



21 South Evergreen Avenue  
Suite 200  
Arlington Heights, IL 60005  
847.788.9200  
www.greenbergfarrow.com  
We Are Global

## Professional Services Fee Proposal

November 20, 2018

Ms. Anne Marie Gaura  
Village of Homer Glen  
14240 W. 151st Street  
Homer Glen, IL 60491  
Phone: (708) 301-0632  
Email: agaura@homerglenil.org

Re Village Planning Services

Dear Anne Marie:

GreenbergFarrow (GF) is very pleased to have the opportunity to present this proposal to provide municipal planning services to the Village of Homer Glen starting November 29, 2018. This would be for a period for a minimum of 2-3 months. Our team is comprised of highly qualified personnel that are experienced in all aspects of Village compliance review and inspections as well as possess excellent plant material knowledge. Our landscape architects have successfully worked with municipalities in completing compliance reviews for site planning and landscape design, landscape inspections, and ordinance updates. In addition, our development services team works with municipalities throughout the nation interpreting codes and requirements for our national private sector clients. Key project personnel who will be working with you, have also been involved in performing tree inventories and inspection, and preparation of correspondence, memorandums and reports. Thank you for considering the GreenbergFarrow team!

### 1.0 STAFFING

The following staff members will be the team assisting the Village with the requested planning services:

- Lori M. Vierow, ASLA, PLA, LEED AP BD+C– Project Manager, responsible for requested planning requests, site plan review, landscape plan review to determine compliance with the Village’s code, overall project coordination, technical review and quality control;
- Sarah Dreier, ASLA, PLA, LEED GA, CPSI – Landscape Architect, assist with site plan review, and responsible for inspection of installed landscapes to determine compliance with the approved landscape plan and health of plant material installed; and assistance with project coordination.



## 2.0 SCOPE OF BASIC SERVICES:

### 2.1 Planning Services:

Project Kick-off Meeting November 29, 2018: At this meeting, we will meet the Team and gain insight from the Village planner into the daily project assistance, standards and expectations.

Our Landscape Architects will perform miscellaneous planning services for the Village of Homer Glen including site plan review, landscape plan review, landscape inspections, variance proceedings, code interpretation, and attendance at Board meetings when requested.

## 3.0 COMPENSATION:

Fees for professional planning services described above will be billed at the current hourly rates with a **Not to Exceed** fee in the amount of \$5,000.00

### Landscape Architecture Fee Breakdown by phase

Task 2.1: Planning Services (NTE)	\$ 5,000.00
Reimbursable Expenses (NTE)	\$ 1,000.00
<b>Total</b>	<b>\$ 6,000.00</b>

### 3.1 Method of Payment

All invoicing shall be monthly based on the lump sum fees on the basis of percentage of completion for the work outlined above.

## 4.0 ADDITIONAL SERVICES:

Services requested by the Client falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses or on a fixed fee basis where a substantial scope of work can be clearly defined in advance. Additional Service requests will be submitted and confirmed in the written form of a Revision Authorization.

## 5.0 REIMBURSABLE EXPENSES:

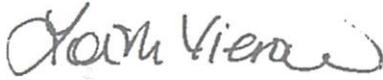
Project related expenses incurred by GF during the execution of services rendered within the scope of work contracted, printing and copying expenses, express deliveries, courier services, and out-of-town travel expenses, will be billed at 110% of our cost.

We look forward to working closely with the Village of Homer Glen on this important project. Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. An electronic signature is sufficient to indicate your understanding of the proposed agreement. If you have any

Ms. Anne Marie Gaura  
Village of Homer Glen  
11/20/2018  
3 of 3 pages

questions or concerns, please do not hesitate to call. This proposal is valid for 45 days from receipt.  
Certificates of Insurance are available on request.

Sincerely,



Lori Vierow, PLA, ASLA

Enclosures GF Labor Billing Rates  
GF Terms and Conditions

Copies G. Hamilton Williams III  
Principal-In-Charge

Agreed to and accepted this date:



Rodney E. Abney Jr.  
CFO, as Agent for  
Greenberg Farrow  
Architecture, Inc.  
2018.11.26 17:30:54-05'00'

2018

Signature

Rodney E. Abney, Jr.

