



AGENDA ITEM # 7

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
March 9, 2020**

Item Title: HR Green Consulting Services Proposal

Staff Contact: Patrick N. Watkins, Community Development Director

COMMITTEE OF THE WHOLE ACTION

Consider a staff recommendation to retain the professional consulting services of HR Green for building and site civil plan review services associated with the Avgeris and Associates, Inc. East Irving Park Road development project.

Executive Summary:

The Avgeris and Associates, Inc. proposed East Irving Park Road apartment complex development project, Metro 19, is the largest multi-family residential project the Village has received in recent history. Due to the magnitude of the project, staff is recommending that a consultant conduct the civil and building reviews for the project. As HR Green is currently providing building and inspection services to the Community Development Department, staff believes that contracting with HR Green to provide review services for this project will provide a continuity of services.

HR Green will conduct all site and civil plan reviews including layout, review of the traffic study submitted by Avgeris, utility, stormwater management, and lighting. The site and civil review will include review of the project on submittal by Avgeris prior to a public hearing being scheduled before the Planning and Zoning Commission. It will also include review of the final plans upon approval by the Village Board. The proposed cost estimate for the site and civil review is \$18,204.00.

Building review will include architectural, structural, energy conservation, mechanical, electrical, plumbing, ADA, and fire and life safety. The proposed cost estimate for the building review is \$12,272.00. The scope of work will not exceed \$30,476.00

Implications:

Is this item budgeted? These costs will be included as part of Avgeris's permit fee. These are also professional services costs that are eligible for reimbursement from the TIF.

Any other implications to be considered? None

Attachments:

HR Green Scope of Services



Simple Scope Short Form Agreement

Project: **5-Story Mixed Use with attached Parking Structure – 282 Unit Project**
Lawrence Avenue and Irving Park Road
Roselle, IL

Project No191579.01
Phase No(s).
Date: 02/28/20

Client: Village of Roselle
Contact: Mr. Jeff O'Dell
Title: Village Administrator
Address: 31 S. Prospect St.
City/State/Zip: Roselle, IL 60172
Phone: 630-671-2821

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

Building & Site Civil Plan Review Services include: Complete technical Site / Civil Engineering and building plan reviews including all building disciplines; Architectural, Structural, Energy Conservation, Mechanical (HVAC), Electrical, Plumbing, Fire & Life Safety, ADA / Accessibility and review of other related documents pertaining to all site/civil and building disciplines for code compliance. Coordination with other Village departments and agencies as required and directed by CLIENT will be completed by the Village.

Site Civil and Building plan submittals are preferred by COMPANY to be submitted electronically as pdf's but may also be sent via UPS overnight utilizing Company UPS account at no cost to the CLIENT for delivery. All HR Green Plan Reviewers will be ICC Certified Plan Reviewers or IL Licensed Professionals.

Plan review letters will be provided for each review submittal per building and site / civil disciplines. Plan review comments will reference specific applicable building codes, ordinances and amendments as adopted by the Village of Roselle. The first initial plan review submittal will be completed within 7 to 10 business days from date of notice to proceed from Client. The second submittal will be completed within 5 to 7 business days from the date the resubmittal is received at the HR Green McHenry, IL office. Additional reviews if necessary will be completed in 3 to 5 days on a Time and Material basis at Company current Bill Rates as outlined in the attached Exhibit A.

Site / Civil Plan Reviews will include review of:

1. Site Layout / Parking Configuration and ADA Compliance.
2. Traffic Study review and access management.
3. On-Site Standard details / General Notes.
4. On-Site Utility Review
5. On-Site Stormwater Management (DuPage County Ord. Village of Roselle is a Partial Waiver Community).
6. Parking Lot Lighting / Photometric Review.



Items not included (to be done by Village):

1. Surveys / Plat Review
2. Landscaping / Fencing / Screening

Note: Items mentioned above can be completed by HR Green upon request at Time and Material per approved Bill Rate Fee Schedule.

Task A: Building Services:

ICC Plan Reviewer 48 hours @ \$119/hr. = \$5,712.00
 Licensed Architect 8 hours @ \$206/hr. = \$1,648.00
 Structural Engineer 24 hours @ \$190/hr. = \$4,560.00
 ICC Permit Tech. / Admin. 4 hours @ \$88/hr. = \$352.00
Subtotal A: = \$12,272.00

Task B: Site / Civil Review:

Civil Engineer 80 hours @ \$175/hr. = \$14,000.00
 Traffic Engineer 20 hours @ \$175/hr. = \$3,500.00
 Admin. Assistant 8 hours @ \$88/hr. = \$704.00
Subtotal B: = \$18,204.00

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

Time & Material Note to Exceed \$30,476.00 per COMPANY Bill Rate Fee Schedule (Exhibit A attached)

Copy To:

Accounting

TERMS AND CONDITIONS

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, sub-consultants, 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 expressed 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 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 sub-consultants 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 sub-consultants 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.

Village of Roselle, IL

HR GREEN, INC.

Accepted by: _____

Approved by: _____

Printed/
Typed Name: _____

Printed/
Typed Name: Timothy J. Hartnett

Title: _____

Title: Vice President/Practice Leader
Governmental Services

Date: _____

Date: 2/28/2020