

Municipality Village of Homer Glen	L O C A L A G E N C Y	Preliminary Engineering Services Agreement	C O N S U L T A N T	Name HR Green, Inc.
Township				Address 420 N Front St
County Will				City McHenry
Section				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 Fiddymont Creek Sanitary Sewer Project

Route Various Length _____ Mi. _____ FT (Structure No. _____)

Termini Gougar Road and Cedar Road

Description:

The project consists of sanitary sewer improvements along Fiddymont Creek in the Village of Homer Glen.

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 improvements 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 and 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, Department of Natural Resources-Office 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 easement 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. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is 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 representatives of 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 as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 for a not to exceed amount of \$22,760.00 (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	Percentage Fees	
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, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 167 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 paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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 classifications 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. That payments due the ENGINEER for services rendered in accordance with this 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 paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - 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 under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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.

4. 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 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 167 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. 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 167 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. 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.

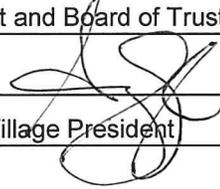
It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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 4 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.

IN WITNESS WHEREOF, the parties have caused the 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)

Village of Homer Glen of the
(Municipality/Township/County)
State of Illinois, acting by and through its
President and Board of Trustees
By 
Title Village President

Executed by the ENGINEER:

ATTEST: 
By _____
Title Project Engineer

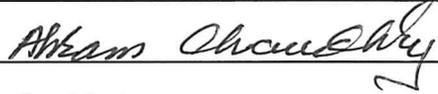
HR Green, Inc.
420 N. Front Street
McHenry, Illinois 60050
By 
Title Vice President

Exhibit A

**Phase II Design Engineering
Scope of Services**

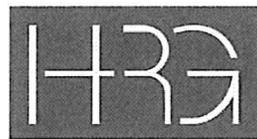
Fiddymment Creek Sanitary Sewer Project

Develop Contract Documents

Presented to:

Village of Homer Glen

Presented by:



HRGreen

December 17, 2015

PROJECT UNDERSTANDING

The project consists of sanitary sewer improvements along Fiddymment Creek in the Village of Homer Glen.

The project area is generally located along the existing Fiddymment Creek between Gougar Road and Cedar Road. The Village has provided pre-final plans and CAD files that were developed by McDonough Associates, Inc. (MAI) dated July 28, 2011. HR Green (HRG) will perform a review of the supplied information and develop final plans and specifications for the construction.

It is assumed the Inter-Governmental Agreement between the Village of Homer Glen and City of Lockport is complete and needs final review and signatures by both parties. The Village anticipates construction to take place in the fall of 2015.

Review Plans and Permits

HRG will conduct a thorough review the plans that have been prepared by MAI to determine current status and verify the design is consistent with Village and State of Illinois sanitary sewer specifications and standards.

HRG understands the following permits will need to be completed and submitted for approval:

- Illinois Environmental Protection Agency (IEPA) - Sanitary Sewer Construction;
- IEPA-Notice Of Intent;
- US Army Corps of Engineers Permit;
- IEPA NPDES Permit;
- Will County Permit;
- City of Lockport Connection Permit; and
- Homer Township Roadway Crossing Permit.

Quantities and Estimate of Cost

Opinions of probable construction cost will be developed and refined throughout the design process so that the Village has the latest cost estimate. There costs will be determined using pay items and the latest historical unit prices available for the area.

Utility Coordination

HRG understands this project involves several underground utility crossings which will require coordination with the separate utility companies. The project will be submitted to J.U.L.I.E. to obtain current contact information on the utility companies and HRG will coordinate directly with these contacts to prepare the contract documents. This will involve review of current utility maps and verification of the location of proposed sanitary sewer from these utilities.

Contract Documents

HRG understands that project costs are controlled best through the preparation of a detailed and accurate contract proposal booklet and specifications. The provided plans (completed by MAI) will be revised and developed for submittal to the Village for review and approval. For a project of this type two submittals prefinal and final, would be made. The prefinal plans would be submitted to the Village for review and comment. The comments would then be incorporated into the plans and a disposition of comments submitted.

HRG will develop and assemble the contract specifications and documents for this project in accordance with Village policies, procedures, and standards. The contract proposal documents would include the following:

Contract Plans

- Cover Sheet;
- General Notes;
- Summary of Quantities;
- Typical Sections;
- Sanitary Sewer System Plan and Profile;
- Erosion Control Plan;
- Restoration Plan; and
- Construction Details;

Bidding Assistance and Recommendation to Award

HRG will prepare the Computer Data form and schedule advertisement dates through the Local Roads office as well as the local newspaper. HRG will prepare reproducible plans and bidding documents and respond to questions during the bidding process.

At the bid opening, HRG will open and read aloud the results of each Contractor's bid and announce an apparent low bidder. Following the bid opening, HRG will examine the bid documents and perform calculation checks of each Contractor to confirm the low bidder and generate bid tabulations. Provided all bid documents are in order, HRG will prepare a letter of Recommendation to Award, Contract and Contract Bond for approval by the Village President.

ITEMS NOT INCLUDED

Right-of-Way or Easement engineering/surveying

PROFESSIONAL FEE SUMMARY

The following documents detail the engineering costs associated with the scope of work detailed.

Work	Hours	Rate	Cost
Review Plans and Permits	40	\$140	\$5,600.00
Quantities and Estimate of Cost	12	\$140	\$1,680.00
Utility Coordination	12	\$140	\$1,680.00
Contract Documents	40	\$140	\$5,600.00
Bidding Assistance and Recommendation to Award	40	\$140	\$5,600.00
Project Management and Administration	10	\$210	\$2,100.00
Direct Costs (mileage, printing)	-	-	\$500.00
Total	154		\$22,760.00