

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#:

Multi Year: ☐

Amount \$0.00

Contract Type: Professional Services

Contractor's Name: HR Green, Inc.

Contractor's AKA:

Execution Date: 1/1/2011

Termination Date: 12/31/2011

Renewal Date: 12/31/2011

Department: Finance

Originating Person: Denise Domalewski

Contract Description: Professional Engineering General Contract

2011-0602 - Rte 45 @ 156th St improvements \$29,995

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

October 25, 2011

Mr. T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451

RE: NOTICE TO PROCEED
US Route 45 at 156th Street

Dear Mr. Creech:

This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated June 23, 2011, revised August 26, 2011 for the US Route 45 at 156th Street improvements.

Please contact Ed Wilmes at 708-403-6357 regarding the work.

Purchase Order #032785 has been assigned for this contract/service. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed proposal dated June 23, 2011, revised August 26, 2011 in an amount not to exceed Twenty Nine Thousand Nine Hundred Ninety-Five and No/100 (\$29,995.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Ed Wilmes



PROFESSIONAL SCOPE OF SERVICES

**For
US Route 45 (LaGrange Rd) at 156th Street
Orland Park, IL / Cook County**

**INTERSECTION DESIGN STUDY (IDS), TEMPORARY TRAFFIC SIGNAL PLANS, &
BID/CONSTRUCTION DOCUMENT MODIFICATIONS**

Mr. Edward Wilmes
Director of Public Works
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462
T: 708-403-6350
e-mail: ewilmes@orland-park.il.us

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451

HR Green Project No: 87110216

June 23, 2011
Revised: August 26, 2011

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THIS **AGREEMENT** is between Village of Orland Park (hereafter "CLIENT") and HR GREEN, INC., (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

Per ongoing coordination with the Illinois Department of Transportation-District 1, the CLIENT is responsible for providing an Intersection Design Study (IDS) for the future geometric and traffic signal configuration of the intersection of U.S. Route 45 (LaGrange Road) at 156th Street. The future proposed intersection shall consist of three (3) thru lanes in each direction on US Rte. 45 with channelized left turn lanes; one (1) thru lane in each direction with left and right turn lanes for 156th Street.

It is also understood that IDOT will provide the construction documents for and shall construct the traffic signalization and geometric improvement matching the CLIENT's construction of 156th Street west of the subject intersection at an agreed upon 'point of connection' (anticipated to be a radius return of the west leg). Due to the intersection improvements being constructed by IDOT, COMPANY shall revise the existing and latest set of Bid/Construction Documents dated 3/4/2010 to match the proposed future improvements at the designated 'point of connection'. Included within these Bid/Construction documents shall be the construction of a temporary traffic signal which will accommodate the proposed future west leg construction and US Rte. 45 improvements.

1.2 Design Criteria/Assumptions

- The existing three legged intersection is signalized with a span wire traffic signal constructed by the adjacent development east of the intersection.
- This improvement will provide for traffic signal control for the proposed improvements to US Rte. 45 and the extension of 156th St. to the west.
- Geometry for the proposed signalized intersection will be determined as part of the IDS and in accordance with the proposed US Rte. 45 improvements and related proposed right-of-way to be provided by IDOT and the applicable portions 156th St. Extension Bid/Construction Plans as previously completed by COMPANY.
- US Route 45 is proposed to be reconstructed under an IDOT contract. The proposed IDS, temporary traffic signal plans, and 156th St. Expansion project will require coordination with IDOT to ensure compatibility with the IDOT project as well as the future construction schedule.
- Per IDOT policies, the CLIENT is required to be the Permit Applicant for the proposed temporary traffic signal project, coordination with the CLIENT and IDOT will be included with project development activities.
- The proposed project will be designed to adhere to IDOT's BDE Manual and applicable Permit Criteria.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Subject Location: US Route 45 (LaGrange Rd) at 156th Street/ Village of Orland Park, Cook County, Illinois.

