

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

2012-0087 156th St Ext Amend #1 \$1650

2013-0165 156th St Ext Oversight \$111,549

C13-0037

Monday, March 12, 2012

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

April 5, 2013

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

RE: **NOTICE TO PROCEED**
156th Street Extension- US Rte 45 to Ravinia Ave Construction Oversight

Dear Mr. Creech:

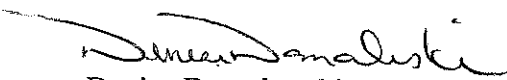
This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated September 21, 2012, revised March 11, 2013 for the 156th Street Extension - US Route 45 west to Ravinia Avenue.

Please contact Kurt Corrigan at 708-403-6123 regarding the work.

The Village will be issuing a Purchase Order for this project and will fax it to your company. 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 September 21, 2012, revised March 11, 2013 in an amount not to exceed One Hundred Eleven Thousand Five Hundred Forty-Nine and No/100 (\$111,549.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Kurt Corrigan



PROFESSIONAL SERVICES AGREEMENT

For

**156th Extension from US Rte. 45 to Ravinia Ave.
Construction Observation Services**

Mr. Kurt Corrigan
Village Engineer
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Phone: 708-403-5300

P.O. #12-000005

T. Scott Creech, PE
HR Green
323 Alana Drive
New Lenox, IL 60451
815.462.9324
HR Green Project No: 87110216

September 21, 2012
Revised: March 11, 2013

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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

Construction Engineering General Understanding/Assumptions

COMPANY is proposing to provide the CLIENT with construction engineering services for the roadway extension of 156th St. from US Route 45 to Ravinia Avenue. The project will be permitted through the Illinois Department of Transportation (IDOT) District 1 for the construction of Temporary Traffic Signals and a south bound to westbound and westbound to northbound right turn lanes at the US Route 45 and 156th St. intersection.

Per the CLIENT request COMPANY is proposing to provide Full-Time construction observation services for the project, which includes the intersection improvements to US Route 45 and 156th St as previously stated as well as the construction of 156th Street from US Route 45 to Ravinia Ave. This proposal is based upon 80 field days/120 calendar days that is anticipated to be required for the proposed construction work. The proposed 156th St. Extension includes 1000 feet +/- of bituminous pavement with one (1) through lane in each direction and a center turn lane; water main extension, bio-swale construction, pavement striping, drainage improvements and landscaping.

Materials Testing and Quality Assurance will be performed by a qualified sub-consultant to COMPANY. This work will be invoiced on a time and material, not to exceed the upper limit, basis.

1.2 Design Criteria/Assumptions

COMPANY will endeavor to ensure that the project is constructed in accordance with the IDOT-issued permit, the Contract Plans and Special Provisions, as well as the following CLIENT and applicable IDOT Standards and Guidelines:

- A. Standard Specifications for Road and Bridge Construction
- B. Supplemental Specifications and Recurring Special Provisions
- C. Construction Manual
- D. Highway Standards manual
- E. Project Procedures Guide
- F. Manual on Uniform Traffic Control Devices

2.0 Scope of Services

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

The number of staff hours a construction engineer expends on a project is highly dependent on the quality and experience of the contractor chosen to complete the work.

Utilizing a contractor with vast experience in completing roadway construction and traffic signals will result in fewer hours for the construction engineer to complete the required scope of work. Conversely, an inexperienced, inefficient or disorganized contractor will cause the construction engineer to expend more man hours due to the additional administration, coordination and observation needed to ensure the project is completed according to the approved engineering plans and the terms dictated in the IDOT permit.

Therefore, this proposed addendum is based upon a specific schedule and number of field days the construction engineer anticipates being on-site and as put forth by the contractor. Any additional work due to an extended schedule dictated by the contractor's performance shall warrant a contract supplement.

The contract is anticipated to be eighty (80) field days to completion. Additional hours are included for construction preparation and start up, as well as project close out.

2.1 Construction Engineering Services

A. Construction Start-Up and Review:

This work consists of the construction engineer familiarizing himself with the plans and specifications, video taping the site to document existing conditions, reviewing the contractor's schedule and setting up the filing system and paperwork.

Jr. Professional Construction Engineer: 8 hours/day x 2 days = 16 hours

B. Layout and Verification:

This work consists of marking limits for removal of various items of work and verifying existing alignments and elevations to ensure the constructability of the plans (construction staking is described elsewhere in this proposal). Also includes coordination with contractor's surveyor regarding layout questions.

