



HRGreen

PROFESSIONAL SERVICES AGREEMENT

For

Fiddymet Creek Sanitary Sewer Project Construction Engineering Services

Village of Homer Glen
Michael Salamowicz
Development Services Director
14240 W. 151st Street
Homer Glen, IL 60491
708-301-0632

Ravi S. Jayaraman, PE
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420 Front Street
McHenry, IL, 60050
Project Number: 171470

June 20, 2018

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THIS AGREEMENT is between (Village of Homer Glen) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT is proposing to construct a new sanitary trunk line (Fiddymment Creek Sanitary Sewer), from Cedar Road to Gougar Road, between 151st Street and 159th Street. The area to be serviced by the new sanitary sewer is located within the Facilities Planning Area (FPA) of the City of Lockport. The new sewer will connect to an existing City of Lockport sanitary sewer on the west side of Gougar Road, and will be tributary to the Bonnie Brea Waste Water Treatment Plant. The sanitary sewer will be constructed primarily within property owned by the Forest Preserve District of Will County. The project will include both open cut and trenchless installations.

The Fiddymment Creek Sanitary Sewer System Project Work will include but is not limited to construction of approximately: 10,141 feet of 10-inch, 12-inch, 15-inch, 18-inch sanitary sewer. The work includes associated appurtenances, sanitary sewer manholes, metering manhole with metering equipment, sanitary sewer stubs and sanitary sewer main connections to existing sanitary sewer system. Pipe installation is proposed using primarily open cut installation; directional drill methods are proposed at Gougar Rd and several creek crossings. Restoration of grass areas will be necessary to complete the work.

COMPANY has identified the following items in the project:

- The specifications allow the use of jack and bore method for trenchless installation of the 18-inch diameter sanitary sewer at slopes less than 1%. A 30-inch steel casing pipe shall be completed using the jacking and boring method.
- The Contractor is required to limit the number of trees removed under the project in the Forest Preserve to control the tree replacement costs once the sanitary sewer is installed. The contract documents require the Contractor to work with the COMPANY and the CLIENT to identify trees to be removed. Contractor is required to protect the trees that are not removed from damage.
- Traffic Control and Protection: The contract documents require that the Contractor shall keep all roads open to traffic at all times, and access to abutting property shall be maintained. COMPANY understands that maintaining traffic control, especially on Gougar Road, is critical for the Village.
- The project has two completion dates. The first approximate 2,200 feet (Task 1) is to be completed by October 19, 2018. The remaining portion of the project (Task 2) is to be completed by June 30, 2019.

2.0 Scope of Services

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

COMPANY will provide a qualified Construction Engineer to perform Construction Observation Services to observe that items being constructed and materials being utilized are in general conformance with the approved plans and specifications, the

Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices for Streets and Highways and the Standard Specifications for Water and Sewer Main Construction in Illinois; latest edition.

2.1 Project Initiation

The project startup allows the COMPANY's Construction Engineer time to review the plans and specification prior to the start of the project, and to attend the preconstruction meeting with the Contractor and the Village. COMPANY will coordinate with the CLIENT to ensure that the various governmental entities are aware of the project details and any impacts that the project may create. COMPANY will also coordinate with the Contractor to ensure that a progress schedule is submitted prior to the start of construction, that subcontractor forms are submitted, and to ensure that proper notice is provided to the CLIENT, nearby schools, Police and Fire and the motoring public prior to the start of the project. COMPANY will mark, measure and document contract removal payment items prior to the Contractor starting the work.

2.2 Construction Observation

COMPANY will be on-site to observe that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the various manuals listed above. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction. COMPANY will complete Inspector's Daily Reports (IDR), a daily diary and keep the CLIENT informed as to the progress of construction. The requested services will include tasks identified under "Scope of Services" in the email received from Mr. Michael Salamowicz (Village of Homer Glen) on June 7, 2018.

The contractor bids for the sanitary sewer construction are to be opened on June 29, 2018. COMPANY has assumed that the selected Contractor will be provided with the Notice to Proceed by July 31, 2018, with the Contractor mobilizing to start the construction project in the first week of August 2018. The completion date for the project is June 30, 2019, which is the completion date for Task 2 of the construction contract. COMPANY has budgeted construction observation hours assuming a construction period from August 1, 2018 to June 30, 2019.

2.3 Payment Estimates, Punchlists and Project Closeout

COMPANY will measure and document contract quantities, complete payment estimates, and change orders. COMPANY will verify that all materials incorporated into the project are IDOT approved materials and are in accordance with the Special Provisions of this contract.