Printed Name

Chief Financial Officer / Managing Principal

Title an authorizing agent for

**Greenberg Farrow Architecture, Inc.**

Signature

Agreed to and accepted this date:



2018

Signature

Anne Marie Gaura

Printed Name

Interim Village Manager

Title an authorizing agent for

**Village of Homer Glen**

Signature

## 2018 CLIENT BILLING RATE SCHEDULE

---

Staff Position	Billing Rate
Principal	\$ 275.00
Development Manager	\$ 220.00
Senior Project Manager/ Senior Development Coordinator	\$ 170.00
Project Manager / Site Development Coordinator / Senior Project Engineer	\$ 145.00
Project Engineer / Project Architect / Senior Project Designer / Senior Landscape Architect	\$ 135.00
Project Leader / Project Designer / Landscape Architect / Construction Administrator	\$ 125.00
Due Diligence Coordinator / Senior Planner / Project Captain	\$ 110.00
Designer III / BIM Coordinator	\$ 100.00
Designer II	\$ 85.00
Designer I / Site Planner	\$ 75.00
Intern	\$ 65.00

**Subject to revision annually**

# GREENBERG FARROW STANDARD TERMS AND CONDITIONS

## I. Standards of Performance

A. The standard of care for all professional architectural, engineering and related services performed or furnished by Greenberg Farrow Architecture, Inc. (GF) under this Agreement will be the care and skill ordinarily used by members of GF's profession practicing under similar circumstances at the same time and in the same locality. GF makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

B. GF shall be responsible for the technical accuracy of its services and documents resulting there from, and CLIENT shall not be responsible for discovering deficiencies therein. GF shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. GF may employ such Consultants as GF deems necessary and with CLIENT's approval, to assist in the performance or furnishing of the services. GF shall not be required to employ any Consultants unacceptable to GF.

D. GF and CLIENT shall exercise due professional care to comply with applicable Laws and Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to GF's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and GF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to GF pursuant to this Agreement. GF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of GF.

G. GF shall not be required to sign any documents, no matter by whom requested, that would result in GF's having to certify, guarantee or warrant the existence of conditions whose existence GF cannot ascertain. CLIENT agrees not to make resolution of any dispute with GF or payment of any amount due to GF in any way contingent upon GF's signing any such certifications.

H. During the Construction Phase, GF shall not supervise, direct, or have control over Contractor's work, nor shall GF have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. GF neither guarantees the performances of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. GF shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except GF's own employees and subconsultants) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of GF.

## II. Authorized Project Representative

A. Contemporaneous with the execution of this Agreement, GF and CLIENT shall designate specific individuals to act as GF's and CLIENT's representatives with respect to the services to be performed or furnished by GF and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

## III. Use of Documents

A. All drawings, specifications, and other documents created by GF for this Project (Documents) are instruments of service and GF shall retain all ownership and property interest therein ~~(including the right of reuse at the discretion of GF)~~ whether or not the Project is completed.

B. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by GF. Files in electronic media format of text, data, graphics, or of other types that are furnished by GF to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the Client's sole risk.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. GF will not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

D. When transferring Documents in electronic media form, GF makes no representations as to long term capability, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by GF at the beginning of this Project.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by GF, as appropriate for the specific purpose intended, will be CLIENT's sole risk and without liability or legal exposure to GF or GF's Consultants. CLIENT shall indemnify and hold harmless GF and GF's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

## IV. Insurance

A. GF agrees to maintain at its own expense, Worker's Compensation insurance, Commercial General Liability insurance, Automobile Liability, Umbrella Liability and Professional Liability insurance. GF will provide insurance certificates upon request. GF agrees to name

the Village of Homer Glen

## GREENBERG FARROW STANDARD TERMS AND CONDITIONS

CLIENT as an additional insured on GF's Commercial General Liability.

B. CLIENT shall procure and maintain similar insurance and shall cause GF and GF's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.

C. CLIENT shall require Contractor to purchase and maintain General Liability and other insurance as specified in the Contract Documents and to cause GF and GF's Consultants to be listed as additional insured with respect to such liability and other insurance purchases and maintained by Contractor for the Project.

