

VILLAGE OF VERNON HILLS

ORDINANCE 2017-090

AN ORDINANCE AUTHORIZING APPROVAL OF AN AGREEMENT WITH GEWALT
HAMILTON ASSOCIATES, INC. FOR RESIDENT ENGINEERING SERVICES FOR THE
MELLODY FARM TIF RELATED HIGHWAY IMPROVEMENTS

THE 5th DAY OF JULY 2017

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this 11th Day of
July 2017

**VILLAGE OF VERNON HILLS
ORDINANCE NO. 2017-090**

AN ORDINANCE AUTHORIZING APPROVAL OF AN AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR RESIDENT ENGINEERING SERVICES FOR THE MELLODY FARM TIF RELATED HIGHWAY IMPROVEMENTS

WHEREAS, the Village of Vernon Hills Board of Trustees have approved of the creation of a Tax Increment Financing District related to the Melody Farm project; and

WHEREAS, the Village of Vernon Hills approvals obligated the developer, Regency, to execute improvements to Milwaukee Avenue and Townline Roads; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires the municipality to be the applicant for the improvements of which Regency will be responsible for paying for Resident Engineering Services; and

WHEREAS, Gewalt Hamilton Associates, Inc has been selected as the Resident Engineer consistent with meetings with Regency and the Village; and

WHEREAS, the terms of the attached agreement have been reviewed by the appropriate parties and is recommended for approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: AUTHORIZATION: The Village Manager is authorized to execute the agreement dated June 8, 2017 titled, "Proposal for Construction Phase Services, IL Rte. 60/ IL Rte 21 Roadway and Signal Improvements, Vernon Hills, Illinois, GHA Proposal No 2017.CS024.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

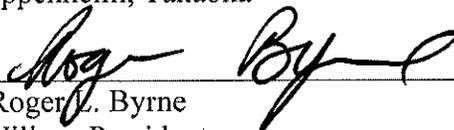
SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2017-090.

Adopted by roll call votes as follows:

AYES: 4 – Koch, Marquardt, Hebda, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Oppenheim, Takaoka

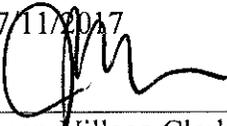


Roger L. Byrne
Village President

PASSED: 07/05/2017

APPROVED: 07/05/2017

ATTEST: 07/11/2017

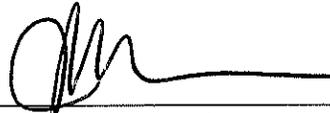


John M. Kalmar, Village Clerk

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, JOHN M. KALMAR, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2017-090 AN ORDINANCE AUTHORIZING APPROVAL OF AN AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR RESIDENT ENGINEERING SERVICES FOR THE MELLODY FARM TIF RELATED HIGHWAY IMPROVEMENTS TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JULY 11, 2017 TO JULY 21, 2017.

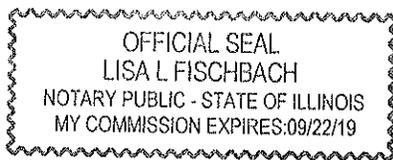


John M. Kalmar, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 11th DAY OF JULY 2017



Notary Public



GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

February 22, 2017

625 Forest Edge Drive, Vernon Hills, IL 60061

Tel. 847.478.9700 ■ Fax 847.478.9701

www.gha-engineers.com

Mr. David H. Brown, P.E., CFM
Director of Public Works/ Village Engineer
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061

Re: Proposal for Construction Phase Services
IL Rte. 60/IL Rte. 21 Roadway
Vernon Hills, Illinois
GHA Proposal No. 2017.CS

Dear Mr. Brown:

Thank you for allowing Gewalt Hamilton Associates to provide Construction Engineering Services for the proposed project.

Our proposal is based on our understanding from our meeting, the anticipated effort required for the proposed project, and the understanding of the project as of February 1, 2017.

Should you have any questions or if you need to contact me at any time, please contact me at (847) 821.6121.

Sincerely,
Gewalt Hamilton Associates, Inc.

