



PROFESSIONAL SERVICES AGREEMENT

For

**151st Street
Cedar Road to Bell Road
Plats of Conveyance/Easement**

Section No.: 16-00017-00-WR

Joe Baber, Village Manager
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491
847.439.3900

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HR Green Project Number: 191452.01

March 21, 2024

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THIS **AGREEMENT** is between the VILLAGE OF HOMER GLEN (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The project involves plats and legal descriptions for proposed right of way (ROW) and easements to be acquired along 151st Street in Homer Glen, Will County, Illinois. This scope of work is based upon Phase I plans created by the COMPANY. CLIENT and COMPANY hereinafter collectively referred to as "Parties" or "The Parties" for purposes of brevity herein.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Surveying Services

Prepare a plat of conveyance and easement with legal descriptions according to IDOT Guidelines for an assumed maximum of twenty-seven (27) adjacent parcels of land to be acquired for ROW, permanent easements, or temporary construction easements within the project limits identified in Phase I. Boundary survey will be performed on an assumed maximum of twenty-seven (27) subject parcels as described in the provided title commitments Schedule A as required to complete the proposed plat of highways. Following construction, each proposed right-of-way parcel will be monumented with 5/8" steel bars or other suitable markers.

2.2 The Company shall perform the services described in the "Scope of Services" contained in Section of this Agreement, and as described in "Section II Project Details" of the Village's Request for Proposal, attached hereto as Exhibit A. To whatever extent the Scope of Services set forth herein, conflicts with the Scope of Service provisions set forth in Exhibit A, then the CLIENT shall have the sole exclusive right to elect which provision or provisions control.

3.0 Deliverables and Schedules Included in this Agreement

3.1 The following deliverable(s) will be generated for this project and are included in this AGREEMENT:

A. Plat of Conveyance/Easement to be submitted to IDOT for review and approval.

3.2 Project Schedule

COMPANY understands that this is a critical project to the CLIENT and the work will be completed in timely fashion. The project schedule includes the following estimated target dates:

A. Anticipated Notice to Proceed (NTP): July 15, 2024

B. Estimated Completion: November 15, 2024 (4 weeks from NTP)

This schedule was prepared to include reasonable allowances for review and approval times required by 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 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. Updated Title Commitments
- B. ROW Acquisition Services
- C. Construction Layout

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

5.0 Services by Others

- A. None – previous title commitments will be referenced.

6.0 Client Responsibilities

- A. Supply updated title commitments for each parcel.
- B. Review plats in a timely manner so as not to negatively impact the project schedule.

7.0 Professional Services Fee

7.1 Fees

The fee for the services described in Sections 2.1 and 2.2 , and for any “Extra Services” authorized and approved by the Corporate Authorities for the Village of Homer Glen as set forth in Section 7.3 of this Agreement, will be based on COMPANY salaried rates which are attached hereto as Exhibit B to this Agreement. 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 service is done.

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.

7.3 Extra Services

Any service required but not included in Section 2.2 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. The Parties acknowledge and agree that the COMPANY must notify the CLIENT if any discussed or requested services and expenses exceed the Scope of Services of this AGREEMENT as set forth in Section 2.2 herein, and are “additional services,” prior to COMPANY’s performance of any additional services and expenses. Further, any additional services and expenses requested of the COMPANY beyond the Scope of Services contained within this AGREEMENT must be authorized and approved by the Corporate Authorities for the Village of Homer Glen, prior to COMPANY’s performance of any requested additional services and expenses. All approved additional services will be conducted on an hourly basis and billed according to COMPANY’s billing rates, set forth In Exhibit B. If requested, a fee estimate will be provided for a task or assignment based on a defined work scope. Any such approved additional services shall be memorialized in writing as written amendments to this AGREEMENT



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the AGREEMENT. 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 \$19,500.00.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

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.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.3 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.4 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.5 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.6 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.7 Waiver

The Parties' failure to enforce any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of the Parties' prospective right to enforce such any other terms, conditions, or covenants, or the breach thereof in the future.

8.8 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.9 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.10 Third-Party Beneficiaries

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. The 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 the 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.

8.11 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.12 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due, or for any other matters arising under this AGREEMENT, the Court, in any such litigation, shall award reasonable costs and expenses, including attorney fees, to the party that prevailed in the defense or prosecution of the matter. 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.

8.13 Ownership of Instruments of Service

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. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times. As it relates to for use on this project, upon payment of all services performed to date, and provided the Village is not in default of the Agreement, the Village should retain a license to use the instruments of service for the project.,

8.14 Reuse of Documents

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 attorneys' 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 express 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.

8.15 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.16 Design Information in Electronic Form

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 its 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 express 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 attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.17 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.18 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. For purposes of this AGREEMENT, such causes include,

but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.19 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. 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.

8.20 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.21 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT'S sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.22 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify



and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.23 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.24 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

8.27 Insurance and Indemnification.

To the fullest extent permitted by law, the COMPANY agrees to indemnify, defend and hold harmless the CLIENT, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and (ii) is alleged to be caused in whole or in part by any wrongful or negligent act or omission of the COMPANY or anyone directly or indirectly employed by COMPANY, or anyone for whose acts it may be liable. Nothing herein shall be construed as to require COMPANY to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. COMPANY shall similarly agree to defend, protect, indemnify and hold and save harmless the CLIENT, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of COMPANY's breach of any of its obligations under, or default of, any provision of any contract entered with the CLIENT for such services.

1. Insurance Requirements COMPANY shall procure and hold at all times the following types of insurance with the following limits.