D. CLIENT and GF shall each deliver to the other certifications of insurance evidencing the coverages indicated above. Such certificates shall be furnished prior to commencement of GF's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that GF's and GF's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

F. At any time, CLIENT may request that GF, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CLIENT, with the concurrence of GF, and if commercially available, GF shall obtain and shall require GF's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

### V. Termination

A. The obligation to provide further services under this Agreement may be terminated by CLIENT effective upon the receipt of notice by GF.

B. Failure of the Client to make payments to GF in accordance with the Agreement shall be considered substantial nonperformance and cause for termination by GF.

C. In the event of termination not the fault of GF, GF shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

### VI. Controlling Law

A. This Agreement is to be governed by the law of the state of Georgia.

### VII. Professional Practice

A. GF represents that its design professionals are licensed to practice architecture, landscape architecture, and engineering in all states where services are offered. GF is registered to practice as corporation or partnership in all states where services are offered and such registration is available. In Connecticut and New Jersey, GF practices architecture through Greenberg Farrow Architecture of Connecticut, LLC. In Colorado, GF practices architecture through GF Architecture of Colorado, LLC. In Nevada, GF practices architecture through Greenberg Farrow

Architecture of Nevada, LLC. In Ohio, GF practices architecture through GF Architecture of Ohio, LLC. In Mississippi, GF practices architecture through GreenbergFarrow, PLLC. In North Carolina, GF practices architecture, engineering, and landscape architecture through GreenbergFarrow, PLLC. In New York and Pennsylvania, GF practices architecture and engineering through GreenbergFarrow Architecture + Engineering, PLLC. In all other states, GF practices as Greenberg Farrow Architecture, Inc.

### VIII. Successors, Assigns, and Beneficiaries

The CLIENT and GF each binds itself, its partners, successors, legal representatives and assigns to the other and neither the CLIENT nor GF shall assign nor transfer its interest in this Agreement without the other's written consent.

### IX. Payment

A. Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of the invoice. Unpaid balances shall be subject to an additional charge at the rate of one and one-half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, GF may suspend services without liability until the CLIENT has paid in full all amounts due GF on account for services rendered and expenses incurred, including interest on past due invoices. Reimbursable expenses will be billed at 110% of cost to GF. Payment of invoices is not subject to discounting by the CLIENT or withholding retainages from without the written consent of GF. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between GF and the CLIENT.

B. It is understood that payments to GF, for work performed, is in no way dependent on actions of any third party which may be involved in the Project or the CLIENT's ability to obtain financing. Payments to GF shall be in accordance with the provisions of this Agreement.

### X. Dispute Resolution

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 GF agree that all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### XI. Hazardous Environmental Condition

A. CLIENT represents to GF that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to GF the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, GF shall have the obligation to

**GREENBERG FARROW STANDARD TERMS AND CONDITIONS**

notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that GF's scope of services does not include any services related to a Hazardous Environmental Condition. In the event GF or any other party encounters a Hazardous Environmental Condition, GF may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations

E. CLIENT acknowledges that GF is performing professional services for CLIENT and that GF is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with GF's activities under this Agreement.

F. If GF's services under this Agreement cannot be performed because of Hazardous Environmental Condition, the existence of the condition shall justify GF's terminating this Agreement for cause on 30 days notice.

**XII. Allocation of Risks**

**A. Indemnification**

1. To the fullest extent permitted by law, GF shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including reasonable attorneys' fees and dispute resolution costs) to the extent caused by the negligent acts or omissions of GF or GF's officers, directors, partners, employees, and GF's Consultants in the performance and furnishing of GF's services under this Agreement.

2. To the fullest extent permitted by law, CLIENT, shall indemnify and hold harmless GF, GF's officers, director's partners, employees, and GF's Consultants from and against any and all costs, losses, and damages (including reasonable attorneys' fees and dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's Consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by the law, GF's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of GF and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that GF's negligence bears to the total negligence of CLIENT, GF, and all other negligent entities and individuals. Notwithstanding

any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or GF, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profits.

4. In addition to the indemnity provided under paragraph XII.A.2. of this Agreement, and to the fullest extent permitted by the law, CLIENT shall indemnify and hold harmless GF and its officers, directors, partners, employees, and GF's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorney's and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such costs, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph XII.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**XIII. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**XIV. Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**XV. Severability**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and GF, who agree that the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XVI. Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**END OF TERMS AND CONDITIONS**