

Municipality Village of Homer Glen	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement</b>	<b>C O N S U L T A N T</b>	Name HR Green, Inc.
Township Homer				Address 323 Alana Drive
County Will				City New Lenox
Section Amberfield Detention Basin				State Illinois

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of June, 2013 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 Amberfield Subdivision Detention Basin Improvements

Route Clover Lane Length NA Mi. NA FT (Structure No. NA)

Termini East of Parker Road and North of Clover Lane within the Village of Homer Glen

**Description:**

Provide field survey, perform drainage analysis, develop contract documents and provide bidding services for improvements to detention area East of Parker Road and North of Clover Lane within Amberfield Subdivision.

#### 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.

- 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, 6, and Exhibit A attached in accordance with one of the following methods indicated by a check mark:
- 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	<u>A lump sum of \$9,030.00</u> <u>(See Exhibit A)</u> <hr/> <hr/> <hr/> <hr/> <hr/>	(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 162 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 162 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 162 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.

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**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:

Village of Homer Glen of the  
(Municipality)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

President and Board of Trustees

Village Clerk

By 

(Seal)

Title \_\_\_\_\_

Executed by the ENGINEER:

HR Green, Inc.

323 Alana Drive

ATTEST:

New Lenox, IL 60451

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Vice President

## **Exhibit A**

### **Preliminary & Design Engineering Scope of Services**

Amberfield Subdivision Detention Basin Improvements

Topographic Field Survey, Detailed Drainage Analysis with  
Recommendations, Develop Contract Documents and Provide Bidding  
Services

Presented to:

Village of Homer Glen

Presented by:



June 2013

## **Project Understanding**

The project is located in Amberfield Subdivision within the Village of Homer Glen East of Parker Road and North of Clover Lane. It has been identified that the existing subdivision detention basin was not constructed in accordance with the approved engineering plans. Preliminary investigation has determined the existing basin is approximately 30% short of the proposed storage volume.

The Village intends to construct the detention area in accordance with the intent of the original design. The anticipated construction activities to maximize storage volume may include modifications to the restrictor orifices, re-grading of the basin to remove accumulated sediment, and reconstruction of the 100-year emergency overflow weir.

The contract is based upon the following details:

- a. Vegetation overgrowth will be removed.
- b. The proposed basin will maintain its basic shape and limits.
- c. The sides of the basin will be graded at a maximum of 3:1 slopes to limit impacts to adjacent properties.
- d. The original drainage calculations or hydraulic analysis will be available for review, and the project will not include any new drainage studies to determine runoff and flow to the basin area.
- e. It has been assumed that the area within the basin is not a wetland and the area will be disturbed with no environmental or permitting coordination required.
- f. There are no utilities located within the basin area and coordination will not be necessary.
- g. No permits will be required for the project.

The Village anticipates starting the construction in August 2013 with a project completion date of September 15, 2013 to accommodate seed planting and establishment dates in accordance with the Standard Specifications.

## **Survey Services**

### **Topographic Field Survey**

HR Green will obtain additional topography on the back side of the berm to determine if the increased berm height will have an impact on the adjacent wetland. This information will also be included in the contract documents to provide Contractors an accurate description of the construction limits to provide the required fill material to raise the berm.

## **Engineering Services**

### **Detailed Drainage Analysis**

HR Green will review the topographic data, the original design plans and the design hydraulic analysis to determine the impact of the existing basin deviations. HR Green will prepare a design memo with an exhibit evaluating corrective measures and recommending modifications to the existing conditions that would best meet the intent of the original design. The original design intent is defined by the release rates provided by the designed restrictors and pond volumes. The drainage evaluation would not include an analysis of the development drainage areas, downstream conditions or an hydraulic model.

### **Storm Water Pollution Prevention Plan**

HR Green will prepare a Storm Water Pollution Prevention Plan for the Amberfield Detention Basin Improvements. The plan will be prepared to comply with the provisions of the NPDES Permit Number ILR40 for discharges from small municipal separate storm sewer systems, and include a site description, planned controls, proposed maintenance practices, erosion control inspection procedures, application of non-storm water discharge measures, Contractor Certification Statement and preparation of the Notice of Intent for Village signature.

## **Contract Documents and Bidding Services**

### **Contract Documents**

HR Green understands that project costs are controlled best through the preparation of a detailed and accurate contract proposal booklet and specifications. Plans will be developed to predetermined milestones 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.

HR Green 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;
- Project Location Map;
- Summary of Quantities;
- Basin Typical Section;
- Basin Grading Plan;
- Erosion Control Plan;
- Restoration Plan; and
- Construction Details;

#### Contract Documents

- Notice to Bidders;
- Index for Supplemental Specifications and Recurring Special Provisions;
- Check Sheet for Recurring Special Provisions;
- Check Sheet for Recurring Local Roads and Streets Special Provisions;
- Project Special Provisions;
- IDOT District 1 Special Provisions;
- IDOT Bureau of Local Roads and Streets Special Provisions;
- IDOT Bureau of Design and Environment Check Sheet and Special Provisions;
- Will County Prevailing Wage Rates, latest edition;
- IDOT Highway Standards;
- Proposal;
- Schedule of Prices;
- Signatures sheet;
- Apprenticeship or Training Program Certification;
- Affidavit of Availability;
- Local Agency Bid Bond, and;
- Estimate of Construction Cost

### **Bid Administration**

HR Green will assist the Village to coordinate advertisement of the project in accordance with State statutes and Village ordinances. The project will be publically advertised for a minimum of two weeks in the IDOT Local Roads Bulletin as well as the local newspaper. HR Green will distribute bid documents to qualified contractors. All associated printing costs are included in the cost of the contract.

Following the public bid opening, HR Green will review all bids received to determine compliance with the bidding requirements. Bid tabulations will be developed to ensure bid prices are accurate and for illustration for subsequent contract award. Upon review of the bids HR Green will assemble the contract documents for execution. In addition to the bidding documents listed above, the contract documents will include the following sheets:

Contract  
 Contract Bond  
 Sample forms of Certificates of Insurance to be issued if contract is awarded

Upon execution by the Contractor, HR Green will submit a recommendation letter to the Village for contract award.

**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 of Homer Glen, and prospective contractors.

Our experience gained in completing projects for municipal 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. Early project coordination also allows us to ensure that those items requiring action from other agencies are submitted early in the project in order to maintain the project schedule. Project coordination work will include:

1. Attendance at one coordination meeting to review the engineering and contract documents prior to the bid opening.
2. The scheduling and attendance of the bid opening to read the bids in accordance with State and Village ordinance.
3. 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.

**Summary of Costs**

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

<b>Work</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Survey Services	9	\$110	\$990.00
Detailed Drainage Analysis	12	\$165	\$1,980.00
Storm Water Pollution Prevention Plan	3	\$125	\$375.00
Contract Documents	30	\$125	\$3,750.00
Bid Administration	8	\$125	\$1,000.00
Project Administration, Coordination & Meetings	4	\$185	\$740.00
Direct Costs (mileage, printing)	-	-	\$195.00
<b>Total</b>			<b>\$9,030.00</b>