



Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: JUNE 21, 2023

FOR MEETING ON: JUNE 26, 2023

DESCRIPTION/TITLE: PROVISION OF ELECTRICAL & PLUMBING PLANS – SPLASH PAD

REQUIRED ACTION: RATIFICATION OF MAYOR'S SIGNATURE

STAFF/COMMITTEE RECOMMENDATION: RATIFICATION OF MAYOR'S SIGNATURE

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by:

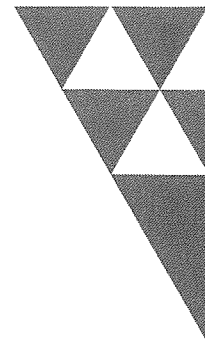
Approved by:

Date

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Engineering • Design • Consulting



June 13, 2023

**Town of Cortland
59 S Somonauk Road
Cortland, IL 60112**

Attn: Ms. Brandy Williams

**Re: Suppeland Park Splash Pad
345 N Pampas Drive
Cortland, IL 60112**

Dear Ms. Williams:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your request, we have prepared the following agreement to provide certain professional services for your project.

Understanding of Project Scope

As we understand, you require electrical and plumbing engineering services for the splash pad, per your June 12, 2023 email.

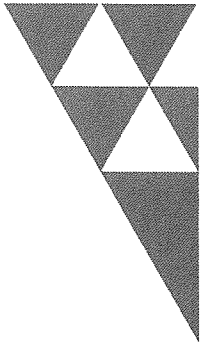
In the event that the project scope materially changes at any time during the project, WTG will evaluate the impact to our fee structure based upon the project phase, project progress, and extent of scope change. WTG will notify the client in advance of further work and provide a scope change authorization.

Services Provided by WT Group

WT Group will provide the following selected services:

- | | | |
|---|--|---|
| <input type="checkbox"/> Aquatic Engineering | <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> ADA Consulting |
| <input type="checkbox"/> Civil Engineering | <input checked="" type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Land Surveying | <input checked="" type="checkbox"/> Plumbing Engineering | <input type="checkbox"/> Telecom Design |
| <input type="checkbox"/> Structural Engineering | <input type="checkbox"/> Scope Fire Prot. Specs. | <input type="checkbox"/> Other: _____ |

For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.



Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

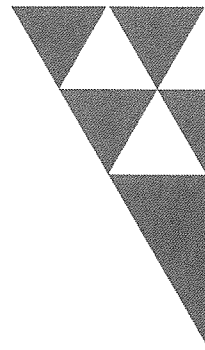
Project Phases

Construction Documents Phase

This phase includes providing permit documents, consisting of cover sheet, drawings, specifications and required calculations.

Construction Administration Phase

This phase includes review of shop drawings, manuals and other submittals and assisting with field orders, change orders, requests for information and clarifications. This phase also includes field observation visits, along with written report for WT's respective discipline(s) of work.



Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a **fixed fee basis** as follows:

PHASE	PHASE TOTAL
CONSTRUCTION DOCUMENT PHASE	\$7,500.00
CONSTRUCTION ADMINISTRATION PHASE	\$HOURLY
TOTAL DESIGN PROPOSAL	\$7,500.00

EXCLUSIONS

*As-builts
DWGs of site/splash pad provided by others
Energy Modeling*

SCOPE

This estimate is based upon our experience with similar projects. We will not exceed this upper limit without your prior approval. However, as indicated in this proposal, additional services and scope changes may require added fees.

WTG will make the Client aware at the earliest reasonable opportunity if we identify that the Project requires services that are out of Scope, excessive changes, or if additional services are warranted. The WTG representative will provide the new fee with written explanation and will require client approval prior to proceeding in any of these cases.

REIMBURSABLES

WTG may incur "Reimbursable" fees during our course of work. Examples of reimbursable costs include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursable fees may be invoiced at cost plus 10%. Upon request, WTG can provide an estimated budget for reimbursable costs.

PAY TERMS

*The Project will be invoiced at milestone delivery dates and/or monthly based on percentage of completion of each phase. Payment is due within **THIRTY (30) days** of the invoice date. Should payments become delinquent, WTG reserves the right to execute any or all of the following: charge 1.5% interest per month, stop work on the project, all legal options such as collection agencies, filing liens on the property, and legal action.*

Splash Pad – Cortland, IL
Town of Cortland
June 13, 2023


SIGNATURE PAGE

If the above agreement meets your approval, please initial each page, sign two (2) copies, and return one (1) original to us. On behalf of WT Group, I look forward to working with you on this project.

