

**A RESOLUTION APPROVING A CONTRACT WITH MECO ENGINEERING CO,
INC. REGARDING WELL 11**

BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That certain contract between the South Sangamon Water Commission and MECO Engineering Co., Inc. regarding design and construction management for well Number 11, a copy of which is attached hereto as Exhibit "1", is hereby approved.

SECTION 2: That Chairman is authorized and directed to execute said contract on behalf of the Commission, and the proper officers of the Commission are directed to carry out the contract by its terms.

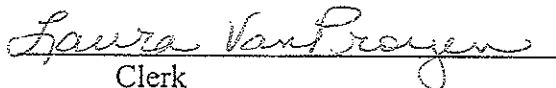
SECTION 3: This Resolution is effective immediately.

PASSED this 19th day of June, 2023.



CHAIRMAN

ATTEST:



Clerk

AYES: Morris, Johnson, Roth

NAYS: none

PASSED: 1/19/2023

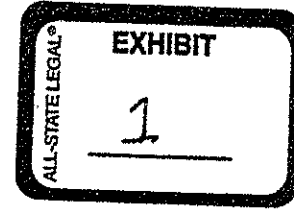
APPROVED: 1/19/2023

ABSENT: none



1301 E. Washington
PO Box 106
Pittsfield, IL 62363
Phone: 217-285-2550

CONTRACT



AUTHORIZATION AGREEMENT

Job Number	<u>628-012/013/014</u>	Date	<u>06/09/2023</u>	Requested Commencement Date	_____
Client	<u>South Sangamon Water Commission</u>	Order By	<u>James Roth</u>		
Address	<u>9199 Buckhart Rd.</u>	Telephone	<u>217-381-5359</u>		
	<u>Rochester, IL 62563</u>	Email	_____		

MECO ENGINEERING COMPANY, INC. (Consultant) is pleased to provide the services described below. The purpose of this document is to obtain your authorization for the work requested and confirm the terms under which these services are provided and the conditions of agreement.

Compensation for services will be as indicated below. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.

Please note the "Standard Provisions of Agreement" on the reverse side of this page.

SCOPE OF WORK:

Scope of services shall consist of the Design and Construction Management for Well #11 located adjacent to the SSWC existing wells in the Sangamon River bottoms north of the Owners Water Treatment Plant. This contract is based on a lump sum Design Services fee of \$34,000. Scope of services include preparation of plans, specifications, IEPA construction permit, IHPA, IDNR and USACOE permit applications. Extra work resulting from Special Permit conditions from any of these agencies will be processed on an hourly fee reimbursement basis. Scope of work will include bidding assistance. Construction Management Services will be provided on an hourly basis with an estimated fee of \$32,000 and will include shop drawing review, pay request processing and general construction management. Scope of work does not include boundary surveys, archaeological surveys, environmental surveys, easement preparation, or resident full-time inspection. Each of these services can be provided on an Additional Services basis as requested by the Owner.

HOURLY	<u>628-012 Additional Services (as requested)</u>	
	<u>628-014 Const. Mgt/Observation-Estimated \$32,000.00</u>	(as shown on the back of this Agreement)
LUMP SUM	<u>628-013 -Design Services \$34,000.00 Lump Sum</u>	
OTHER	_____	

To the fullest extent permitted by law, ENGINEER's total liability, for any and all injuries, claims, losses, expenses, or damages arising out of or resulting in any way from the performance of services under this Agreement shall not exceed the total compensation received by the ENGINEER under this agreement.

This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of client and consultant. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant. All fees and other charges will be billed bi-weekly or monthly and will be due within 10 days of billing unless otherwise specified in this agreement.

Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing, which amounts to an annual interest rate of 19.58%. Client further agrees to pay Consultant's expenses, court costs, and reasonable attorney fees in the event that Consultant refers this agreement to it's attorney.

Accepted For:

Accepted For:

MECO ENGINEERING CO., INC.

