



## **PROFESSIONAL SERVICES AGREEMENT**

For

**151<sup>st</sup> Street Improvements  
Construction Engineering Services**

Village of Homer Glen  
Michael Salamowicz  
Development Services Director  
14240 W 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632

Kevin Berry, PE  
Construction Project Manager  
HR Green, Inc.  
420 N Front Street  
McHenry, IL 60050

March 28, 2019

## **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 Homer Glen (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The CLIENT proposes to install a pedestrian path along the north side of 151<sup>st</sup> Street between Eagle Ridge Drive and Heritage Circle. The path will provide access from Woodbine Estates to the new Heritage Park. The project will be constructed with Local Funds.

The construction engineering services will include coordination, attendance and documentation of the preconstruction meetings, documentation of contract quantities, completions of payment estimates and change orders.

### **1.2 Construction Assumptions**

Completion of project documentation and construction observation in accordance with Village and IDOT documentation requirements.

## **2.0 Scope of Services**

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

COMPANY anticipates this project will begin approximately May 13, 2019 and will be completed June 14, 2019. The man-hours required for construction observation were based upon the time required to monitor the project and that the contractor will complete the project by the contract specified deadline. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY:

### **A. Start Up**

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

COMPANY will coordinate with the CLIENT to ensure that all governmental entities are aware of the project details and any impacts that the project may create.

COMPANY anticipates that a Construction Technician will be onsite a total of four (4) hours to complete the above noted coordination and construction preparation.

### **B. Construction Observation**



COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete a daily diary and measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY 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. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates a Construction Technician will be onsite for approximately fifty (50) hours for the duration of the projection to complete the above noted coordination and construction preparation. A total of fifty (50) hours have been allotted for daily field construction observation for this project.

#### **C. Administration/Coordination**

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, The CLIENT, the contractors, and subcontractors. COMPANY has allotted approximately one (1) hour per week for the management and oversight of the project by the Senior Construction Project Manager and to coordinate with the CLIENT as needed. A total of four (4) hours have been allotted for the administration of this project.

#### **D. Meetings**

COMPANY will attend the preconstruction meetings with the CLIENT, the contractor and subcontractors. COMPANY anticipates that there will be one (1) preconstruction meeting with the CLIENT, the contractor, COMPANY. A total of six (6) hours have been allotted for the Senior Construction Project Manager to attend the preconstruction meetings, to complete the preconstruction meeting agenda and preconstruction meeting minutes.

#### **E. Project Close Out**

COMPANY anticipates approximately four (4) hours for completing the project closeout and final documentation for this project. This task 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, and field books and records will be indexed and boxed for final submittal.



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

COMPANY anticipates this project will begin approximately May 13, 2019 and will be completed June 14, 2019

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. As-built survey services

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

### **5.0 Services by Others**

No outside services have been included in this agreement.

### **6.0 Client Responsibilities**

No additional CLIENT responsibilities beyond those listed above have been included in this agreement.

### **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.

#### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 30 days upon receipt of invoice.

#### **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 basis with a Not to Exceed fee of \$8,585.00.



## 8.0 Terms and Conditions

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and



costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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.

Approved by: Akram Chaudhry

Printed/Typed Name: Akram Chaudhry

Title: Vice President Date: March 28, 2019

Village of Homer Glen

Accepted by: [Signature]

Printed/Typed Name: George Lyman

Title: Mayor Date: 4/10/2019



## AVERAGE HOURLY PROJECT RATES

FIRM

HR Green, Inc. \_\_\_\_\_

DATE 03/28/19

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Start Up			Construction Observation			Meetings			Adminstration			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	4.0	5.88%	4.12							3	50.00%	35.00	1	25.00%	17.50			
Construction Engineer II	39.50	61.0	89.71%	35.43	4	100.00%	39.50	50	100.00%	39.50	3	50.00%	19.75				4	100.00%	39.50
Admin Assistant II	25.00	3.0	4.41%	1.10										3	75.00%	18.75			
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<b>TOTALS</b>		68.0	100%	\$40.65	4.0	100.00%	\$39.50	50.0	100%	\$39.50	6.0	100%	\$54.75	4.0	100%	\$36.25	4.0	100%	\$39.50