Once substantial completion of the work has been completed by the Contractor, COMPANY will review the project on site and produce a punchlist. The punchlist will be submitted to the Contractor and will contain a detailed list of ancillary work that needs to

be addressed before final acceptance of the project. The list is typically comprised of clean-up work, minor repairs and incidental features.

Project Closeout includes the preparation of final job records in accordance with IDOT policy. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

2.4 Project Administration, Shop Drawings Review, Coordination and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the general contractor and subcontractors. In addition, shop drawings submitted by the Contractor for the various bid items such as sanitary sewer, trench backfill, manholes, metering manhole, meter, seeding and construction progress schedules will be reviewed for conformance with the contract documents.

COMPANY's experience gained in completing projects for Municipal, County, and Road District clients has led us to an understanding of the critical nature of early project coordination both with public agencies and affected property owners/residents. By maintaining open levels of communication from the beginning with all of the stakeholders involved in the process, we gain access to their invaluable input and support. Project coordination work will include:

1. The scheduling of an initial preconstruction meeting with the CLIENT, and the Contractor to review the overall project and scope of work to ensure that the goals and objectives of the CLIENT will be satisfied.
2. During the construction project, COMPANY anticipates bi-weekly meetings at the CLIENT's Village Hall with staff from the CLIENT and the Contractor to discuss project progress. The schedule of meetings will be adjusted depending on the progress of the construction project.
3. Project documentation is also critical to project success. COMPANY will prepare/distribute agenda and meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.

2.5 Material Testing

COMPANY will initiate material testing services from a qualified subconsultant to perform work related to the trench backfill testing during sanitary sewer installation. COMPANY is proposing to use Rubino Engineering, Inc. (Rubino) to perform material testing. Rubino is currently assisting with material testing for the CLIENT's Heritage Circle project. COMPANY will coordinate directly with the subconsultant for scheduling and testing requirements during construction to verify the necessary compaction requirements are adhered to during sanitary sewer installation. The testing reports will be submitted to COMPANY and will be included with the various daily reports that will be coordinated with the CLIENT.

Disclaimer

COMPANY shall not supervise, direct or have any control over the Contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor. Also, COMPANY is not responsible for the Contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the Contractor. COMPANY shall not be responsible for any acts or omissions of the Contractor, subcontractor or any entity performing any portion of the work, or any of their agents or employees. COMPANY does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract drawings and documents.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY understands that the bids for the Project are scheduled to be opened on June 29, 2018. The COMPANY assumes that the Notice to Proceed will be issued to the selected Contractor by July 31, 2018. COMPANY understands that the CLIENT has established the following Schedule:

Description	Completion Date
Bid Opening	June 29, 2018
Issue Notice to Proceed	July 31, 2018
Task 1 Completion	October 19, 2018
Task 2 Completion	June 30, 2019

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. 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:

1. Engineering Assistance during the warranty period following the project's final completion.
2. Right-of-way assistance, and property and boundary surveys.
3. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
4. Dewatering system design.
5. Exotic foundation systems to support the new structures.
6. Assistance with bid protests and re-bidding.
7. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress

schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.

8. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

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

5.0 Services by Others

Rubino Engineering Inc. – Material Testing

6.0 Client Responsibilities

CLIENT shall provide the following items:

1. Prompt review of drawings, specifications, sketches, and information submitted by the Engineer.
2. Legal review of information as needed by the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be Time and Material basis with a Not to Exceed fee of \$149,500.00.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 30 days of the receipt of the invoice.

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 \$149,500.00

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

8.1 Standard of Care

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.

8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.5 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.6 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.7 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.8 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.9 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.10 Third-Party Beneficiaries

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. The 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 the 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.

8.11 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.12 Dispute Resolution

Mediation. 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.

8.13 Attorney's Fees

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.

8.14 Ownership of Instruments of Service

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 be made available to the CLIENT upon request.

8.15 Reuse of Documents

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.

8.16 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies,

ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT'S failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.17 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.18 Design Information in Electronic Form

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 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 express 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 recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.19 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. 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.

8.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.23 Certificate of Merit

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. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

8.25 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

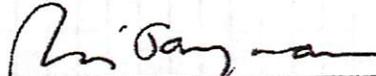
8.26 Municipal Advisor

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.

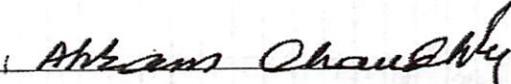
This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations 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.



Ravi Jayaraman, PE

Approved by: 
Printed/Typed Name: AKRAM CHAUDHRY
Title: VICE PRESIDENT Date: 6-20-2018

VILLAGE OF HOMER GLEN

Accepted by: 
Printed/Typed Name: George Yuskis
Title: Mayor Date: 8/8/18

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