Jr. Professional Construction Engineer 8 hours/day x 5 days = 40 hours

C. Construction Observation:

This work consists of the daily observation of the contractor's activities on-site, to observe and document that the work is in general conformance with the approved engineering plans and specifications and the approved IDOT permit. It is assumed the construction engineer will be on-site Full Time, with work taking place five (5) days a week. A record of the contractor's activities will be kept. Daily diary entries and weekly reports will be utilized to track the contractor's progress in relation to the approved progress schedule. Field measurements and calculations will be made to quantify items for payment. Services also include weekly progress meetings as required.

Jr. Professional Construction Engineer: 8 hours/day x 80 days = 640 hours

2.2 Engineering Administration:

This work consists of the management of the construction engineering staff to ensure they are sufficiently equipped to observe the contractor's activities. In addition, time is allocated to provide guidance to staff, to satisfy the requirements of the contract and IDOT permit. Review of traffic signal shop drawings is included.

Associate/Director: *2 hrs /week x 16 weeks = 32 hours*

2.3 Meetings:

A pre-construction meeting will be held with the contractor, CLIENT and utility representatives, to outline expectations, ascertain the contractor's schedule, and identify any potential problems that may occur during construction.

Associate/Director: *2 hours/day x 1 day = 2 hours*

Jr. Professional Construction Engineer: *4 hours/day x 1 day = 4 hours*

2.4 Project Close Out:

Close out consists of developing a final punchlist of items to be completed by the contractor, and having a final walk-through, to determine final acceptance. Upon completion, all project records will be checked, cross-referenced, indexed, boxed and presented to the Client. This work includes the traffic signal turn-on meeting with IDOT.

Jr. Professional Construction Engineer: *8 hours/day x 10 days = 80 hours*

3.0 Deliverables and Schedules Included in this Contract

- Anticipated Spring 2013 Construction Start with a 120 Calendar Days for completion or 80 Field Days.

This schedule was prepared to include reasonable allowances for review and approval times required 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:

- A. Night Time Traffic Control Monitoring: Night time traffic control monitoring is not included in the scope of services, nor is attendance at any meetings other than the preconstruction meeting. Coordination of utility relocations is not included. The preparation of record drawings is not included in the scope of services.
- B. COMPANY shall not supervise, direct, or have any control over the contractor's work, nor shall COMPANY have any responsibility for the construction means,

methods, techniques, sequences or procedures selected by the contractor. COMPANY is not responsible for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor. Phase III observation services are proposed for part-time and are not intended to be a detailed monitoring of the contractor's operations or an exhaustive check of work in progress.

- C. COMPANY shall not be responsible for any acts, errors, or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform work in accordance with the client approved engineering plans or any applicable laws, codes, rules or regulations.
- D. As-built drawings and construction layout services.
- E. Design Services outside the Scope of Services herein.

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

5.0 Services by Others

Materials Testing and Quality Assurance will be performed by an approved sub-consultant and fees are included in this proposal. This work will be invoiced on a time and material, not to exceed the upper limit, basis.

6.0 Client Responsibilities

Provide timely information as available and as relative to the project scope of services herein.

7.0 Professional Services Fee

7.1 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.

7.2 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.

7.3 Extra Work

Any work required 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.

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$111,549.00.

ITEM	TASK	LABOR COST	DIRECT COST	SUB CONSULTING
A.	Construction Engineering Services			
	Construction Start-up and Review	\$ 1,648.00		
	Layout and Verification	\$ 4,400.00		
	Construction Observation	\$ 70,400.00	\$ 1,441.00	\$ 13,602.00
	Engineering Administration	\$ 5,088.00		
	Meetings	\$ 730.00		
	IDOT Coordination	\$ 6,000.00		
	Project Closeout	\$ 8,240.00		
	Totals:	\$ 96,506.00	\$ 1,441.00	\$ 13,602.00
			Contract Total:	\$ 111,549.00

Direct Costs:

Construction Engineering

Mileage: 30 miles/round trip x 85 days x \$0.565/mile = \$1,440.75; Use \$1,441.00

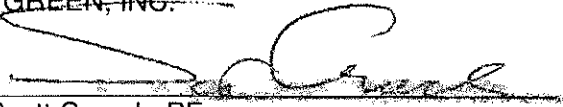
8.0 Terms and Conditions

Terms of this addendum will follow the 2012 Master Agreement already in place with CLIENT.

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.

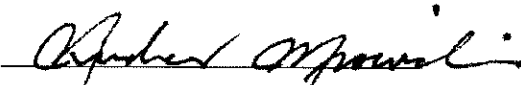
Sincerely,

HR GREEN, INC.



T. Scott Creech, PE

Approved by:



Printed/Typed Name: Andrew Mrowicki, P.E.

Title: Vice President of Construction Date: 3/11/13

Village of Orland Park, IL

Accepted by:



Printed/Typed Name Paul G. Grimes

Title: Village Manager Date: 4/5/13