Michael T. Shrake

Michael T. Shrake, P.E.
VP / Director of Construction & Survey Services

Encl.: GHA Proposal No. 2017.CS024

*Lynn,
Please file this agreement in the Clerk's file. Pertains to Melody Farms/ I-DoT.
Thanks,
Orduvia
207-090 Carissa*

proposal to
enced project.
February 1, 2017
hard Consulting
ily 2017.
contact me at

Agreement for Construction Phase Services
IL Rte. 60/IL Rte. 21 Roadway and Signal Improvements
Vernon Hills, Illinois
GHA Proposal No. 2017.CS024

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

The Village of Vernon Hills (Client), 290 Evergreen Drive, Vernon Hills, IL and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Vernon Hills is permitting a mixed-use development on the northeast corner of IL Rte. 60 and IL Rte. 21. Off-site roadway improvements will be required as part of the development. GHA will provide the construction observation services on behalf of the Village, based on plans prepared by Manhard Consulting Ltd. (Manhard), dated 12/16/16. The plans are currently under review by IDOT; construction is anticipated to commence in July 2017. Based on the schedule provided by the Regency Centers Corporation (Developer), our proposal assumes approximately 12 months of construction work. Timely updates from the Developer, regarding the project approval status and other potential impacts to the schedule, will be critical.

The proposed improvements include tree removals, traffic signal improvements and additions, pavement removal, earth embankment widening, roadway base widening, curb and gutter installation, drainage and utility improvements, pavement installation, roadway striping, and overall restoration.

GHA understands the importance of this project and the ability of the Resident Engineer to make timely field decisions. As discussed in our February 1, 2017 team meeting with the Village, Ms. Alisa Madigan of Regency Centers Corporation, and Manhard, any design issues will be addressed by Manhard.

II. Scope of Services

A. Construction Engineering and Observation Services

1. Review/familiarization of approved plans (40 hours)
2. Attendance at one (1) pre-construction meeting. GHA will provide the Village a summary in the form of minutes for their records.
3. Construction engineering and observation services are estimated for a 12-month completion schedule, assuming approximately 11 months of full-time observation. Major construction activities anticipated to conclude by June 1, 2018, including completion of a punch list. A single inspector will be provided for a maximum of a 50-hour work week, Monday through Friday, over the duration of the project.
4. GHA will prepare a project punch list at the completion of major construction activities and will follow up with the contractor regarding its timely completion.
5. GHA will maintain the weekly summary report for the duration of the project.
6. GHA will communicate daily progress to Client staff in person or by telephone.

7. GHA will assist the Village staff with resident issues/complaints, as needed.

B. Progress Meetings and Project Management

1. The Village/Developer will be provided copies of the Inspector's Weekly Report on a weekly basis.
2. An allowance for bi-monthly project progress meetings has been provided, averaging one (1) hour in duration each over the estimated 12-month construction duration. GHA will provide the Village a summary in the form of minutes for their records.

C. Material Testing Services

Testing services will be provided by others. GHA will note results of tests taken in our daily field reports.

D. Project Closeout Documentation

GHA will provide a final recommendation of acceptance of improvements and review the as-builts provided by the Developer.

III. Additional Services and Services Not Provided

The following services are not included in this agreement: Should additional services be required beyond those outlined in *Section II. Scope of Services*, GHA will request written authorization prior to commencing the work.

1. Pre- or post-construction video recording;
2. Boundary surveys, topographic surveys, or other surveying services;
3. CCDD compliance testing;
4. NPDES Inspections;
5. Quantities calculations;
6. Permit fees and review fees;
7. Construction layout or As-built surveys;
8. Project documentation using IDOT ICORS management system;
9. Meetings with public officials, construction managers, the Village, or agencies beyond those included in the scope.

IV. Compensation for Services

GHA proposes to complete the above work on a not-to exceed basis in accordance with schedule provided by Regency Centers Corporation. For budgeting purposes, we have assumed a 52-week construction period with an average of 40 hours per week. We understand that some weeks will require more hours (maximum of 50 per week), while others (e.g. during the winter) may require substantially less. Please note

the fees provided are estimates only; actual hours and costs may be adjusted based on the construction schedule and the competence of the contractor. GHA will only bill for actual hours incurred.

<u>Task</u>	<u>Estimated Hours</u>	<u>Estimated Fee</u>
Misc. Project Management, Project Closeout	80	\$12,000.00
Construction Observation Services / Meetings	2,080	\$237,120.00
Estimated Totals	2,160	\$249,120.00
Estimated Reimbursable Expenses		\$1,250.00
Total Estimated Fee		\$250,370.00

Reimbursable expenses, including items such as printing, messenger service, mileage etc., will be billed to the Client without markup.

All services, including any additional services beyond those outlined in *Section II: Scope of Services*, will be billed in accordance with the attached *GHA Hourly Rates*.

Invoices will be submitted on a monthly basis, and will detail services performed. This permits the client to review the status of the work in progress and the charges made.

V. Proposed Schedule and Key Personnel

GHA is prepared to commence work immediately upon receipt of written authorization to proceed. We will provide the personnel required to meet the Contractor's schedule.

