

**RESOLUTION 24-08**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN IN CONNECTION WITH PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR THIES PARK IMPROVEMENTS – PHASE 11**

**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 Thies Park Improvements – Phase 11; 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 Thies Park Improvements – Phase II 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 5<sup>th</sup> 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   
Deputy VC



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Thies Park Improvements – Phase II (Construction 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: 815.462.9324

HR Green Project Number: 2303202.03

July 24, 2024

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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 and Park Street. Park area consists of 4.5 +/- acres.

Thies Park – Concept Plan Main Elements include:

- Proposed +/- 150 S.F. 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, 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, and bike racks, trash receptacles.

Phase I will consist of the main line storm sewer that will be needed to handle the future stormwater caused by the above-mentioned amenities. Phase II will consist of the construction of the rest of the 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 to perform the following services for Phase II of this project:

- 2.1 Provide Construction Layout services.
- 2.2 Provide Construction Observation services.
- 2.3 Provide Construction QA services (Seeco).
- 2.4 Provide Consultation on all Village material purchases with Sourcewell (Weaver).



- 2.5 Prepare monthly pay estimates according to IDOT/CLIENT specifications.
- 2.6 Provide a Final Inspection and prepare a Final Punchlist before closing out the project.
- 2.7 Prepare an As-Built.

The total fee was based on an average of 4-6 hours per working day to accomplish the HR Green related tasks above.

**3.0 Deliverables and Schedules Included in this Agreement**

The Project shall be initiated upon authorization by CLIENT.

- 1. Notice to Proceed – NTP ..... July 2024
- 2. Contractor Start (Anticipated) ..... May 27, 2024
- 3. Project Completion Date (Anticipated)..... September 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:

- 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. – QA Testing when needed – likely 4-6 site visits.
- Weaver Consulting Group
  - Consultation on all Village purchases through Sourcewell.
  - Updating their CAD file with foundation details from final plans of structures for construction layout.

**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 of \$97,500.00.**

## 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. CLIENT further agrees that the COMPANY performed work for the CLIENT prior to 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

Title: President – Governmental Services / Principal Date: July 24, 2024

**VILLAGE OF MANTENO**

Accepted by:

Printed/Typed Name: Timothy O. Nugent

Title: Village President Date: 8-5-2024

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