CLIENT

By Max Middendorf

By James M. Roth

Date June 12, 2023

Date 6-19-23

For insurance purposes please sign both copies and return one (1) copy to our office for our files
MFM:ksl

STANDARD PROVISION OF AGREEMENT

1. Client and consultant agree that the following provisions shall be part of their agreement:
2. Consultant is not responsible for delay caused by activities or factors beyond consultant's control.
3. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
4. All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies shall remain the property of consultant.
5. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
6. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only.
7. Consultant does not warrant his work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance.
8. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
9. In the event that changes are made in the plans and specifications by client or by any person other than consultant, which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which consultant may sustain or incur as a result of such unconsented changes.
10. Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in the agreement, such services will be performed by others, and that the client will defend, indemnify, and hold consultant harmless for any and all liability arising from or resulting from the performance of construction review by other persons.
11. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify, and hold consultant harmless for any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.
12. Client agrees that if client requests incidental or additional services not specified, client agrees to pay for all such services as extra work. Any revisions to the project details, scope, or concept following client or governmental agency acceptance may result in additional work for the consultant. Client agrees to pay for such additional services.
13. Client shall pay the cost of governmental fees, advertisement cost, soils engineering fees, material testing fees, blueprints, and reproductions, and all other reimbursable charges to consultants on this project not specifically covered by the terms of this agreement.
14. The obligation to provide further services under this agreement may be terminated by either party upon five days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
16. If the Client is in breach of the payment terms or otherwise is in material breach of this agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
17. If so indicated in the agreement, the Client shall make an initial payment as stipulated as a retainer, upon execution of this Agreement. Upon receipt of this retainer payment the Consultant shall commence services as provided for under this Agreement. The retainer shall be held by the Consultant and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due. As services are performed, invoices will be submitted monthly by the Consultant to the Client, and are payable on receipt.
18. This agreement shall be governed in all respects by the laws of the State of Illinois.

CHARGE OUT RATES AS APPLICABLE (GOOD THRU JULY 31, 2023)

Senior Principal Engineer	\$210.00 per hour	1 Man Survey Team	\$130.00 per hour	<u>Reimbursable Expenses:</u>	
Principal Engineer	\$200.00 per hour	2 Man Survey Team	\$170.00 per hour	Mileage (Subject to Change)	\$.65 per mile
Principal Architect	\$180.00 per hour	3 Man Survey Team	\$225.00 per hour	Flow Meter	\$ 75.00 per day
Architect III	\$200.00 per hour	Field Man	\$ 67.00 per hour	Sewer Camera	\$225.00 per day
Engineer Manager II	\$195.00 per hour	Administrative Manager	\$100.00 per hour	Boat/Trailer Rental	\$270.00 per day
Engineer Manager	\$160.00 per hour	Administrative Assistant	\$ 85.00 per hour	UTV/ATV Rental	\$250.00 per day
Senior Engineer III	\$160.00 per hour	Marketing Coordinator	\$ 85.00 per hour	Drone Rental	\$250.00 per day
Senior Engineer II	\$155.00 per hour	Technician III	\$115.00 per hour	Per Diem	\$130.00 per day
Senior Engineer I	\$145.00 per hour	Technician II	\$105.00 per hour	Laths & Hubs	\$ 1.00 each
Engineer	\$125.00 per hour	Technician I	\$ 95.00 per hour	Rebar	\$ 2.00 each
Technical Manager	\$145.00 per hour	Inspector II	\$120.00 per hour	Post	\$ 6.00 each
Architectural Designer	\$125.00 per hour	Inspector I	\$108.00 per hour	Blackline 2x3 Paper	\$ 9.50 each
Land Surveyor II	\$130.00 per hour	Clerical	\$ 65.00 per hour	Blackline 2x3 Mylar	\$21.00 each
Land Surveyor I	\$120.00 per hour			Outside Service	1.15
Land Surveyor	\$ 95.00 per hour			(Copies, Telephone, Postage and Misc. Items AT COST)	

Charges are payable within 10 days of invoice for services performed. Charges not paid within 30 days of date of invoice shall be subject to a service charge of 1.12% per month on the unpaid balance which is an annual interest rate of 13.58%.

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 23-05 adopted by the Commission on the 19th day of June, 2023, said Resolution being entitled:

**A RESOLUTION APPROVING A CONTRACT
WITH MECO ENGINEERING CO., INC. FOR WELL 11**

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 19th day of June, 2023.

Laura Van Praeger

Clerk

345091