Mr. Michael T. Shrake, P.E., VP / Director of Construction & Survey Services, will function as the Project Manager. Mr. Jon Zuhr will serve as the Resident Engineer for the duration of the project. Additional professional and technical staff will provide support as needed.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VII. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Vernon Hills

Michael T. Shrake



Michael T. Shrake, P.E.
VP / Director of Construction & Survey Services

Authorized Signature

Village Manager
Name/Title

7/6/2017
Date

Encl.: Attachment A
GHA Hourly Rates

ATTACHMENT A

to

GEWALT HAMILTON ASSOCIATED, INC.
AGREEMENT FOR CONSTRUCTION PHASE SERVICES

**Illinois Route 60 / Illinois Route 21
Roadway and Signal Improvements
Vernon Hills, Illinois
GHA Proposal No. 2017.CS024**

This Attachment A to the Gewalt Hamilton Associates, Inc. Agreement for Construction Phase Services, made this 5TH day of JULY, 2017 by and between the Village of Vernon Hills, (hereinafter referred to as the "Village"), and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, a firm of Civil Engineering Consultants (hereinafter referred to as the "Engineer"), with regard to certain professional engineering services in connection with construction observation services related to off-site roadway improvements on Illinois Route 60 and Illinois Route 21 in Vernon Hills, Illinois, which off-site roadway improvements are being made in conjunction with the mixed use multiple family residential and commercial shopping center development known as Mellody Farm (hereinafter referred to as the "Project").

BASIC AGREEMENTS OF THE ENGINEER

1. The Engineer, in signing this AGREEMENT, certifies that he is in compliance with the Illinois Statutes relating to professional registration of individuals and to corporate practice for rendering such services. The Engineer further certifies that _____ is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.
2. The Engineer does hereby certify that it is not barred from entering into this contract as a result of a violation of either Sec. 720 ILCS 5/33E-3 or 33E-4 of Illinois Compiled Statutes.
3. The Engineer warrants that he has complied with all Federal, State and local laws pertaining to labor, nondiscrimination, equal employment opportunity and contract procurement, and knows of no violations thereof; and such warranty shall survive until time of completion of the project.
4. The Engineer agrees to perform professional services in connection with the project hereinafter stated. The Engineer will serve as the Village's professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of his services.

5. The engineering services to be performed under the contact are listed in the Scope of Services provided in Section II of the Engineer's Proposal No 2017.CS024 contained in Attachment "A" hereto and shall commence within five (5) days of receiving written authorization to proceed from the Village.
6. The Engineer agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$1,000,000
General Liability	\$3,000,000 Each Occurrence
	\$5,000,000 Aggregate
Automotive Liability	\$3,000,000 Single Limit
Worker's Compensation and Employer's Liability	\$500,000 Each

The Engineer shall file with the Village a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated or reduced without 30 days advance written notice to the Village. The Engineer shall name the Village, its officials and officers, elected and appointed, and Melody Farm LLC as additional insured. Engineer shall require all subcontractors to carry insurances stated above.

7. The Engineer agrees that the basic survey notes and sketches, computations, electronic data files and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use and will become the Village's property.
8. The Engineer will attend conferences and will visit the site of the work at any reasonable time when requested to do so by the Village.
9. The Engineer agrees to hold the Village free and harmless from any and all liability and claims for damages by reason of any injury to any person or persons including the Engineer and his employees, agents, subcontractors, or property of any kind whatsoever and to whomsoever belonging, including but not limited to the Engineer and his employees, agents and subcontractors arising from strict liability, negligent acts or omissions of, or breach of contract by the Engineer, its employees, agents, or subcontractors: provided however, that the Engineer shall not be liable to the Village for any injury to persons or property which may result from the negligence of the Village or their officers or employees. Nothing herein shall be construed to waive any immunities the Village may assert.
10. Engineer shall indemnify and save and hold harmless the Village from any claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials furnished by Engineer and its subcontractors under this agreement, and from all laborer's, materialmen's and mechanics' liens arising out of the labor and materials furnished by Engineer and its subcontractors under the Agreement, and shall keep the Project free and clear of all liens, claims, and encumbrances arising from the performance of this Agreement by Engineer and its subcontractors. Nothing herein shall be construed to waive any immunities the Village may assert.

BASIC AGREEMENTS OF THE VILLAGE

1. The Village's representative for this project shall be the Director of Public Works or his authorized designee.
 - a. The Village agrees to provide the engineer with all design information stated in this Agreement in a prompt and timely manner so as not to delay the Engineer's Progress in meeting project schedule.
 - b. The Village agrees to review each and every Phase of the Project, in a timely manner so as not to delay the Engineer's progress in meeting the project schedule.
2. The Village will pay the Engineer for the performance of the contract as follow:
 - a. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per two (2) month period until paid. The provision for the payment of interest shall not be considered as authorization to pay late. Failure to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this Agreement. GHS shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to the Village's breach.
 - b. The upper limit of compensation shall not exceed \$ 250,370.00 and is a result of the scope of work contained in Engineer's Proposal No 2017.CS024 in Section II entitled Scope of Services, and Section IV entitled Compensation for Services.
 - c. The upper limit of compensation may be increased or decreased by subsequent agreement between the contractual and approving parties in writing with signatures by both the Village and the Engineer if there is a major change in the scope, character or complexity of the work.

GENERAL CONDITIONS

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless done so in writing with signatures by both the Village and the Engineer.
2. The Village and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement- neither the Village nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Engineer.

3. This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In case the Engineer shall fail to perform his agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising out of said breach. This agreement may be terminated by the Village upon 30 days written notice whenever the Village shall determine that termination is in its best interests.
4. The Village agrees that, should the Project or any part thereof be abandoned or terminated at any time after the Engineer has performed any part of the services provided for in this Agreement; and prior to the completion of such services, the Village shall reimburse the Engineer for his costs, incurred up to the time he is notified in writing of such abandonment or termination, in accordance with paragraph 2a under "Basic Agreement of the Village".
5. That all field notes, reports, electronic data files and reproducible mylar plans shall be turned over to and become the property of the Village and that during the performance of the engineering services herein provided for, the Engineer shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession and any such loss or damage shall be restored at his expense.
6. This contract shall be binding upon the partners, heirs, successors, executors, administrators and assigns of all the parties hereto.

EXHIBIT B

Gewalt Hamilton Associates, Inc. Expenses

GHA Reimbursable Expenses		
Code	Description	Cost
A/P	Photos & Film	At Cost to GHA
A/P	Messenger Services	At Cost to GHA
A/P	Outside Reproductions	At Cost to GHA
A/P	Misc/Microfilm/Fees	At Cost to GHA
A/P	Zoning Maps/Ordinances/Deeds	At Cost to GHA
A/P	Overnight – Certified Parcels	At Cost to GHA
A/P	NIPC Publications	At Cost to GHA
A/P	Permits/Application Fees	At Cost to GHA
A/P	Aerial Surveys/Aerial Photos	At Cost to GHA
A/P	MioVision Processing	\$0.60 per Credit
00050	Bluelines (in-house)	\$0.35 per Square Foot
00051	Blacklines (in-house)	\$0.25 per Square Foot
00052	Vellums (in-house)	\$1.00 per Square Foot
00053	Mylars	\$2.00 per Square Foot
00075	Color Prints-Color Plots (in-house)	\$3.00 per Square Foot
00078	Minolta Color Sheets (in-house)	\$0.25 per Sheet (8 ½ x 11)
00081	Glossy Photo (in-house)	\$6.00 per Square Foot
00082	Weatherproof Paper Print (in-house)	\$12.00 per Square Foot
00084	Mileage	\$0.50 per Mile
00090	Mileage for Large Truck	\$1.08 per Mile

EXHIBIT C
LIST OF APPROVED REIMBURSABLE COSTS

The term "Reimbursable Costs", as used in this Agreement, shall mean the additional reasonable costs necessarily, and actually, incurred in connection with Consultant's Services, and which shall include only the following items:

- a. Transportation (at economy or coach rates), and reasonable per diem living costs of Consultant's principals and employees for trips of over fifty (50) miles which are approved in advance by Owner, and are in connection with the Project. All transportation and mileage is a Reimbursable Cost;
- b. Long distance telephone calls, mailing costs and overnight or special delivery services (but no additional charge shall be made for facsimile transmissions);
- c. Statutory fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project;
- d. Fees of subconsultants (other than those included in the Scope of Services for the Agreement as part of the scheduled fee for the Consultant's Services) if their employment is authorized in advance by the Owner in writing; provided, however, that such subconsultants' fees shall be payable at cost plus ten percent (10%);
- e. Costs of reproduction and printing of drawings, specifications and other documents. Under no circumstances will the cost of reproductions for the office use of the Consultant or the Consultant's subconsultants be included as a Reimbursable Cost;
- f. Costs of photographic production techniques when used at the written request of the Owner; and
- g. Any other necessary, incurred costs approved in advance by the Owner.

No data processing, word processing or other secretarial or clerical charges shall be allowed as Reimbursable Costs without the written consent of the Owner in writing.

Receipts are required for all Reimbursable Costs. The Owner reserves the right to require additional documentation of Reimbursable Costs, and the right to audit all such Costs at a reasonable time and place.