- 2.1 Develop preliminary geometry for US Route 45 and 156th Street intersection. The preliminary geometry will include all tapers and storage needed for the development of the future proposed improvements along US Route 45 required by IDOT, as well as thru and turn lanes required for the 156th St. legs. Autoturn will be utilized for the design of all intersection radii. It is assumed that two (2) submittals will be required to obtain IDOT approval of the preliminary geometry.
- 2.2 Prepare an IDS for the proposed improvements showing the proposed/approved geometry, traffic signal timing, phasing, capacity analysis results, and general design considerations using IDOT format. Autoturn plots of the turning vehicle movements will be submitted as part of the IDS package to IDOT and the CLIENT. It is assumed that two (2) submittals will be required to obtain approval of the IDS.
- 2.3 Upon completion and IDOT approval of the IDS, the documents resubmitted to IDOT are anticipated to include: 3 full-size hard copies, 1 full size mylar copy and 1 electronic disc copy.
- 2.4 Prepare temporary traffic signal plans, specifications and cost estimate to be constructed by the CLIENT in conjunction with the 156th St. Extension project. Temporary traffic signal bid/construction documents shall be designed to be utilized during stage construction of the US Rte. 45 proposed improvements. Permitting from IDOT and coordination with IDOT and IDOT representatives are required and included herein. It is assumed that two (2) submittals will be required to obtain Traffic Signal (temporary) approval.
- 2.5 Revise the 156th St. Extension bid/construction documents to match the agreed upon 'point of connection' for the future US Rte. 45 project by IDOT as follows:
 - Revise roadway plan and profile sheets;
 - Revise typical sections;
 - Revise proposed water main;
 - Revise erosion control plans;
 - Revise striping plans and details;
 - Revise storm sewer plan profiles and details;
 - Revise cross sections;
 - Revise plan quantities;
 - Revise project manual; &
 - Revise Opinion of Probable Construction Costs.

2.6 Meetings & Coordination - Reimbursable

- Two (2) meetings with CLIENT to discuss proposed geometry and project requirements prior to IDS preparation – nine meeting hours estimated.
- One meeting with IDOT to discuss proposed geometry, US Route 45 reconstruction design and IDOT construction schedule prior to IDS submittal – Ten meeting hours estimated.
- One meeting with IDOT to discuss proposed Temporary Traffic Signal permit plans

- submittal – Ten meeting hours estimated
- Project management/administration and internal coordination –Twenty hours for coordination with IDOT during IDS development.
- Two (2) Internal COMPANY project coordination meeting – Four (4) hours estimated.

This item includes preparation of meeting minutes and distribution to meeting attendees.

3.0 Deliverables and Schedules Included in this Contract

See as indicated in Sections 2.1-2.4.

This schedule was prepared to include reasonable allowances for review and approval times needed by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- Permanent Traffic Signal Construction Plans*;
- Intersection Roadway Construction Plans*;
- Soil borings;
- Storm water Detention for Roadway Widening*;
- Easement and/or ROW documents *;
- Land acquisition/right-of-way acquisition;
- Structural design & drawings (i.e. retaining walls, culverts, etc.)*;
- Traffic counts or projected traffic for subject intersection*;
- Groundwater study or report *;
- Base Flood Elevation determination*; &
- Archaeological Survey.

*Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Client Responsibilities

It is anticipated that IL Route 45 survey data, utility data, traffic counts and projected traffic data, and proposed geometric drawings in Microstation (DGN) format will be received from IDOT for use in preparation of the IDS and Bid/Construction documents.

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

6.2 Invoices

~~Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.~~

6.3 Extra Work

Any work needed but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services and the following items specifically listed. These work items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$29,995.00.

- IDS = \$13,185.00
- Bid/Construction Doc Revisions = \$5,725.00
- Temporary Traffic Signal Plans, Specifications, Estimate = \$7,490.00
- Project Meetings and Coordination = \$2,020.00
- Print, Mileage, Postage Direct Costs = \$1,575.00

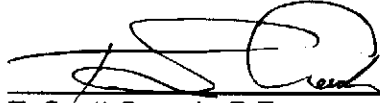
7.0 Terms and Conditions

The terms and conditions of this agreement follow the Professional Engineering Services General Contract 2011 which was executed February 7, 2011.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

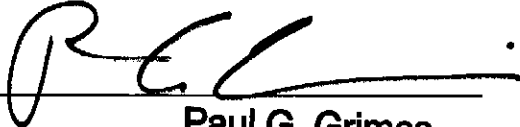
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.
Site Manager

Village of Orland Park

Accepted by: 

Printed/Typed Name: Paul G. Grimes
Village Manager

Title: _____ Date: 10/21/11