

**RESOLUTION 17-09**

**A RESOLUTION APPROVING CONTRACTS WITH HR GREEN FOR MUNICIPAL CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE ORCHARD STREET CULVERT REPLACEMENT**

**WHEREAS**, acting with the direction and approval of the Board, the Administrator and his staff have worked to study the existing failed culvert crossing of Sequoit Creek and Orchard Street and have determined that the culvert needs to be replaced,

**WHEREAS**, the Administrator has negotiated draft contracts with HR Green in the form attached as Exhibit A, and

**WHEREAS**, the Village Board approved Resolution No. 17-04 authorizing the Village Administrator to execute a contract with Bolder Construction for work on the project, and

**WHEREAS**, scope of services are included in the agreement attached hereto as Exhibit "A" and include the services of a project engineer and technical support staff for the project, and

**WHEREAS**, the Board has been duly apprised of these contracts, their terms and conditions, and finds that the same are in proper form and should be approved,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Administrator, Clerk and other necessary elected or appointed individuals within Village government are directed to sign and implement the contracts with HR Green for construction administrator and observation services for the Orchard Street culvert replacement.

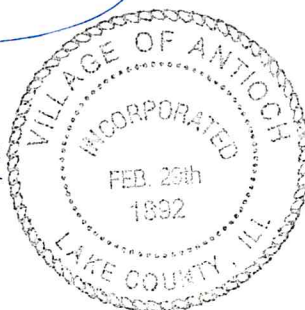
**SECTION TWO:** This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2017.

ATTEST:

  
\_\_\_\_\_  
LORI K. ROMINE, VILLAGE CLERK

  
\_\_\_\_\_  
LAWRENCE M. HANSON, MAYOR





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Orchard Street Culvert Replacement**

**Construction Administration and Construction Observation Services**

Mr. James Keim, P.E., Village Administrator  
Village of Antioch  
874 Main Street  
Antioch, IL, 60002  
(847) 395-1000

Prepared by: Todd Destree, P.E., CPESC - Senior Construction Project Manager  
Christie Mack Caldarella, P.E., CPESC - Project Engineer

Reviewed by: Timothy J. Hartnett, Vice President/Village Engineering Consultant

HR Green Job No.: 86160198.02

February 15, 2017

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805  
420 North Front Street, Suite 100, McHenry, Illinois 60050



## **TABLE OF CONTENTS**

|     |   |
|-----|---|
| 1.0 | PROJECT UNDERSTANDING                                 |
| 2.0 | SCOPE OF SERVICES                                     |
| 3.0 | ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES |
| 4.0 | SERVICES BY OTHERS                                    |
| 5.0 | CLIENT RESPONSIBILITIES                               |
| 6.0 | PROFESSIONAL SERVICES FEE                             |
| 7.0 | TERMS AND CONDITIONS                                  |

THIS **AGREEMENT** is between Village of Antioch (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The COMPANY is proposing to provide the CLIENT with construction administration and construction observation on a time and material not-to-exceed basis for the Orchard Street Culvert Replacement project.

COMPANY has separated the various services into two (2) disciplines as listed below:

#### **A. CONSTRUCTION ADMINISTRATION**

COMPANY is proposing to provide a Project Engineer and technical support staff to answer design/technical questions arising on a daily/weekly basis from contractors, homeowners, and the CLIENT. COMPANY is also providing shop drawings review and designer input. COMPANY anticipates the need for construction administration will continue for five (5) weeks. Man-hours will vary based upon the schedule of the project. With a project of this magnitude, unforeseen construction and design issues will require immediate attention. To avoid contractor delay and extra expenses, the recommended course of action is to have the people most familiar with the plans and project available for those immediate action situations.

#### **B. CONSTRUCTION OBSERVATION SERVICES**

Construction observation services are a very important tool that the CLIENT has at its disposal. COMPANY will work closely with the Construction Team to help ensure the contractor's work is completed in general accordance with the approved plans and specifications. When the contractor's work has not been completed in accordance with the approved engineering plans and specifications or when substandard material is incorporated into the project, increased future maintenance costs for the CLIENT and its residents is often the result.

