



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> 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 156<sup>th</sup> St as previously stated as well as the construction of 156<sup>th</sup> 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 156<sup>th</sup> 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 6 day = 48 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: 3 hrs /week x 16 weeks = 39 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 Interra, Inc. (Attachment A) and 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 \$103,477.00.

ITEM	TASK	LABOR COST	DIRECT COST	SUB CONSULTING
<b>A.</b>	<b>Construction Engineering Services</b>			
	Construction Start-up and Review	\$ 1,648.00		
	Layout and Verification	\$ 4,944.00		
	Construction Observation	\$ 65,920.00	\$ 1,405.00	\$ 14,389.00
	Engineering Administration	\$ 6,201.00		
	Meetings	\$ 730.00		
	Project Closeout	\$ 8,240.00		
<b>Totals:</b>		<b>\$ 87,683.00</b>	<b>\$ 1,405.00</b>	<b>\$ 14,389.00</b>
			<b>Contract Total:</b>	<b>\$ 103,477.00</b>

Direct Costs:

Construction Engineering

Mileage: 30 miles/round trip x 85 days x \$0.55/mile = \$1,402.50; Use \$1,405.00

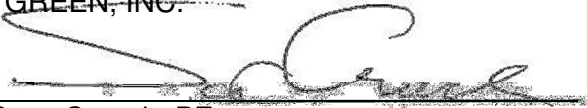
## 8.0 Terms and Conditions

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: 9/21/12

Village of Orland Park, IL

Accepted by:

Printed/Typed Name:

Title:

Date: