#### Village of Antioch

#### **RESOLUTION 18 - 37**

### A RESOLUTION APPROVING CONTRACTS WITH HR GREEN FOR MUNICIPAL ENGINEERING SERVICES FOR THE REPLACEMENT OF THE CREST/HOLBEK SANITARY SEWER

WHEREAS, acting with the direction and approval of the Board, the Administrator and his staff have worked to study the existing sanitary sewer system and the flow moving through said system over time, and

WHEREAS, the results and finding of the Administrator's study show that the wet weather flow that is received at the waste water treatment facility is in excess of the expected flow from the tributary area of the easterly sanitary collection system of the Village, and

WHEREAS, it has been determined that it is in the best interests of the Village and its residents to eliminate the excess flow from the collection system flow due to the cost savings associated with not treating and handling excess flow, and

WHEREAS, the Village's strategic plan contains an initiative to study and eliminate the excess flow from the sanitary collection system, and

WHEREAS, the study done last year on the west -half of the system identified a restriction in the Village's system on Crest Lane and Holbek Avenue, and

WHEREAS, the proposed solution to gain capacity is to replace this segment of sewer with a larger pipe, and

WHEREAS, the Administrator has negotiated draft contracts with HR Green in the form attached as Exhibit A, 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 the engineering and bidding of the Crest/Holbek sanitary sewer 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 23<sup>rd</sup> DAY OF MAY, 2018.

ATTEST:

AWRENCEM, HANSON, MAYOR

CHERYL MATEJA, DEPU



#### PROFESSIONAL SERVICES AGREEMENT

For

Sanitary Sewer Replacement Crest Lane and Holbek Drive
Design and Bidding Phase Services

Mr. Jim Keim, Village Administrator Village of Antioch 874 Main Street Antioch, IL 60002

> Prepared by Ravi S. Jayaraman, PE Senior Project Manager

Reviewed by:
Timothy J. Hartnett
Vice President/Practice Leader-Governmental Services Midwest

HR Green Project No: 86160151.02

April 16, 2018

#### **TABLE OF CONTENTS**

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	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

HR Green recently completed a sewer hydraulic study of the west side of the Village of Antioch. One of the recommendations in the Study Report was to replace approximately 1,200 feet of 12-inch diameter sanitary sewer with an 18-inch diameter sanitary sewer between manholes and eliminate system cross connections for the purpose of improving system flow characteristics to minimize the potential for system surcharge. The project location is along Crest Lane and Holbek Drive.

#### 1.2 Design Criteria/Assumptions

The design criteria for this project will be the CLIENT Codes and Standards and the Illinois Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition and the IDOT Standard Specifications for Road and Bridge Construction, latest edition, if specific CLIENT Codes and Standards do not exist for a particular work item.

#### 2.0 Scope of Services

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

#### 2.1 Engineering Design Services

#### Right of Way Survey

COMPANY will recover existing right-of-way evidence for approximately 1,200 feet of roadway along Crest Lane and Holbek Drive in Antioch, Illinois. COMPANY will calculate the existing right-of-way as shown on provided Plats of Subdivision and Plat of Dedication/right-of-way maps to include on the base map.

#### Roadway Topographic Survey

Roadway survey taken at 50 foot cross-section intervals will include the area from the existing centerline to 15 feet outside of the rights-of-way on one side of the road. Survey will include existing visible features and improvements including topography and improvements lying within the limits as described above. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer, and water main structures along the roadway, both sides, will be surveyed, including rim elevation, invert pipe size, direction, and elevation as observed at unlocked manholes. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011). Elevations will be based upon NAVD88 or local benchmarks.

#### **Tree Survey**

COMPANY will locate existing trees greater than four (4) inches in diameter within the project limits. Tree size and type (coniferous or deciduous) will be referenced within the topographic base map.

#### Site Topography Survey Base Map

COMPANY will generate an AutoCAD Civil 3D drawing of the existing features collected along the roadway according to IDOT standards. One (1) foot contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide a AutoCAD Civil 3D drawing with existing features and improvements within the project limits to be shown. Topographic Survey base map will show tags to existing visible utilities and features.

#### Design, Permitting and Engineer's Opinion of Probable Construction Costs

COMPANY will prepare construction documents for an 18-inch diameter replacement gravity sanitary sewer main from Manhole 35 to Manhole 53 (see attached exhibit), as identified in the "Sanitary Sewer Study: West Service Area: report, along Crest Lane and Holbek Drive. The sewer system connections between Manholes 38, 47, and 48 will be eliminated to minimize the opportunity for sewer surcharge at Manhole 36. The construction documents will consist of plan and profile sheets, detail sheets, and technical specifications for the gravity sanitary sewer.

COMPANY will prepare an IEPA Sanitary Sewer Permit application, and secure an IEPA permit for construction and operation of the replacement sanitary sewer designed under this contract.

Company will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) for construction of the replacement sanitary sewer designed under this contract at the 90% design milestone.

#### **Bidding Services**

COMPANY will prepare a unit price bid package for the gravity sanitary sewer replacement project, containing bidding documents, contract specifications, technical specifications, and construction administration documents.

COMPANY will also assist in the bidding process, evaluate bidder questions and issue addenda, evaluate the bids, and make a recommendation for award to the CLIENT.