COMPANY anticipates that the project will be substantially completed in two to four (4) weeks with four (1) additional weeks to restore and complete landscaping. Man-hours estimated for this project were based upon COMPANY on-site personnel working forty (40) hours per work week for three weeks and twenty hours (20) per week for four weeks. Man-hours will vary based upon the schedule of the project. This contract is based upon a specific number of working days the construction engineer anticipates being on-site. Additional work due to an extended schedule dictated by the contractor's performance, unforeseen conditions, or changes requested by the CLIENT will warrant a Contract Addendum.



## **2.0 Scope of Services**

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

### **A. CONSTRUCTION ADMINISTRATION (T&M NOT-TO-EXCEED)**

COMPANY is proposing to provide the following under Construction Administration:

- a. One (1) Project Engineer to provide technical support for five (5) weeks, averaging four (4) hours per week for a total of 20 hours. Tasks will be dictated by current project issues requiring engineering and/or plan modifications. The number of man-hours that the Project Engineer expends during a given week is highly dependent upon the difficulty of the proposed work, time of year, and contractors production rate (i.e. multiple crews).
- b. The CLIENT Engineer and/or Senior Civil Engineer with time totaling up to 20 hours to assist the Project Engineer with tasks including the following:
  1. Technical review of shop drawings and other submittals by the Contractor to determine if design is met and respond to the Contractor with comments or approval.
  2. As requested, provide technical review to support response to Requests for Information (RFI).
  3. Proposed plan modification coordination and provide recommendations to contractor and/or CLIENT.
  4. Attendance at one (1) preconstruction meeting.
  5. Answer technical questions as requested by Construction and Project Engineer.
- c. COMPANY administrative assistance to support technical communications, for seven (7) weeks averaging two (2) hours per week for a total of fourteen (14) hours.

### **B. CONSTRUCTION OBSERVATION SERVICES (T&M NOT-TO-EXCEED)**

#### **1. Construction Observation**

COMPANY is proposing to provide one (1) construction engineer to provide construction observation services averaging forty (40) hours per week for three (3) weeks and twenty (20) hours per week for four (4) weeks. COMPANY anticipates one (1) construction engineer will be on-site on a daily basis.

COMPANY will be present on-site to observe and verify that items are being constructed in general conformance with the approved plans and specifications.

Construction observation services will include the observation of the following activities: culvert and end section installation. COMPANY will provide the equipment, instruments, supplies, transportation, and personnel technically qualified to perform the services listed in this contract.

COMPANY will document the quality and progress of the contractor's work through the use of a daily diary and weekly field reports submitted to the CLIENT. COMPANY will measure/calculate and document pay item quantities for completed work. The measurements/calculations and documentation will be memorialized in a field notebook or on an Inspector's Daily Report (IDR) for pay items. Quantities from the field notebook and or IDRs will be incorporated into a quantity book that documents the contractor's daily progress. Additionally, COMPANY will observe/document the sanitary sewer testing in accordance with CLIENT and IEPA standards.

COMPANY will observe the temporary restoration and repair of surface drainage, driveways, and roadways damaged or removed during the construction of the project.

When the project has been substantially completed, COMPANY, the CLIENT, and the contractors will conduct a field review of the improvements to identify incomplete or deficient items requiring completion or correction.

## **2. Administration**

Administration is also included in the Scope of Work. This allows COMPANY to attend the pre-construction meeting, complete payment estimates, process lien waivers, complete IDRs, weekly reports, documentation of quantities, and prepare change orders. COMPANY will document quality/quantity of materials incorporated into the project. This will ensure that materials provided will comply with the materials required by the plans and specifications.

Payment estimates and requests will be forwarded to the Village Administrator for approval.

## **3. Meetings**

COMPANY anticipates that there will be one (1) preconstruction meeting for the project. COMPANY anticipates providing a Technical Manager, and one (1) Construction Engineer who will attend the preconstruction meeting. COMPANY staff will complete meeting agenda and meeting minutes for the preconstruction meeting.

