

March 25, 2019

Revised March 28, 2019

Mr. Vijay Gadde, AICP
Village of Homer Glen
14240 West 151st Street
Homer Glen, IL 60491

Subject: **Professional Consulting Services
Municipal Services
Homer Glen, Illinois
JSD Project No. 19-9034**

Dear Vijay,

JSD Professional Services, Inc. (JSD) is pleased to provide municipal planning services to the Village of Homer Glen starting April 15, 2019. This would be for a period of three months ending July 15, 2019. 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, Sarah Dreier has extensive experience working with municipalities throughout the nation interpreting codes and requirements for national private sector clients. We have also been involved in performing tree inventories and inspections, as well as the preparation of correspondence, memorandums, and reports.

Proposed Staffing

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.

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.

COST

Based on our understanding of the scope of work, we will perform the professional services for a time and materials not to exceed fee as follows:

Task 1.0: Planning Services	\$5,000.00
Task 800: Reimbursables	\$1,000.00

This cost estimate was developed based upon our understanding of the project, as described in this proposal. Changes in the scope of work, or performance time, or unanticipated site conditions may require a modification of this amount. Adjustments to the fee will be discussed with you prior to proceeding.

AUTHORIZATION

Our services will be performed in accordance with the enclosed JSD Agreement for Professional Services upon acceptance of this proposal. Additional scope of services not included in this proposal will be agreed-upon by both parties, in writing, prior to proceeding. Invoice disputes must be made within 30 days of date of invoice.

Please indicate your acceptance of this proposal by signing and returning a copy of the attached JSD Agreement for Professional Services to confirm our understanding of your needs.

If you have any questions regarding this proposal or additional scope of services, please feel free to contact me at 630-362-6681.

Sincerely,

JSD Professional Services, Inc.



Lori Vierow, PLA, ASLA, LEED AP, BD+C
Senior Landscape Architect

Enclosures

cc: Hans Justeson, JSD
David Behrens, JSD



Agreement for Professional Services
Village of Home Glen Municipal Planning Services, Homer Glen, IL - JSD Project No. 19-9034

JSD Professional Services, Inc. (Consultant) will perform professional services for Village of Homer Glen, 14240 West 151st Street, Homer Glen, IL 60491 (Client), according to the terms and conditions of this Agreement. The Consultant shall perform the services outlined in the attached Proposal dated 03/28/2019, in consideration of the stated fee and payment terms. For additional services not included above, the Consultant shall be compensated according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal referenced above.

Terms and Conditions

- 1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- 2) **Retainer, Billing, and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Prior to providing services, the Client shall deposit a retainer of \$ 0 with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. For any invoice not paid within 60 days, the Consultant 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 the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. All invoice inquiries must be made within 30 days of invoice date.
- 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement.

 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance and that of its subconsultants or anyone for whom the Consultant is legally liable.

 Neither the Client nor the Consultant shall be obligated to indemnify the other party in any way whatsoever for the other party's own negligence.
- 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other

person or entity without the prior written consent of the Consultant. 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 Consultant or the Client.

- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of the applicable consulting professional engineering and surveying.
- 6) **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's insurance liability limits. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7) **Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant. Any electronic files transferred by the Consultant are provided solely for the convenience of the Client and are transmitted in trust for the sole use of the Client and its acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations, tampering with files or deviation in any respect from the original content shall render the entire contents void and shall constitute the agreement of the Client to release, defend and hold harmless the Consultant, from all claims and causes of action by Client and third parties.
- 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation.
- 9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions and referenced Proposal Scope of Services and fees are agreed upon:

Consultant Authorization:

JSD Professional Services, Inc.
 161 Horizon Drive, Suite 101
 Verona, WI 53593

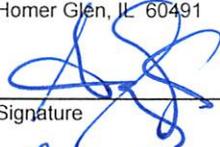


 Signature Date

David M. Jenkins, P.L.S. – Owner/President

Client Authorization:

Village of Homer Glen
 14240 West 151st Street
 Homer Glen, IL 60491



 Signature Date

GEORGE YUKICH MAYOR

 Printed Name Title



Standard Rate Schedule For the Year 2019

Personnel

Staff Category	Hourly Rate
Principal, Associate	\$220.00
Senior Structural Project Consultant	\$195.00
Structural Engineering Manager	\$180.00
Senior Structural Engineer	\$145.00
Staff Structural Engineer	\$120.00
Senior Project Consultant	\$185.00
Project Consultant	\$160.00
Senior Project Engineer	\$155.00
Project Engineer	\$145.00
Senior Staff Engineer	\$125.00
Staff Engineer	\$120.00
Construction Project Engineer	\$140.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$80.00
Senior Planner	\$145.00
Staff Planner	\$120.00
Environmental Specialist	\$120.00
Senior Landscape Architect	\$145.00
Senior Landscape Designer	\$125.00
Landscape Designer	\$115.00
Project Surveyor	\$125.00
Survey Crew Chief	\$100.00
Senior Survey Technician	\$90.00
Survey Technician	\$70.00
Office Support	\$85.00

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$0.75 per mile.

Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid after 60 days are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid. JSD reserves the right to stop work on any project that has past due invoices until outstanding balances are paid.

Effective to 12-31-2019

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