

**RESOLUTION NO. R-17-13**

**A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR CONSTRUCTION MANAGEMENT FOR THE POTTER STREET BEAUTIFICATION PROJECT IN THE NOT TO EXCEED AMOUNT OF \$29,797.88**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the HR Green for the Construction Management of the Potter Street Beautification Project; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of HR Green the Mayor and the City Council find HR Green is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:**

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

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PASSED this 6<sup>th</sup> day of April 2017

AYES: Aldermen Catalano, JAKAB, Messina, Saventino, Susmarski,  
R. Wesley and Woods

NAYS: None

ABSENT: Alderman E. Wesley

APPROVED this 6<sup>th</sup> day of April 2017

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk



HRGreen

**Simple Scope Short Form Agreement**

Project: Potter Street Construction Engineering      Project No: 170165  
Date: 3/8/2017

Client: City of Wood Dale  
Contact: Matt York  
Title: Public Works Director  
Address: 720 Central Avenue  
City/State/Zip: Wood Dale, IL 60191  
Phone/Fax No. 630.787.3765

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Construction Engineering Services and Quality Assurance Material Testing for the Potter Street Beautification/Gateway Project. Exhibits A – C identify the work effort and the direct cost for the project.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time & Material, Not to Exceed in the amount of \$29,797.88

- Reimbursable Expenses Included
- Subconsultant Services Included
- Prepayment Required for Services to Commence

Copy To:

- Accounting
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TERMS AND CONDITIONS

Revised (10-2015)

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$ 10,000. It is

intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, 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. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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. The effective date of the agreement shall be the last date entered below.

CLIENT NAME

HR GREEN, INC.

Accepted by: Annunziato Pulice

Approved by: Ronald D. Krall

Printed/  
Typed Name: ANNUNZIATO PULICE

Printed/  
Typed Name: RONALD D. KRALL

Title: MAYOR

Title: SENIOR PROJECT MGR/PRINCIPAL

Date: April 6<sup>th</sup> 2017

Date: March 8, 2017

Exhibit A - Construction Engineering Summary

Route: Potter Street  
 Local Agency: Wood Dale  
 (Municipality)  
 Section No. 17-00000-00-LS  
 Project \_\_\_\_\_  
 Job No. \_\_\_\_\_

\*Firm's approved rates on file with IDOT's  
 Bureau of Accounting & Auditing:

Overhead Rate (OH)	165.16%
Complexity Factor (R)	0.00
Completion Date	6/16/2017

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1	X $14.5\% [DL + R(DL) + OH(DL) + IHDC]$
Fixed Fee 2	$14.5\% [(2.3 + R)DL + IHDC]$
Specific Rate	
Lump Sum	

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Start Up		20	\$34.43	\$688.60	\$1,137.29			\$264.75	\$2,090.65
Construction Observation		180	\$34.43	\$6,197.40	\$10,235.63	\$4,205.50	\$2,112.50	\$2,689.10	\$25,440.13
Meetings	(See Exhibit C)	6	\$67.07	\$402.42	\$664.64			\$154.72	\$1,221.76
Administration		0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
Project Closeout		10	\$34.43	\$344.30	\$568.65			\$132.36	\$1,045.32
		0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
		0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
<b>Totals</b>		<b>216</b>		<b>\$7,652.72</b>	<b>\$12,506.20</b>	<b>\$4,205.50</b>	<b>\$2,112.50</b>	<b>\$3,240.96</b>	<b>\$29,797.88</b>

Exhibit B - Construction Engineering

Average Hourly Project Rates

Route: Potter Street  
 Local Agency: Wood Dale  
 County: DuPage  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant HR Green, Inc.

Date 01/30/17

Sheet 1 OF 1

Attachment: Engineering Agreement - HR Green (Potter St) (1877 : Construction Management - Potter

Payroll Classification	Average Payroll Rates	Total Project Rates			Project Start Up			Construction Observation			Meetings			Administration			Project Closeout			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Principal	\$70.00																			
Senior Construction Proj Man.	\$87.07	6	2.78%	1.86							6	100.00%	67.07							
Construction Engineer II	\$36.87																			
Construction Engineer I	\$27.26																			
Construction Engineer III	\$46.06																			
Construction Technician I	\$22.75																			
Construction Technician II	\$34.43	210	97.22%	33.47	20	100.00%	34.43	180	100.00%	34.43										
Administrative Assistant II	\$22.67																			
TOTALS		216	100%	\$35.33	20	100%	\$34.43	180	100%	\$34.43	6	100%	\$67.07	0	0%	\$0.00	10	100%	\$34.43	

Exhibit C- Construction Engineering  
Direct Costs

Project Start Up

In-House Direct Costs

Mileage

2 days x

\$65.000 per day = \$130.00

1 half day x

\$32.500 per day = \$32.50

Sub-Total \$162.50

Construction Observation

In-House Direct Costs

Vehicle Use

30 days x

\$65.000 per day = \$1,950.00

Sub-Total \$1,950.00

Total Mileage Direct Cost \$2,112.50

Services by Others - Geotechnical Subconsultant

\$4,205.50

Sub-Total \$4,205.50

Total Services by Others

\$4,205.50