

Municipality Village of Homer Glen	L O C A L A G E N C Y	Preliminary Engineering And Construction Guidance Agreement	C O N S U L T A N T	Name HR Green, Inc.
Township				Address 420 N. Front Street
County Will				City McHenry
Section No. 17-00019-00-WM				State Illinois

THIS AGREEMENT is made and entered into this _____ day of September, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 159th Street Water Main Extension
Route 159th Street Length 7,288 FT (1.378 Miles) (Structure No. N/A)
Termini Gougar Road to Cedar Road

Description:

Provide Phase III construction services for the 159th Street Water Main Extension project consisting of water main installation, fire hydrants, valve vaults, excavation, erosion control measures, and all incidental and collateral work necessary to complete the improvements.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER a time and material fee for all services performed as stipulated in paragraph 1l, 2, 3, 5 and 6 for a NOT TO EXCEED amount of \$74,000.00 (5.75% of the completed construction cost) – See Exhibit A.
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the _____ percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus 165 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 165 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 165 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By 
Village Clerk
(Seal)

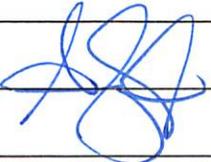
Executed by the ENGINEER

ATTEST:

By 
Title Project Engineer

Village of Homer Glen of the
(Municipality/Township/County)

State of Illinois, acting by and through its

By 
Title Mayor

HR Green, Inc.

420 N. Front Street

McHenry, Illinois 60050

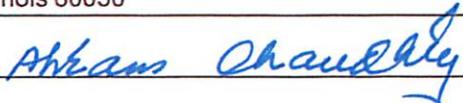
By 
Title Vice President

EXHIBIT A

**Construction Engineering
Scope of Services**

159th Street Water Main Extension
17-00019-00-WM

Presented to:

Village of Homer Glen

Presented by:



September 2017

Project Understanding

The project consists of water main installation along 159th Street between Gougar Road and Cedar Road in the Village of Homer Glen. The construction work involves water main installation, fire hydrants, valve vaults, storm sewer installation, hot-mix asphalt driveways, trench backfill, erosion control measures, and all necessary and collateral work to construct the improvements.

HR Green will provide a qualified Construction Engineer to perform Construction Observation Services to observe that items being constructed and materials being utilized are in general conformance with the approved plans and specifications, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, the Illinois American Water Standards, Manual on Uniform Traffic Control Devices for Streets and Highways and the Standard Specifications for Water and Sewer Main Construction in Illinois; latest edition.

CONSTRUCTION ENGINEERING

Project Initiation

The project startup allows HR Green time to review the plans and specification prior to the start of the project, attend the preconstruction meeting with the contractor and the Village. HR Green will coordinate with the Village to ensure that the various governmental entities are aware of the project details and any impacts that the project may create. HR Green will also coordinate with the contractor to ensure that a progress schedule is submitted prior to the start of construction, that subcontractor forms are submitted, ensure that proper notice is provided to the Village, nearby schools, Police and Fire and the motoring public prior to the start of the project.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting the work.

Construction Observation

HR Green will be on-site to observe that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the various manuals listed above. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the Village informed as to the progress of construction. HR Green will complete Inspector's Daily Reports (IDR), a daily diary and keep the Village informed as to the progress of construction.

HR Green will verify that all water main standards and requirements for Illinois American Water and the engineering plans are being adhered to by the Contractor. The Illinois American Water requires as-built plan and GPS information upon substantial completion of the project. HR Green will provide the necessary equipment and personnel to collect the required data during the water main installation. The data will be processed using AutoCAD and the deliverables required by Illinois American Water will be submitted prior to the completion of the project. It is anticipated that a total of two submittals will be required for approval.

Final Payment Estimate, Punchlist and Project Closeout

HR Green will measure and document contract quantities, complete payment estimates, and change orders. HR Green will verify that all materials incorporated into the project are IDOT approved materials and are in accordance with the Special Provisions of this contract.

Once substantial completion of the work has been completed by the contractor, HR Green will review the project on site and produce a punchlist. The punchlist will be submitted to the contractor and will contain a detailed list of ancillary work that needs to be addressed before final acceptance of the project. The list is typically comprised of clean-up work, minor repairs and incidental features.

Project Closeout includes the preparation of final job records in accordance with IDOT policy. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

Project Administration, Coordination and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, the Village, the general contractor and subcontractors.

Our experience gained in completing projects for Municipal, County, and Road District clients has led us to an understanding of the critical nature of early project coordination both with public agencies and affected property owners/residents. By maintaining open levels of communication from the beginning with all of the stakeholders involved in the process, we gain access to their invaluable input and support. Project coordination work will include:

1. The scheduling of an initial preconstruction meeting with the Village, Illinois American Water, and the Contractor to review the overall project and scope of work to ensure that the goals and objectives of the Village will be satisfied.
2. Project documentation is also critical to project success. HR Green will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.

Material Testing

HR Green will initiate material testing services from a qualified subconsultant to perform work related to the trench backfill testing during water main and storm sewer installation. HR Green will coordinate directly with the subconsultant for scheduling and testing requirements during construction to verify the necessary compaction requirements are adhered to during water main installation. The testing reports will be submitted to HR Green and be included with the various daily reports that will be coordinated with the Village.

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Summary of Costs

The following table details the Phase III engineering costs associated with the scope of work.

Construction Engineering	Cost
Project Initiation	\$2,400.00
Construction Observation	\$64,600.00
Final Payment Estimate, Punchlist & Project Closeout	\$2,400.00
Project Administration, Coordination & Meetings	\$1,600.00
Material Testing	\$3,000.00
Total	\$74,000.00