

RESOLUTION 23-06

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN IN CONNECTION WITH PROVIDING PROFESSIONAL ENGINEERING SERVICES THIES PARK IMPROVEMENTS – PHASE II (DESIGN ONLY)

WHEREAS the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide professional engineering services from time to time for the Village; and

WHEREAS HR Green, New Lenox, IL, is a company with professional and certified personnel skilled in providing professional engineering services for the design phase only of Phase II of the Thies Park Improvements; and

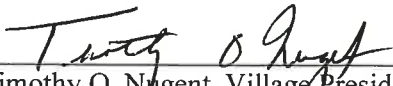
NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

SECTION 1: That an agreement for Professional Services with HR Green, New Lenox, IL, in connection with providing professional engineering services for the design phase only of Phase II of the Thies Park Improvements and the same is hereby approved.

SECTION 2: That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 18th day of December, 2023 and approved by me as Village President on the same day.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE				


Timothy O. Nugent, Village President

ATTEST:


Robin Batka, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Thies Park Improvements – Phase II (Design Only)

Village of Manteno
Mr. Chris LaRocque
Village Administrator
98 E Third Street
Manteno, IL 60950
Ph: 815.929.4800

Bruce Hill, PE, Municipal Executive
HR Green, Inc.
323 Alana Drive
New Lenox, IL, 60451
Ph: 815.320.7130

HR Green Project Number: 2303202.02

December 6, 2023

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THIS **AGREEMENT** is between Village Of Manteno (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT has requested COMPANY to design a new park at the southeast corner of N Cypress Drive & Park Street. Park area consists of 4.5 +/- acres.

Thies Park – Concept Plan Main Elements include:

- Proposed +/- 150 sq. ft. Restroom Building
- Two (2) Sand Volleyball Courts - with adjustable nets for beach tennis and bleachers
- Two (2) Bocce Ball Courts - with seating and shade structures
- Three (3) Pickleball Courts - with netting, fencing, windscreens, seating, and shade structures
- One (1) Wiffle Ball Diamond with Synthetic Turf - including fencing, backstop, scorer's table, shade structures, bleachers, and gear locker (excludes scoreboard)
- Turf Areas - for two (2) soccer fields
- Parking Lot Landscape (parking lot by Project Engineer)
- Landscape Screening - along the residential property
- Multi-Purpose Trail and Sidewalks
- Site Furniture - such as bench seating, drinking fountains, bike racks, and trash receptacles.

Phase II will consist of the above-mentioned amenities. Phase I consisted of the main line storm sewer that was needed to handle future stormwater caused by the above-mentioned amenities.

1.2 Design Criteria/Assumptions

- IDOT Standard Specifications for Road & Bridge Construction
- Village of Manteno Local Ordinance

2.0 Scope of Services

The CLIENT agrees to employ COMPANY and SUB-CONSULTANTS to perform the following services for Phase II of this project:

- 2.1 Prepare construction drawings anticipated as 19 Sheets (for 75% and 100% design stages).
- 2.2 Prepare construction specifications and contract documents using CLIENT and IDOT Standard Specifications.

- 2.3 Prepare an Opinion of Probable Cost for the project.
- 2.4 Develop a final project schedule for advertisement, bidding, and construction completion.
- 2.5 Attend Bid Opening

3.0 Deliverables and Schedules Included in this Agreement

The Project shall be initiated upon authorization by CLIENT.

1. Notice to Proceed (NTP) August 2023
2. CLIENT Bid opening January 25, 2024
3. CLIENT Council award contract February 5, 2024
4. Contractor Start (Anticipated) April 2024
5. Project Completion Date (Anticipated)..... October 2024

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:

- Construction Engineering Services – that will be part of a separate agreement.

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

5.0 Services by Others

- Weaver Consultants Group
 - Landscape Architecture Services
 - Park Planning Services
 - Construction Drawings
 - Project Opinion of Probable Cost
- Seeco Consultants, Inc.
 - Subsurface Exploration, Laboratory Testing, and Geotechnical Engineering and Analysis

6.0 Client Responsibilities

- N/A

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: (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. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

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:

- **Weaver Consultants Group = \$37,800.00 + 5% = \$39,690.00**
- **Seeco Consultants, Inc. = \$6,725.00 + 5% = \$7,061.25**
- **HR Green T&M, Not-to-Exceed = \$27,500.00**

Total Time and Material Basis with a Not-to-Exceed fee of: \$74,251.25

8.0 Terms and Conditions

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. CLIENT further agrees that the COMPANY performed prior work for the CLIENT at the CLIENT'S request during the time period beginning August 1st, 2023, through the authorization date below. CLIENT agrees that payment for this prior work is hereby authorized under this 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.

Bruce A. Hill
Municipal Executive – Governmental Services – Engineering

Approved by:

Printed/Typed Name: Timothy J. Hartnett

President – Governmental Services /

Title: Principal Date: December 6, 2023

VILLAGE OF MANTENO

Accepted by:

Printed/Typed Name: Timothy O. Nugent

Title: Village President Date: 12/18/2023