

RESOLUTION 24-06

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN IN CONNECTION WITH PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR 2024 MFT RESURFACING PROGRAM

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 for the 2024 MFT Resurfacing Program; and

WHEREAS HR Green, New Lenox, IL, is a company with professional and certified personnel skilled in providing professional engineering services from time to time for the Village; 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 2024 MFT Resurfacing Program 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 5th day of August, 2024 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 CJ Boudreau	✓			
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


Darla Hueley, Deputy Vcl



PROFESSIONAL SERVICES AGREEMENT

For

**Manteno, IL – 2024 MFT Resurfacing Program
Construction Engineering**

Prepared For:

Village of Manteno
Mayor Timothy Nugent and Trustees
c/o Mr. Chris LaRocque, Village Administrator
98 East Third St.
Manteno, IL 60950
Ph: 815.929.4800

Prepared By:

Bruce A. Hill, PE
Municipal Executive – Governmental Services Engineering
HR Green, Inc. 323 Alana Drive
New Lenox, IL 60451
815.462.9324

Project No. 2303588.01

July 24, 2024

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

1.0 Project Understanding

1.1 General Understanding

The CLIENT has a yearly street resurfacing program. The CLIENT picks the streets and sets the limits for each street.

1.2 Design Criteria/Assumptions

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

2.0 Scope of Services

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

- 2.1 Provide Construction Layout services.
- 2.2 Provide Construction Observation services.
- 2.3 Provide Construction QA services (Seeco).
- 2.4 Provide Monthly Pay Estimates according to IDOT/CLIENT specifications.
- 2.5 Provide a Final Inspection and prepare a Final Punchlist before closing out the project.
- 2.6 Closeout MFT Section Number with IDOT.

The total fee was based on an average of 2-4 hours per working day to accomplish the HR Green related tasks above.

3.0 Deliverables and Schedules Included in this Agreement

- 1. Notice to Proceed – NTP July, 2024
- 2. Contractor Start (Anticipated – T.B.D.) July, 2024
- 3. Project Completion Date November 30, 2024

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 (an additional agreement will be proposed for construction engineering once the low bidder has established their project schedule):



- N/A

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

5.0 Services by Others

Seeco Consultants, Inc. will perform the following services:

- Provide QA Testing Services

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:

Time and Material basis with a Not to Exceed fee \$55,000.00.



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. 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.

Bruce A. Hill
Municipal Executive – Governmental Services – Engineering

Approved by:

Printed/Typed Name: Timothy J. Hartnett

President – Governmental Services \
Title: Principal

Date: July 24, 2024

VILLAGE OF MANTENO

Accepted by:

Printed/Typed Name: Timothy O. Nugent

Title: Village President

Date: 8/5/2024