract
- Prepare a "Notice of Award" letter.
- Prepare three sets of the Contract Documents for execution by the Village and the Contractor.



CONSTRUCTION RELATED SERVICES

- Issue a "Notice to Proceed" to the Contractor to begin the construction work.
- Meet with the Contractor and the Client for a preconstruction conference.
- Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, and other data that the Contractor is required to submit.
- Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
- Inspect completed work at project site to observe the quality of the work and to determine, in general, if the work has proceeded in accordance with the intent of the Contract Documents.

ENGINEERING BUDGET

We propose to proceed with this effort based on hourly rates plus expenses with a not-to-exceed budget amount of \$5,000, unless authorized by the Village. Monthly invoices will be submitted to the Village for engineering expenses.

Please contact me with questions regarding this proposal at (224) 372-0752. Thank you for the opportunity to continue our partnership with the Village of Sturtevant

Best regards,
Applied Technologies, Inc.

Peter E. Kolb, P.E.
Vice President

Attachment: General Provisions

Village of Sturtevant
Sturtevant Village Hall Standby Power Improvements

Accepted by:

Owner: _____

By (Signed): _____

By (Print): _____

Title: _____

Date: _____

GENERAL PROVISIONS

1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions, redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adaption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adaption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

