



Simple Scope Short Form Agreement

Project: Village of Homer Glen
2019 Road Program

Project No: 190878
Phase No(s):
Date: 06/12/19

Client: Village of Homer Glen
Contact: Mr. Michael Salamowicz
Title: Development Services Director
Address: 14240 W. 151st Street
City/State/Zip: Homer Glen, IL 60491
Phone/Fax No. 708.301.0632

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

Design Engineering and Construction Engineering services for the improvements to Erin Lane bike path, as part of the 2019 Road Program.

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

Time & Material, Not to Exceed **\$4,400** based on the following breakdown:

Design Engineering:	\$1,800.00
Construction Engineering:	\$2,600.00
TOTAL	\$4,400.00

- Reimbursable Expenses Included
- Sub- Consultant Services Included
- Prepayment Required for Services to Commence

Copy To:

- Accounting
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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 will be provided to the Client upon request.

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 within 30 days upon receipt.

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 HOMER GLEN

HR GREEN, INC.

Accepted by: 
Printed/
Typed Name: George Yukich
Title: MAYOR
Date: 8/1/19

Approved by: 
Printed/
Typed Name: Akram Chaudhry, PE
Title: Vice President - Transportation
Date: June 12, 2019



Contract Estimate of Cost



Local Public Agency Village of Homer Glen	County Will	Section Number 19-00000-01-GM
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Route(s)/Street-Road Name Erin Hills subdivision	Project Length 2,340 FT
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Project Termini
Erin Hills bike path

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost	
1	BITUMINOUS MATERIALS (PRIME COAT)	LB	0	\$0.01	\$0.00	-
2	BITUMINOUS MATERIALS (TACK COAT)	LB	940	\$0.01	\$9.40	-
3	HMA BINDER COURSE, IL-19.0, N50	TON	0	\$60.00	\$0.00	-
4	HMA SURFACE COURSE, MIX 'D', N50	TON	0	\$65.00	\$0.00	-
5	HMA SURFACE CSE, MIX 'D', N50 (BIKE PATH)	TON	280	\$75.00	\$21,000.00	-
6	HMA SURFACE REMOVAL, BUTT JOINT	SQ YD	27	\$14.00	\$378.00	-
7	HMA SURFACE REMOVAL, 6" (SPECIAL)	SQ YD	0	\$4.00	\$0.00	-
8	HMA SURFACE REMOVAL, VAR DEPTH	SQ YD	67	\$14.00	\$938.00	-
9	CLASS D PATCHES, 2 INCH	SQ YD	250	\$30.00	\$7,500.00	-
10	PULVERIZATION, 8 INCH	SQ YD	0	\$4.00	\$0.00	-
11	PIPE CULVERT REMOVAL AND REPLACEMENT	FT	0	\$55.00	\$0.00	-
12	AGGREGATE SHOULDERS, TYPE B	TON	0	\$25.00	\$0.00	-
13	DRIVEWAY PVT REMOVAL AND REPLACEMENT	SQ YD	0	\$35.00	\$0.00	-
14	AGG BASE COURSE REM AND REPL	SQ YD	0	\$0.01	\$0.00	-
15	COMB CONC CURB AND GUTTER REM & REPL	FT	0	\$40.00	\$0.00	-
16	SEEDING (COMPLETE)	SQ YD	1040	\$8.25	\$8,580.00	-
17	DRAINAGE AND UTILITY STR TO BE ADJ	EA	2	\$375.00	\$750.00	-
18	DRAINAGE AND UTILITY STR TO BE RECON	EA	0	\$425.00	\$0.00	-
19	TC&P (SPECIAL)	L SUM	0	\$11,500.00	\$0.00	-
Add					Total Overall Estimated Cost:	\$39,155.40

Prepared By	Date
<input type="text"/>	<input type="text"/>

Verified By	Date
<input type="text"/>	<input type="text"/>