- a. Commercial General and Umbrella Liability Insurance (CGL):
 - 1) \$1 million per occurrence
 - 2) \$2 million aggregate
- b. Professional Liability Insurance
 - 1) \$1 million per occurrence
 - 2) \$1 million annual aggregate
- c. Auto Liability
 - 1) \$1 million per occurrence Combined Single Limit or
 - 2) \$1 million bodily injury per occurrence
 - 3) \$500,000 property damage
- d. Worker's Compensation Insurance
 - 1) Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

All Certificates of Insurance shall include the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, and volunteers as additional named insureds, on a primary, non-contributory basis.



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 – Transportation

Date: March 21, 2024

VILLAGE OF HOMER GLEN

Accepted by:

Joseph D. Baber

Printed/Typed Name:

Joseph D. Baber

Title: Village Manager

Date: 6/20/24

EXHIBIT A



HOMER GLEN

REQUEST FOR QUALIFICATIONS

PHASE II ENGINEERING

for

151st STREET

FROM CEDAR ROAD TO BELL ROAD

Submission Deadline: no later than 3:00 PM on March 18, 2022

GENERAL

The Village of Homer Glen (Village) will accept Statements of Qualifications (SOQs) for Phase II engineering services for the 151st Street – Cedar Road to Bell Road Improvement Project (the Project).

The 151st Street corridor is in the northeastern portion of Will County, Illinois. The Village received federal funds from the Will County Government League (WCGL) through the Surface Transportation Program (STP). The STP program will provide a majority of the project funding for Phase II engineering services. Phase I engineering was completed and approved by the Illinois Department of Transportation (IDOT) on February 8, 2021.

The purpose of the project is to provide access to multiple future and existing traffic generators within the corridor and maintain acceptable flow of traffic, adjust the vertical profile to meet design speed standards and provide pedestrian accommodations. 151st Street will be reconstructed from a two-lane rural typical section to a three-lane urban typical section from west of Cedar Road and tying into the existing west approach at Bell Road. The remainder of the improvements include pedestrian facilities, storm sewer installation, retaining walls and utility adjustments. The intersection of 151st Street and Parker Road will be resurfaced, and traffic signals updated to include pedestrian signals. Construction of the project will require ROW acquisition. ROW acquisition services are not included in this Phase II engineering scope of services and will be covered under a separate agreement between Village and the Land Acquisition Services firm. The total length of the improvements is 13,423 ft or 2.54 miles.

SCOPE OF WORK

The selected firm will perform the Phase II engineering services required in a professional and satisfactory manner. The Village will provide a liaison as a point of contact throughout the Phase II process. All work must be completed in accordance with Village and IDOT policies and standards and the approved Project Report.

The anticipated scope of services includes but is not limited to the following:

- Provide a Phase II project schedule. The schedule should be a working tool that at a minimum show anticipated design phase milestone, meetings, submittals to various agencies, and completion.
- Attend meetings as necessary with involved stakeholders.
- Obtain all necessary approvals and permits from various agencies.
- Plan submittals to appropriate utility companies for utility conflict review.
- Complete and/or update topographic survey necessary to complete the contract plans and documents.
- Prepare plans, contract documents, specifications, and any other documentation required for the completion of federal-funded project.
- Prepare a construction cost estimate.
- Complete pavement designs for Hot Mix Asphalt roadway sections.
- Provide necessary geotechnical services.

- Provide project management and oversight throughout the Phase II process to support communication, and to control scope, schedule, and budget.
- Assist Village staff with any necessary STP or WCGL submittals and updates.

PROJECT SCHEDULE

Phase II design engineering is anticipated to begin in the Spring of 2022. Once Village staff has negotiated an agreement with the selected firm and received IDOT approval of the Phase II contract; staff will recommend Board approval. After approval and execution of agreement, the Village will send the selected firm a "Notice to Proceed"; and the firm would be expected to begin work within ten days of the receipt of notice. Phase II design shall be completed to meet a targeted Fall 2024 State letting.

PROPOSAL CONTENTS

The SOQ should be organized by the four areas listed below. Elements listed under each part must be included in the submittal.

- **Firm's Background** – Maximum of one page
Describe the general background and experience of your firm as it relates to this project.
- **Firm's Qualifications**
The firm must be prequalified with the Illinois Department of Transportation in Highways (Roads and Street) and shall identify experience completing projects of similar size and scope for federally funded projects with emphasis on completing projects on time and within budget, including any unique qualifications relevant to this project.
 - Provide three projects in which your firm completed Phase II services for a similar type of project. No more than 1 page for each project.
 - Projects must have utilized federal funds and processed through IDOT Bureau of Local Roads
 - Describe your firm's familiarity with the local conditions and the Village.

Any other relevant information consultant believes is specific to this project.

- **Firm's Key Project Personnel** – Maximum of four pages
Identify the key management and design staff the selected firm would utilize for this project, including brief resumes of Project Manager and Engineers.
- **Firm's Project Understanding and Approach** – Maximum of five pages
Describe how your firm has approached other design projects in the past, the firm's level of understanding of this project, and how the firm would approach this project. Consultant experience in obtaining supplemental funding on existing projects to cover any funding shortfall will be considered in the selection criteria.

EVALUATION CRITERIA

Responding firms will be ranked in order of performance from this evaluation on firm's qualifications relative to the evaluation criteria. The evaluation criteria are as follows:

| | |
|---|----------------|
| 1. Capability to perform work described in the scope: | 20 points max |
| 2. Past experience with Municipal governments: | 10 points max |
| 3. Familiarity with the local conditions and the Village of Homer Glen: | 15 points max |
| 4. Stakeholder communication experience: | 10 points max |
| 5. Key personnel's professional background: | 20 points max |
| 6. Demonstrates ability to meet the PH II design schedule: | 10 points max |
| 7. Firms project understanding and approach: | 15 points max |
| Total Points | 100 points |

-- END OF RFQ --