#### Meetings and Project Coordination

COMPANY will organize and attend a 90% design meeting. The purpose of this meeting will be to familiarize the CLIENT with the engineering plans to facilitate final review by the CLIENT. COMPANY will prepare an agenda and provide meeting minutes to all parties.

Professional Services Agreement Sanitary Sewer Replacement Crest Lane and Holbek Drive HR Green Project Number: 86160151.02 April 16, 2018 Page 3 of 6

COMPANY will organize and attend one Pre-Bid meeting for contractors interested in bidding on this project. The purpose of this meeting is to insure that contractors are made aware of project requirements. After discussing with CLIENT, COMPANY will consider making this meeting mandatory for any contractor wanting to submit a bid. COMPANY will prepare a sign in sheet, prepare an agenda and provide meeting minutes to all parties.

COMPANY will attend the bid opening, hosted by the CLIENT.

COMPANY has included project administrative time to complete general administration and documentation tasks by an Administrative Assistant. This time includes general coordination throughout the project with the CLIENT, Contractors, and any other external agencies for the anticipated project duration. This time also includes final review/QC of meeting agenda/minutes and preparation of correspondence with the CLIENT, IEPA, and others as needed.

#### 3.0 Deliverables and Schedules Included in this Agreement

Deliverables included in this contract are:

- 1. Construction Plans
- 2. Contract Documents:
  - a. Bidding Documents
  - b. Contract Documents
  - c. Contract Specifications
  - d. Technical Specifications
  - e. Construction Administration Documents
- 3. IEPA Permit Application and Permit
- 4. Engineers Opinion of Probable Construction Cost (EOPCC)

It is anticipated that the CLIENT and COMPANY will enter into this AGREEMENT in May 2018, for services to be provided during 2018. Design is anticipated to be completed July 2018 and submitted to IEPA for permit review at this time. Bidding will occur during the 90 day IEPA review period in August/September 2018. Project construction schedule will be determined at the 90% design meeting.

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:

- 1. Permit Fees (CLIENT)
- 2. Easement Document Preparation and/or Platting Fees (Not anticipated. If required, under separate contract with CLIENT)
- 3. Tree species and quality report will not be provided as a part of the topographical survey
- 4. SWPPP, NOI (Not required, less than 1 acre disturbance)
- 5. Geotechnical Services (Separate contract by CLIENT)
- 6. Wetland Consulting, Investigation or Flood Plain Analysis (Not anticipated, County maps show work area outside area of disturbance. If required, under separate contract with CLIENT)
- 7. Construction Phase Services (Submitted separately prior to project bid)

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

#### 5.0 Services by Others

Geotechnical engineering to obtain the necessary soils information for design and construction including soil borings, proctors, gradations and soil and fill densities along the route of the gravity sewer. Separate consultant proposal to be solicited for the work.

#### 6.0 Client Responsibilities

The CLIENT shall provide any available documents of record along the proposed sanitary sewer main route.

The CLIENT shall provide any available data related to size and depth of dry utilities along the proposed sanitary sewer main route.

The CLIENT shall provide any available existing easement documents along the proposed sanitary sewer main route.

The CLIENT shall contact JULIE to mark all existing utilities along the proposed sanitary sewer main route in advance of the topographic survey being scheduled.

#### 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: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

Professional Services Agreement Sanitary Sewer Replacement Crest Lane and Holbek Drive HR Green Project Number: 86160151.02 April 16, 2018 Page 5 of 6

#### 7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

#### 7.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services 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 service 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 in the amount of \$52,400.00

#### 8.0 Terms and Conditions

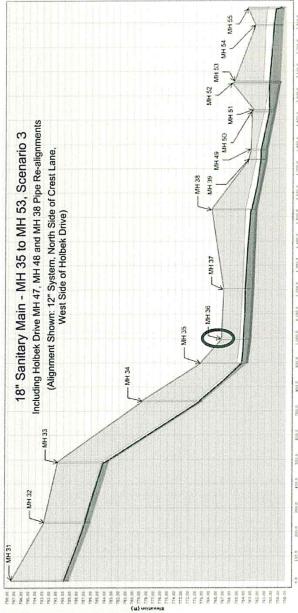
This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.

Professional Services Agreement Sanitary Sewer Replacement Crest Lane and Holbek Drive HR Green Project Number: 86160151.02 April 16, 2018 Page 6 of 6

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,

Sincerely,				
HR GREEN, INC.	an			
Ravi Jayaraman, PE		-		
Approved by:	Tirothy J. Harke	H	-	
Printed/Typed Name: Vice President/F Title: Governmental S		Date:	April 16, 2018	
VILLAGE OF ANTIOCH				
Accepted by:				
Printed/Typed Name:	DIM KEN	1/12		
Title: YIUWOK	SOMES SPETTOP	_Date:_	5/23/18	
OAB6160151\Proposal\Sanitary Sewer Replacement\Agt_HRG_Sanitary\SewerReplacement_041218.docx				
Sprone by Brad 5/23/18				
5- 1 ale	0 rent			



## Project Results: Scenario 3





# Legend Pipe Alignment Shown in Profile Above Pipe Modification Sanitary Sewer Force Main Gravity Ulift Station Sanitary Manhole