COMPANY will prepare the meeting agenda, provide preconstruction meeting notifications, and or prepare meeting minutes for the preconstruction meeting.

## **C. DECI SERVICES**

COMPANY will provide Designated Erosion Control Inspector services as required per Lake County Stormwater Management Condition of Approval and Village Ordinance. DECI will be in attendance at Pre-Construction Meeting.

### **3.0 Items not included in Agreement/Supplemental Services**

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

- Construction Layout

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

### **4.0 Services by Others**

- Soils Testing

### **5.0 Client Responsibilities**

- Coordinate / submit e-blasts and information to Village residents

### **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. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

#### **6.3 Extra Work**

Any work required but not included as part of this contract will 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. 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:

| ITEM                                      | TASK  | MAN-HOURS | LABOR COST        |
|---|---|-----------|-------------------|
| <b>A. Construction Administration</b>     | One Project Engineer x 4 hours/week x 5 weeks at \$142.00 | 20        | \$2,840.00        |
|   | One Village Engineering Rep x 20 hours at \$210.00        | 20        | \$4,200.00        |
|   | One Admin x 2 hours/week x 7 weeks at \$80.00             | 14        | \$1,120.00        |
| <b>CONSTRUCTION ADMINISTRATION TOTAL:</b> |   | <b>54</b> | <b>\$8,160.00</b> |

| ITEM                                  | TASK   | MAN-HOURS  | LABOR COST         |
|---------------------------------------|--|------------|--------------------|
| <b>B. Construction Observation</b>    | Substantial Completion Construction Observation  |            |                    |
|                                       | Pay Request / Coordination with a Change Order Request. (Three (3) Pay Requests and or Change Orders x four (4) hours per request) | 212        | \$26,500.00        |
|                                       | Verify materials and quantities, construction observation and documentation (200 hours)  |            |                    |
|                                       | Punchlist to Final Completion (Punchlist Walkthrough, Punchlist Letter, and Final Punchlist Walkthrough) (One CE x 10 hours)       | 10         | \$1,250.00         |
|                                       | Pre-construction Meeting and Meeting Minutes (Tech Manager and CE)   | 8          | \$1,000.00         |
| <b>CONSTRUCTION OBSERVATION TOTAL</b> |  | <b>230</b> | <b>\$28,750.00</b> |



| ITEM                        | TASK  |           |                   |
|-----------------------------|---|-----------|-------------------|
| <b>C. DECI Services</b>     | Erosion and Sediment Control and Dewatering Observation and Documentation per Lake County SMC/Village Ordinances (20 hours) | 20        | \$2,500.00        |
| <b>DECI SERVICES TOTAL:</b> |   | <b>20</b> | <b>\$2,500.00</b> |

| ITEM                                      | TASK     |          |                   |
|---|----------|----------|-------------------|
| <b>D. Soils and Materials Testing</b>     | Lab fees | 1        | \$3,000.00        |
| <b>SOILS AND MATERIALS TESTING TOTAL:</b> |          | <b>1</b> | <b>\$3,000.00</b> |

**SUMMARY OF FEES:**

|              |                             |                                    |
|--------------|-----------------------------|------------------------------------|
| A.           | Construction Administration | \$8,160.00                         |
| B.           | Construction Observation    | \$28,750.00                        |
| C.           | DECI Services               | \$2,500.00                         |
| D.           | Soils Testing               | <u>\$3,000.00</u>                  |
| <b>TOTAL</b> |                             | <b>\$42,410.00 (Not to Exceed)</b> |

**7.0 Terms and Conditions**

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and HR Green. All terms and conditions contained in that agreement apply to this Agreement.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

**HR GREEN, INC.**

*Timothy J. Hackett*

Timothy J. Hartnett

Village Engineering Consultant  
Vice President /Practice Leader -

Title: Governmental Services Midwest Date: 02/15/2017

**VILLAGE OF ANTIOCH**

Accepted by:

Printed/Typed Name:

Title: VILLAGE ADMINISTRATOR Date: 2/22/17