Respectfully Submitted,

Joe Hainaut
Principal-In-Charge
Mechanical / Electrical / Plumbing Engineering Practice

ACCEPTED BY:

	6-16-2023
Client Signature	Date
Mark Pietrowski	Mayor
Print Name	Title

Project Contact Information

WT GROUP

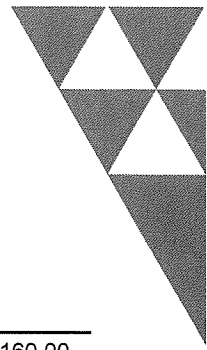
Joe Hainaut	Principal-In-Charge
Primary Contact	Title
630.244.0408	jhainaut@wtgroup.com
Office Phone #	Cell Phone # Email

CLIENT

Brandy Williams	Engineer
Primary Contact	Title
815 756 9041	engineer@cortlandil.org
Office Phone #	Cell Phone # Email

WT GROUP – ACCOUNTING CONTACT

Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com



2022 BILL RATE SCHEDULE

ENGINEERING

Principal In Charge	\$ 195.00
Principal In Charge - Expert Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project Coordinator	\$ 75.00

ARCHITECTURAL

Principal In Charge	\$ 195.00
Principal	\$ 175.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Architect I	\$ 90.00
Architect II	\$ 110.00
Architect III	\$ 130.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Emerging Professional I	\$ 65.00
Emerging Professional II	\$ 75.00
Emerging Professional III	\$ 85.00

CONSULTING

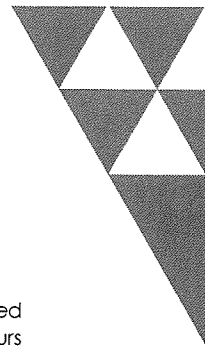
Accessibility Specialist	\$ 160.00
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CONSTRUCTION MANAGEMENT

Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE

Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00



GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Design Professional shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client. The Design Professional shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.
- e. Consultant makes no warranty, either expressed or implied, with respect to its services.

3. PAYMENT TERMS

- a. Consultant shall submit invoices monthly, or at project milestones, for services rendered, and reimbursable expenses incurred based upon Consultant's estimate of

the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.

- b. Client shall make prompt monthly payments in response to Consultant's monthly statements.
- c. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, interest at the rate of 1.5% per month shall be added to the past amounts due to Consultant.

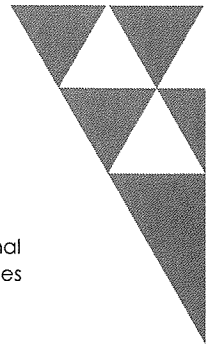
4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event Consultant's invoices remain unpaid 30 days from the date of suspension of services, Consultant may terminate the Agreement.
- d. In the event of termination of this Agreement, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- e. In the event of termination of this Agreement, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.

5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;



- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. Disease, designated as a Pandemic or Endemic on a local or global scale;
- f. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g. acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. REUSE OF DOCUMENTS

All documents including but not limited to reports, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Consultant shall retain all ownership and property interests therein even if the Project is not completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant will be without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation

shall entitle Consultant, and its independent professional associates or consultants, to compensation at the rates in effect at the time of the use.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

8. PERMITS AND APPROVALS

It is the responsibility of the Owner to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Design Professional will assist the Owner as mutually agreed in writing.

9. ENVIRONMENTAL

The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

10. JOBSITE SAFETY

The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

11. INSURANCE

- a. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates indicating that such insurance is in effect will be delivered to Owner:

Amount:	\$ 2,000,000
Deductible:	\$ 80,000

- b. Consultant shall procure and maintain Workman's Compensation, General Liability, and Automobile Liability insurance as set forth below. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.

Workman's Compensation:	\$ 1,000,000
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General Liability: \$ 2,000,000/occurrence
 \$ 4,000,000/aggregate

Automobile Liability:
(hired and non-owned) \$ 1,000,000

- c. Owner shall cause Consultant and its independent professional associates and consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- d. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its independent professional associates and consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- e. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its independent professional associates and consultants. Owner and Consultant waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Consultant shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

12. INDEMNIFICATION

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Consultant's negligent

acts, errors or omissions in the performance of professional services under this Agreement.

- b. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by the negligent acts, errors or omissions of Client or its agents or employees.
- c. To the extent that the claim at issue results from the negligence of both the Consultant and Client (or an entity or person for whom either is liable), Consultant and Client shall share the loss, cost, or expense in proportion to their relative degrees of fault.

13. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings (except for Consultant initiated claims for nonpayment for services), Consultant and Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Consultant to mediation. Such mediation shall be conducted by the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

14. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the fees invoiced by Consultant on the project or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

Notwithstanding the foregoing, to the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.